

**Price Rs. 5900
(Inclusive of GST)**

**RFP FOR LEASING OUT SPACE FOR PROVISION OF MULTI OPERATOR MOBILE
COVERAGE IN THE EIGHT JAIPUR METRO STATIONS**

REQUEST FOR PROPOSAL



Jaipur Metro Rail Corporation Limited

(A Govt. of Rajasthan undertaking)

Admin Building, Metro Depot,

Bhrigu Path, Mansarovar, Jaipur 302020.

Website: www.jaipurmetrorail.in | CIN: U60221RJ2010SGC030630

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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 "**Lesser**") 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 and the 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 shall 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 for submission of the Bid, regardless of the conduct or outcome of the bidding process.

1. NOTICE INVITING BIDS

1.1. INTRODUCTION ABOUT JAIPUR METRO

- i. Jaipur Metro Rail Corporation Limited ("JMRC" or "Authority" or "Lesser" or "Grantor"), is a corporation owned by Government of Rajasthan ("GoR") incorporated under the Companies Act, 1956, having its registered office at Admin Building, Metro Depot, Bhriugu Path, Mansarover, Jaipur-302020 responsible for planning, designing, developing, constructing, maintaining, operating and financing the Metro Rail and other urban transport systems in Jaipur city of Rajasthan.
- ii. Jaipur Metro Rail Project is planned in two corridors. The East-West Corridor from Mansarover to Badi Chaupar having total length of 12.118 KM is being executed as Phase-1 of the Project of which Phase-1A (9.718 KM) is operational from 3rd June 2015 and Phase-1B (2.4 KM) is operational from 23rd Sept 2020, brief of which is given below:

Phase	Corridor	Corridor Length	No. of stations	Present Status
Phase-1A	Mansarover to Chandpole	Total 9.718 KM (Elevated: 9.278 KM Underground: 0.440 KM)	9	Operational Since June 2015
Phase-1B	Chandpole to Badi Chaupar	2.349 KM (Underground)	2	Operational Since Sept 2020

- iii. With the vision of providing better metro rail connectivity, State Government has recently approved extensions of already operational Phase 1 from Mansarover to Badi Chaupar. Jaipur Metro Phase 1C shall 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 Mansarover 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 still at planning stage and DPR is under consideration/planning stage.
- iv. JMRC is planning various activities on its corridor including Leasing out Retail Spaces, leasing out space for Mobile Coverage and Roof Top Towers and Licensing of Parking Rights and Advertisement rights etc. for exploring various sources of non-fare revenue. As a part of it, JMRC invites online Bids single stage two packet bid system, from reputed, established and financially sound agencies for leasing out space for provision of multi operator mobile coverage in the eight Jaipur Metro Stations through an open competitive bidding process, for a period of Six (06) years extendable up to Two (02) more years with minimum span of one year in accordance with terms and conditions set forth in this RFP document.
- v. At all Metro Stations, operational staff of JMRC also performs their duties round the clock. JMRC desires to improve mobile coverage of most of the telecom operators inside the metro stations at ground level as well as at PD level as per details given in scope of work.
- vi. Accordingly, JMRC intends to Lease out the spaces and grant permission for provisioning of In-Building Solution (IBS) and wall mounted antenna/ cabling and mobile network equipments inside at eight Metro Stations as per scope of work.
- vii. For this purpose, Jaipur Metro Rail Corporation (JMRC) invites online bids from Authorised/Licensed, reputed Telecom Service Providers/Registered Telecom Infrastructure Providers having requisite eligibility as mentioned in the RFP document, to provide In-Building Solution (IBS) mobile coverage inside eight Metro Stations.

1.2. SCHEDULE AND DATES TO THE INVITATION OF RFP:

S. No.	Item	Particulars
i	Date of Issuance of Bid Document	29.07.2024
ii	Websites for downloading tender Document and subsequent clarification / modification, if any	https://eproc.rajasthan.gov.in https://www.jaipurmetrorail.in www.sppp.rajasthan.gov.in
iii	Cost of Bid Document (Non-Refundable)	Rs. 5900 (Inclusive of GST) (Rupees Five Thousand Nine Hundred Only) (Refer Bid Clause 3.6)
iv	e-tender Processing Fee (Non-Refundable)	Rs. 2000 (Inclusive of GST) (Rupees Two Thousand Only) (Refer Bid Clause 3.6)
v	Estimated Total Contract Amount for Six (06) years of contract period	Rs 3,57,41,532 (Exclusive of GST) (Rupees Three crore Fifty Seven Lakh Forty One Thousand Five Hundred Thirty Two Only)
vi	Estimated contract amount for first year of contract period	Rs. 51,24,000 (Exclusive of GST)
vii	Earnest Money deposit (EMD/Bid Security)	Rs. 1,02,500 (Rupees One Lakh Two Thousand Five Hundred only)
viii	Bid Download Start Date	29.07.2024 (1800 hrs)
ix	Pre-bid Conference*	05.08.2024 (1430 Hrs.) at Chintan Hall, 2 nd floor, Admin Building, Metro Depot, Bhriku Path, Mansarovar, Jaipur-302020
x	Last time and date of submitting queries / seeking clarification*	06.08.2024 (1800 Hrs.)
xi	Last Date for Replies to Queries by JMRC/issuing addendum if any*	08.08.2024 (1500 Hrs.)
xii	Online Bid submission Start Date / Time	08.08.2024 (1600 Hrs.)
xiii	Last date and time of downloading of Bid Document including clarifications/ amendments, if any.	20.08.2024 (1100 Hrs.)
xi	Last date and time for online Bid submission	20.08.2024 (1200 Hrs.)
xiv	Physical submission of original DD / BC receipt for Tender fee, EMD / Bid Security and e-tender Processing Fee in JMRC office (Refer Clause 3.8 iv)	20.08.2024 Up to (1400 Hrs.)
xv	date and time for opening of Technical Bid	20.08.2024 (1500 Hrs.)
xvi	date and time for opening of Financial Bid of Technically qualified bidders	Subsequent to Technical Bid opening (Date to be intimated later to the Technically qualified bidders through e-procurement website)
xvii	Website for Online Bid Submission	https://eproc.rajasthan.gov.in
xviii	Bid Validity	180 days from the last date of submission of the Bid.
xix	Duration of Contract	Initially for Six Years extendable for further Two Years

NOTE:-

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

Joint General Manager (Revenue), JMRC,
2nd Floor, Admin Building, Bhriugu
Path, Mansarovar, Jaipur-302020
Tel. No.0141- 2822752,
Email: jgmrev@jaipurmetrorail.in

1.3. ELIGIBILITY CRITERIA OF BIDDERS:

S. No.	Eligibility Criteria	Documents required to substantiate the same
I.	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>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).</p> <p>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.</p> <p>Copy of partnership deed in case of Partnership/LLP firm.</p>
II.	Bidder should neither be a black listed firm nor should its contracts been terminated / foreclosed by any company / Govt. department / Public Sector organization during the last three financial years ending 31.03.2024 and during current financial year till	A self-declared certificate to this effect, signed by authorized signatory of the bidder company/ firm in the Bid profile. (Annexure-VI)

III.	<p><u>Turnover:</u></p> <p>The Bidder should have an average annual financial turnover of at least Rs. 51,24,000 (Rupees Fifty One Lakh Twenty Four Thousand only) in three financial years in continuation (2020-21, 2021-22, and 2022-23).</p>	<p>Certificate specifying turnover for FY 2020-21, 2021-22, and 2022-23 as per Annexure IX and duly certified by practicing chartered accountant with Unique Document Identification Number (UDIN) on the certificate.</p> <p>Bidder shall also submit audited financial accounts of FY 2020-21, 2021-22, and 2022-23.</p>
IV.	<p>The bidder firm should be a Telecom Service Provider (UASL/GSM/3G/4G) or a Registered Telecom Infrastructure Provider (IP-1 Lessee) duly Leased/ authorised by the Department of Telecom, Govt. of India for this purpose.</p> <p>Should be in existence since last three financial years excluding the current financial year, i.e., should be registered on or before 01.04.2020.</p> <p>The bidder should have experience of carrying out work of similar nature of installation and operation of Mobile service In-building solutions at minimum Three sites in India, each of them should have been shared with at least two Mobile Operators.</p>	<p>Certificate issued by concerned entity where similar nature of installation and operation of Mobile service In-building solutions is ongoing or completed during last 3 financial years (i.e. 2020-21, 2021-22, and 2022-23).</p> <p style="text-align: center;">AND</p> <p>Self attested list of similar installations in India with contact details of respective O&M executives of concerned operators.</p> <p style="text-align: center;">AND</p> <p>Proof to substantiate that bidder is a Telecom Operator or a IP Lessee</p>

Note:

- i. All the documents as per requirement of the Bid must be in the name of bidder firm only.

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

Executive Director (Corporate Affairs)

Jaipur Metro Rail Corporation Ltd.



2. DEFINITIONS

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

- **“Agreement” or “Lease Agreement”** means the Contract / Lease Agreement to be executed between JMRC and Successful Bidder, subsequent to the Letter of Acceptance;
- **“Addendum / Amendment”** means any written amendment / addendum / corrigendum to this Bid, from time to time issued by JMRC to the prospective bidders;
- **“Applicant(s)/Bidder(s)”** means interested Bidder(s) submitting a Proposal pursuant to this Bid;
- **“Bid”** shall mean a valid, final and binding offer, which includes the Technical Documents and Financial Proposal, EMD and other documents submitted by a Bidder in response to and on the terms and conditions contained in this Bid Document / Bid.
- **“Bid Document”** shall mean this Bid document, including all annexure attached hereto and any addenda issued in accordance with the terms hereof.
- **“GCC”** shall mean General Condition of Contract of JMRC available on JMRC website, www.jaipurmetrorail.in
- **“JMRC / JMRCL / Jaipur Metro / Corporation”** means Jaipur Metro Rail Corporation Ltd;
- **“Letter of Acceptance (LOA)”** means the written notice issued by JMRC to the Selected Bidder(s) intimating the acceptance of Selected Bidder's Proposal for the award of Lease;
- **“Lease”** shall mean the lease granted under the Lease Agreement to undertake the activity of In-Building Solution (IBS) mobile coverage pursuant to this Bid Document ;
- **“Lease Rent”** means the amount payable by the Lessee to JMRC as per rates offered by the selected bidder for utilization of leased space pursuant to this Bid Document and accepted by JMRC to be paid by the Lessee/ Lessee along with other charges and any kind of GST, local levies, statutory dues, etc. that may be payable by the Lessee as per prevalent law.
- **“Permits”** shall mean and include all applicable statutory, environmental or regulatory Leases, authorization, permits, consents, approvals, registration from concerned authorities.
- **“Proposal(s)”** shall mean a valid, final and binding offer comprised of Technical Proposal, Financial Proposal, Earnest Money Deposit and other documents as required under this Bid to be part of the bid/proposal submitted by the respective bidders, in response to and on the terms and conditions of the Bid.
- **“NTP”** means notice to proceed a letter given to the successful bidder for starting its operations subsequent to signing of agreement pursuant to this Bid;
- **“RFP”** means this “Request for Proposal” this document including all annexure attached hereto and any addendum/corrigendum issued in accordance with the term thereof
- **“SHE Manual”** means Safety, Health and Environmental Manual of JMRC available on JMRC website, www.jaipurmetrorail.in



3. INSTRUCTIONS TO BIDDERS

3.1. GENERAL INSTRUCTIONS

- i. This Bid Document and any addendum/corrigendum/ clarification thereto, together with any further communications are issued for the purpose of inviting bids only. The Bidder shall not disclose any information contained in the documents or otherwise supplied in connection with this bid invitation to any third party except for the purpose of preparing his Bid. The Bidder shall maintain complete confidentiality till the Contract is awarded. In the event that such confidentiality is breached, the JMRC may reject the Bid.
- ii. The Bidders are advised to explicitly read this Bid document, addendum /corrigendum /clarification issued, if any, as available on state e-procurement website <https://eproc.rajasthan.gov.in>, JMRC's website <https://www.jaipurmetrorail.in> & state procurement portal www.sppp.rajasthan.gov.in and General Condition of Contract (GCC) & SHE Manual as available on JMRC's website <https://www.jaipurmetrorail.in> before submitting the Bid. By submitting the Proposal, the bidder agrees to all the points explicitly included in the scope of Lease & all other terms & conditions mentioned in the Bid document, GCC & SHE Manual.
- iii. Each Bidder will be deemed to have inspected the sites, the surroundings and inspected all necessary documentation and made all inquiries, prior to participating in the bid process. The space is being offered on "as is where is basis". The bidder should satisfy himself \ herself \ themselves that the space is suitable for providing services as per the terms of this Bid.
- iv. If any change / addition / deletion is made by the Bidder in the Bid document and if the same is detected at any stage even after the award of the Contract / execution of Lease agreement, Earnest Money Deposit / Security Deposit will be forfeited and the contract will be terminated at the risk and cost of the Bidder / Lessee.
- v. Alterations or overwriting, if any, should be avoided. However, if there are any, should be legible and signed by the bidder alongside such alterations or overwriting. However, whitener should not be used for any alterations.
- vi. Bids sent by hand, by FAX, post or e-mail will not be considered.
- vii. In case any document / annexure(s) found missing, the JMRC has the right to reject the Bid or may ask the bidder to submit/clarify the same along with relevant document at JMRC's sole discretion.
- viii. The proposal shall not contain any conditional offer or discount etc. Bids containing such offers will be summarily rejected.
- ix. Bids complete in all respects must be submitted online not later than the time and date indicated therein. JMRC may, at its discretion, extend the deadline for the submission of Bids by amending the Bid Document.
- x. In case any documents furnished by the bidder is found to be false at any stage, even after award of the Lease, it would be deemed to be a breach of terms of contract making it liable for legal action besides termination of Lease.
- xi. JMRC may at its sole discretion and at any time during the processing of Bid, disqualify any bidder from the Bidding process if the bidder has :
 - a. Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements.
 - b. If found to have a record of poor performance such as abandoning works, not properly completing the contract, inordinately delaying completion, being involved in litigation or financial failures, etc.



- c. Submitted Bid, which is not accompanied by required documentation and Earnest Money Deposit (EMD), is non-responsive.
 - d. Failed to provide clarifications related thereto, when sought.
 - e. Submitted more than one bid.
- xii. JMRC, at its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- a. suspend and /or cancel the bidding Process and / or amend and / or supplement the bidding Process or modify the dates or other terms and conditions relating thereto;
 - b. consult with any Bidder in order to receive clarification or further information;
 - c. retain any information and / or evidence submitted to the JMRC by, on behalf of, and / or in relation to any Bidder; and / or
 - d. Independently verify, disqualify, reject and / or accept any and all submission or other information and / or evidence submitted by or on behalf of any Bidder.
- xiii. It shall be deemed that by submitting the bid, the bidder agrees and release the JMRC, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and / or performance of any obligations hereunder, pursuant hereto and: or in connection herewith and waives any and all rights and / or claims it may have in this respect, whether actual or contingent, whether present or future.
- xiv. No further discussion / interface will be held with the bidders whose bids have been Rejected / Disqualified / Technically Disqualified.
- xv. Any Bid not accompanied by valid Earnest Money Deposit (Bid Security), e-tender processing fee and the cost towards Bid document, in acceptable form will be liable to be treated as being non-responsive.
- xvi. At any time prior to the deadline for submission of Bid, JMRC may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the Bidding Document by the issuance of addendum / corrigendum/clarification, on the websites referred at Clause 1.2 (ii) of the Bid.
- xvii. The Bid and all related correspondence and documents in relation to the Bidding Process shall be in English language. Supporting documents and printed literature furnished by the Bidder may be in any other language provided that they are accompanied by translations of all the pertinent passages in the English language, duly authenticated and certified by the Bidder. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail.
- xviii. The JMRC reserves the right to verify all statements, information and documents submitted by the Bidder in response to the Bid Document. Any such verification or lack of such verification by the JMRC shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the JMRC there under.
- xix. Instructions of circular No. 3/2013, Dated 04-02-2013 Finance (G&T) Department, Govt. of Rajasthan, are available as per following ANNEXURE of the RFP. Please read carefully and comply:-

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

Annexure XIV: Declaration by Bidders regarding Qualifications

Annexure XV : Grievance Redressal during Procurement Process

3.2. DUE DILIGENCE BY BIDDER



- i. The Bidders are required to examine carefully all the contents of the Bid Document including instructions, conditions, forms, terms, specifications and take them fully into account before submitting the Bid. Failure to comply with the requirement(s) of Document will be at the Bidder's own risk & responsibility.
- ii. Bidders are advised to visit the sites at various Metro Stations of JMRC and analyse on their own cost, before submitting the Bid. The Bidders must familiarize themselves with the spaces available in JMRC Metro Station premise and extra precautions to be taken in installation of equipments from security & safety aspect of Jaipur Metro and consider it while preparing and submitting the bid. They are required to verify the information given in respect of area, locations etc. and seek clarifications, if any, from JMRC before submitting the bid. JMRC shall provide necessary permission and assistance to the prospective bidders.
- iii. All the information related to JMRC is under public domain, the bidder can still raise queries, if there are any, while the bidding process is on. Once the process is over, no claims or queries shall be entertained.

3.3. PRE-BID CONFERENCE

- i. For the purpose of prospective bidders and opportunity to obtain clarifications and /or give suggestions with regard to this Bid and bid process, a pre-bid conference has been arranged as per the schedule indicated in the Clause "Notice Inviting Bids" (Clause 1.2(IX)).
- ii. Bidders are advised to visit the stations premise to get specific idea about respective Space(s) and familiarise themselves with the proposed arrangements & all activities necessary in this regard.
- iii. Queries / request for clarification should be submitted through e-mail or in writing by the date & time prescribed in Notice Inviting Proposal and the same received after the date & time prescribed may not be taken into consideration.
- iv. For pre bid queries regarding this BID, the following officer of JMRC may be contacted:

**JGM (Revenue), JMRC,
2nd Floor, Admin Building, Metro Depot,
Bhrigu Path, Mansarover,
Jaipur (Rajasthan) -302020.
Tel. No.0141- 2822755, Email: jgmrev@jaipurmetrorail.in**

3.4. CLARIFICATION / AMENDMENT / ADDENDUM TO RFP

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





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

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

3.5. DETAILS OF THE SITES AND MOBILE COVERAGE REQUIREMENT:

- i. The successful bidder is supposed to improve mobile coverage inside the metro stations at Concourse / Platform / Mezzanine level by installing of cabling, small antennas etc inside station buildings.
- ii. It shall also be allowed to install small wall mounted Antennas, if technically feasible, to hoist M/W link on pole, if technically possible, else it shall be allowed to lead in OFC cable up to equipment space. However, no Roof Top Towers will be allowed on rooftop of these buildings. Also, Installation of Ground Based Tower is not allowed in JMRC premises against this contract.

3.6. COST OF BID DOCUMENT (TENDER FEE)

- i. The complete bid document can be downloaded for online submission from the website <https://www.eproc.rajasthan.gov.in>. Cost of Bid Document (Tender fee) is Rs. 5900 shall be paid in the form of Demand Draft / Bankers Cheque of Scheduled Bank drawn in favor of 'Jaipur Metro Rail Corporation Ltd.', payable at Jaipur. The Tender fee is non-refundable.
- ii. In addition, E-tender processing fee of Rs. 2000 shall be paid in the form of banker's cheque / Demand Draft of Scheduled Bank drawn in favor of 'Managing Director, RISL', payable at Jaipur.
- iii. Any Bid not accompanied by proof of payment of cost of bid document (Tender fee) / e-tender processing fees in acceptable form will liable to be treated as being non-responsive and shall be rejected

3.7. BID SECURITY / EARNEST MONEY DEPOSIT (EMD)

- i. EMD (Bid Security) of Rs. 1,02,500 (Rupees One Lakh Two Thousand Five Hundred only) in the form of Demand Draft/ Bankers Cheque from any Scheduled Bank drawn in favour of Jaipur Metro Rail Corporation Ltd., payable at Jaipur, shall form part of the bid.
- ii. The Bid Security/Earnest Money Deposit shall be forfeited in the following cases:
 - a. When the bidder withdraws or modifies its bid after opening of bids;
 - b. When the bidder does not accept the LoA within the specified period;
 - c. When the bidder does not execute the lease agreement within the specified period after accepting the LoA;
 - d. when the bidder does not deposit the performance security within specified period after accepting the LoA;
 - e. when the bidder does not deposit advance lease rent of 1st quarter within specified period after the receipt of the LoA;
 - f. If the bidder breaches any provision of code of integrity prescribed for bidders specified in the RTPP Act and Chapter VI of the RTPP Rules;



- iii. The Bid Security / Earnest Money of successful bidder may be adjusted against Performance Security Deposit or shall be refunded after deposition of the full Performance Security Deposit, as the case may be.
- iv. The bid security / earnest money shall be returned promptly after the earliest of the following events, namely:
 - a. The expiry of validity of bid security;
 - b. The execution of Lease agreement and deposition of performance security by the successful bidder;
 - c. The cancellation of the procurement process; or
 - d. The withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.
- v. If the successful bidder fails to deposit the required security deposit(s) or to execute the agreement within the specified period without any valid reasons, such failure shall be treated as a breach of the terms and conditions of the tender and shall result into forfeiture of the Earnest Money, in part or in full, at the discretion of JMRC.
- vi. The EMD/Bid Security of unsuccessful bidders shall be refunded/returned within 30days after signing of the Lease Agreement with the successful bidder or after the expiry of the validity of the offer (unless extended), whichever is earlier. No interest shall be paid on the EMD/ Bid Security.

3.8. SUBMISSION OF PROPOSAL

- i. Any bid not accompanied by proof of payment of cost of bid document (tender fee), e-tender processing fees and Bid Security / Earnest Money in acceptable form shall be treated non-responsive and shall be rejected.
- ii. The original DD/BC of Bid Document fee (Tender fee), E-tender processing fee and Bid Security/EMD shall be deposited in JMRC office before prescribed time as prescribed in Clause 3.8(vi).
- iii. Submission of bids through on line process is mandatory for this tender. Bids sent by hand, by post, fax or e-mail or presented in person shall not be considered.
- iv. The bidder should get itself registered on procurement portal (<https://eproc.rajasthan.gov.in>) and create users and assign roles on this portal. Further to this, bidder shall download Notice Inviting Bids (NIB) and copy of RFP from this site. The complete bid document can also be seen on JMRC's website <https://www.jaipurmetrorail.in>, <https://transport.rajasthan.gov.in/jmrc> and state procurement portal www.sppp.rajasthan.gov.in.
- v. To participate in online bidding process, bidders must have a **Digital Signature Certificate** (class-3 category) as per Information Technology Act-2000 using which they can digitally sign their electronic bids. Bidders can procure the same from any Leased Certifying Authority for e-tender portal. This DSC shall be used to sign the bids/documents submitted on line by the bidder. Unsigned bids shall not be entertained and be summarily rejected.
- vi. Bidder (authorized signatory) shall submit their offer on-line in Electronic formats both for technical and financial bid. The technical bid should also contain scanned copy of DD / Bankers Cheque for Tender Fee & e-tender Processing Fee and for Bid Security/EMD. In addition to this, Original DDs/ Bankers Cheques for Tender Fee, e-tender Processing Fee and Bid Security/EMD must be submitted physically at the following address of JMRC with a covering letter mentioning therein the details & name of the RFP, by the scheduled date and time as per Annexure-II.





Executive Director (Corporate Affairs),
Jaipur Metro Rail Corporation Limited,
Room No. A-211, Admin Building, 2nd floor,
Metro Depot, Bhriagu Path, Mansarovar,
Jaipur-302020.

In absence of physical submission of the Original DDs/Bankers Cheques for Tender Fee, e-tender Processing Fee and Bid Security/EMD in JMRC within prescribed time, the Bid shall summarily be rejected.

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

Part-A: Technical Bid

This Part shall contain the Technical Bid consisting of the following-

- a. Copy of this Request for Proposal (RFP) document with each page signed & sealed by the bidder in acceptance of the terms and conditions therein, (in PDF format).
- b. Scanned copies of all the required documents, with Annexure of RFP document duly filled & signed and stamped, in support of eligibility (in PDF format)
- c. Scanned copies of DD/BCs of tender fee, e-tender processing fee and Bid Security/EMD (in PDF format)

All the documents should be signed and stamped by the authorized signatory of the bidder on each page before scanning them.

Financial proposal/ Financial Bid (BoQ) should not be indicated at any place in the Technical Bid, otherwise the proposal shall be summarily rejected.

Part-B: Financial Bid (BOQ)

This Part should contain the Financial Bid in the prescribed format (XLS/XLSX) as per Annexure-XVI.

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

- a. Download format of Financial Bid (BoQ) in XLS/XLSX format.
- b. The same XLS/XLSX file is a password protected file. Do not unprotect the file.
- c. Fill, **Bidder's Name** & quote **Monthly Lease Rent in percentage above the estimated rate** in Green back ground cells in the downloaded Financial Bid (BoQ) format. The Cells having other than green background shall not be filled.
- d. Validate the above sheet and save the same file in your computer and upload this duly filled file online only.



Note: Rate quoted should inclusive of all expenses for carrying out activities as detailed in the scope of Lease. It is to be noted that GST and any other taxes, as applicable shall be chargeable extra as per the prevailing rate and rules and shall be borne by the bidder separately.

3.9. EVALUATION OF BIDS

- i. The bids will be opened online on website at the time, date and place as specified in the Clause 1.2 (Notice Inviting Bids) of this Bid in the presence of Bidders or their authorized representatives who choose to attend the opening of Bid. The bidders or their authorized representatives who are present to witness the Bid opening shall sign an attendance sheet / register evidencing their attendance as a witness to the Bids opening process. In the event of the specified date of Bid opening being declared a holiday, the Bids will be opened on the next working day at the same time and place or on any other day/time, as intimated by the JMRC.
- ii. Only Technical Bids will be opened first and evaluated as per the eligibility criteria set forth in this Bid document.
- iii. Financial Bids will remain unopened until the time of opening of the Financial Bids.
- iv. The Financial Bids of only those Bidders who clear Technical evaluation stage will be opened & evaluated. The time and date of opening of Financial Bids shall be communicated to technically qualified bidders through state e-procurement website **<https://eproc.rajasthan.gov.in>**. The technically qualified bidders may attend the opening of the Financial Bid, if they so desire.
- v. The bidders or their authorized representatives who wants to present to witness the Financial Bid opening shall sign on attendance sheet / register evidencing their attendance as a witness to the Financial Bid opening process. In the event of the specified date of Financial Bid opening being declared a holiday, the Financial Bids will be opened on the next working day at the same time and place or on any other day/time, as intimated by the JMRC.
- vi. The **financial bid evaluation shall be carried out as per percentage above quoted by bidder** in Financial Bid / BOQ. Out of these, the bidder whose quote in percentage is highest will be finally selected and adjudged as the successful Bidder.
- vii. In case two or more responsive Bidders have quoted the same rate of Lease Rent, which is also the highest Lease Rent offered, then all such bidders will be given an opportunity to revise their financial bid by submitting fresh financial bid(s) in sealed envelope (off line) Revised Financial Bid shall necessarily be higher than the previous bid. The revised financial bid shall be submitted by the date and time as notified to the concerned Bidders.
- viii. In case two or more responsive bidders again quote the same rate of Lease Rent in their revised Financial Bids, then JMRC will resort to an open auction among the same Bidders (i.e., who have quoted the same Lease Rent) and the bidders for respective bid(s) whose offers are highest, shall be declared as successful bidders. The date and time of auction will be notified to the concerned Bidders.
- ix. For the proper evaluation of the proposal, if clarifications are found to be necessary JMRC may at its discretion, ask for such clarification and bidder shall be obliged to provide such clarifications within the time specified by JMRC.
- x. Notwithstanding anything contained in the Bid Document, the Authority reserves the right to accept any Bid not necessarily highest Reject any Bid Reject all Bids and annul the bidding process without assigning any reason at any point of time before issuance of a Letter of Acceptance, without incurring any liability.



- xi. All decisions whether a bid is non- responsive, unacceptable or whether a Bid Security is fraudulent or unacceptable or non- compliant, will be that of JMRC. No further discussion/ interface will be held with the bidders whose bids are Rejected/ Disqualified / Technically Disqualified

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

- i. Prior to the expiry of the period of validity of the Bid, the Successful Bidder shall be notified through a Letter of Acceptance (LOA) sent through email to be confirmed in writing by Registered / Speed Post / By hand that it's Bid has been accepted.
- ii. Upon receipt of the 'LOA', the Successful Bidder shall return one copy of the LOA duly signed and unequivocally accepted and stamped by its authorized signatory within 7 days from the date of issue of 'LOA' along with Security Deposits as below:
 - a. **PERFORMANCE SECURITY DEPOSIT:** Performance Security Deposit equal to Six Month approved Lease Rent of the first years of the contract in the form of DD/BC/FDR/Bank Guarantee (Annexure-X) from any scheduled commercial bank (having its branch in Jaipur) in favour of Jaipur Metro Rail Corporation Ltd. The Performance Bank Guarantee should remain valid for a period of 9(Nine) months beyond the expiry of the 'Lease Agreement'. The Performance guarantee is to ensure due performance of all obligations of the Agency under the Contract against an event of default by the Agency and/or any Material Breach of its obligations there under. The Performance Security Deposit shall be refunded at the end of full term of Lease period after adjustment of outstanding dues, if any.
 - b. **INSTALLATION SECURITY:** Installation Security equals to two Month approved Lease Rent of the first years of the contract in the form of DD/BC, which shall be refunded without any interest, within a week of commencement of mobile services of at least one operator as per terms and conditions, after receipt of certificate of commencement from the Agency and 3rd party certificate for no interference. The Installation Security is to ensure that there is no damage to the JMRC assets during installations by the Agency. In case of delay in installation, JMRC may request to the agency for extension of period of validity of Installation Security.
- iii. 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.
- iv. The security deposits shall not carry any interest during the tenure of the Lease
- v. In case of extension of Lease period beyond initial period of six years and in case Performance Security is deposited in the form of Bank Guarantee, a Performance Bank Guarantee valid for twenty-seven months from the date of Letter of Extension for an amount equal to Six Month Lease Rent of 7th years based on accepted Monthly Lease Rent, shall be deposited by the Lessee prior to signing of Lease Agreement for the extended period. Lease Agreement for the extended period, if any, will have to be signed by the Agency at least one month in advance of the expiry of the original Lease Agreement period.



- vi. Subsequent to acknowledgement of 'LOA' by the Successful bidder as above, and deposition of Performance Security Deposit & Installation Security Deposit, a Lease agreement on a non-judicial stamp paper of Rs. 100 as per format at Annexure – IV shall be executed between the Successful Bidder and JMRC within 15 days of issue of LOA. The original copy of the Agreement shall be retained by JMRC and the copy shall remain with Agency.
- vii. The cost of Stamp Duty for execution of Lease Agreement, Registration Charges and any other related Legal Documentation charges / incidental charges shall be borne by the successful Bidder.
- viii. If the Bidder fails to deposit the required Security Deposits or to execute the agreement within the specified period, such failure will be treated as a breach of the terms and conditions of the tender and may result in forfeiture of the Earnest Money, in part, or in full at the discretion of JMRC. This failure may also result in cancellation of tender.
- ix. JMRC shall have the right to invoke and appropriate the proceeds of the Security Deposits in whole or in part, without notice to the Agency in the event of breach of this Agreement or for recovery of liquidated damages or penalties.

4. SPECIAL CONDITIONS OF CONTRACT (SCC)

4.1 OBJECTIVE OF THE LEASE

- i. To augment non fare revenue of JMRC.
- ii. JMRC's corporate vision is to develop metro stations as transit hubs for commuters which can meet many of their regular needs. Development of stations as transit hubs will lead to proliferation of commercial activities such as offices, retail, food, beverages and other commercial activities etc., which will lead to increased footfalls at all Metro Stations Jaipur. JMRC's operational staff also performs their duties there round the clock. JMRC desires to improve mobile coverage of most of the telecom operators inside at its metro stations.
- iii. Jaipur Metro Rail Corporation intends to Lease out the spaces and grant permission for provisioning of In-Building Solution (IBS) and wall mounted antenna/ cabling and mobile network equipment inside Metro Stations.
- iv. Contribute to the Jaipur Metro through high quality comparable to world class Airports & Metro Railways and other leading destinations.

4.2 SCOPE OF LEASE & TECHNICAL REQUIREMENTS

- i. JMRC shall provide /permit following against this Contract:
 - a. Permission to install telecom equipments & infrastructure for provision of mobile service inside the Metro stations.
 - b. JMRC shall provide space for installation of telecom equipments at Roof Top / Shaft or any other suitable and available locations in non-air conditioned area, called as equipment space on chargeable basis as mentioned in Clause No 4.10
 - c. Permission to lay Optical fiber/ Copper cable for operator's connectivity up to the equipment space.
 - d. Permission to share the equipments space and telecom infrastructure with telecom operators.
 - e. JMRC shall provide suitable space for installation of M/W link on pole at suitable location(s), if required and technically feasible.
 - f. Small wall mounted antennas shall also be allowed.



- g. Provision of electricity on chargeable basis in equipment space through Sub metering arrangement.
- ii. The Agency shall install all necessary cables, antenna and equipments for amplification of the signals thus received and to propagate these signals inside Metro Stations, so as to provide seamless multi-operator mobile connectivity to employees of JMRC working there and to metro passengers. Cable trays and cable hangars for this purpose if available may be provided by JMRC on chargeable basis (Rs. 10 per meter per month). The Agency will at their own risk and cost prepare the cable trays and clamps etc. where such provision is not available. No claim or compensation on this account will be entertained.
- iii. Install all necessary cables and equipments for receiving terminating signals of mobile service providers.
- iv. Ensure regular interaction with, and provide all necessary logistic support to the mobile operators so that they can provide un-interrupted mobile coverage in the area concerned.
- v. The Agency shall appoint a Manager/ Supervisor whose scope of services shall be as follows:
 - a. Supervise the operations in the said premises / equipments.
 - b. Adhere to the quality standards as applicable to the said installations.
 - c. To be responsible for cleanliness and hygiene in the said Premises and to ensure at the services are conducted in clean, proper and efficient manner.
 - d. To ensure that fire detection and suppression measures were installed inside his premises and kept in good working condition.
- vi. In exceptional circumstances, JMRC reserves the right to change the location allotted for installation of infrastructure for mobile coverage at any time and may at its discretion call upon the Lessee to shift the installed infrastructure to an alternative space. In such a case, the Lessee shall be bound to shift the infrastructure immediately and accept the said alternate location identified in the premises.
- vii. The equipments should be installed within the dimensions demarcated for the purpose.
- viii. Only Lessee paying the Lease Rent and electricity bill regularly and adhering to its obligations under the terms and conditions of this RFP document and the consequential Lease Agreement(s) shall utilize the scheduled space during the Lease period.
- ix. In case mobile coverage is not available and there are repeated complaints from the users, the Lessee will be accordingly notified. If such complaints become too frequent and the installed infrastructure for mobile coverage is not serving the purpose for which it has been permitted to be installed, JMRC reserves the right to terminate the contract in full or part.
- x. If the Lessee does not install the telecom equipments/Infra or wishes to close down the service during the Lease period, it can be done by giving 90 days notice to JMRC. Equipment space telecom infrastructure cleared and restored to the original condition to the satisfaction of the lesser, which shall be free to utilize /lease out the released space for any purpose.



- xi. JMRC shall not be responsible in any way for loss or damage by any means caused to the Lessee's infrastructure equipments.
- xii. On expiry of the Lease period or on termination of the Lease by JMRC on account of any breach on the part of the Lessee for any other reason, the Lessee shall deliver the possession of the allotted Space in good condition and in peaceful manner along with furniture, fittings, equipments and installations, if any, provided by JMRC. Further, Lessee shall remove his/their furniture, fittings, equipments, installations and other movable fixtures/ items from the allotted Space within stipulated time, failing which JMRC reserves the right to remove such furniture, fittings, equipments, installations and other movable fixtures/ items at the cost and risk of the Lessee and demand payment for such removal. If such payment is not made within 10 days, JMRC shall be at liberty to dispose of the furniture, fittings, equipments, installations and other movable fixtures/ items of the Lessee by public auction to recover the cost. The Lessee shall not be entitled to raise any objection in such an eventuality.
- xiii. The Lease herewith granted shall not be construed in any way as giving or creating any other right or interest in the said Space to or in favor of the Lessee but shall be construed to be only as a lease in terms & conditions herein contained.
- xiv. The Lessee shall keep in mind applicable rules and regulations and instructions issued from time to time while occupying the allotted Space. JMRC will be free to take action against the Lessee for violating the same.
- xv. The Lessee shall ensure that proper care is taken under skilled supervision during installation / maintenance of main infrastructure and associated equipments so that no damage is caused to JMRC assets or premises.
- xvi. The Lessee shall ensure that personnel (including outsourced agency staff, if any) deployed in connection with installation, operation and maintenance of infrastructure equipments for mobile coverage behave decently and courteously on JMRC premises and indulge in no act that may adversely affect the reputation of the Corporation.
- xvii. The equipment space will be handed over by JMRC "as is where is basis". That the Agency will make partitions, false ceilings etc. as per requirements. The Agency shall install its own furniture fixtures and equipments in the said premises after duly obtaining all necessary approvals from JMRC, permissions and License from Statutory/ Authorities at its own cost and expense.
- xviii. That the Lessee is permitted to use the said premises, equipments, installations, fittings and fixtures on 'as is where is basis' and the Agency shall not make any additions or alterations in the Leased space (except partitions false ceilings etc.) As per its requirement, installation including electric installations and wiring without the prior permission of JMRC in writing and when permitted by JMRC the said additions and alterations shall be carried out by the Agency at their own cost and they shall not be entitled to any compensation for any additions carried out by them in the Leased premises and the same shall vest in JMRC.
- xix. Lessee should ensure that all electrical wiring, power outlets and gadgets are used and maintained properly, for guarding against short circuits/fires. Lessee should also ensure that all notified statutory provisions and standards are followed in this regard.



- xx. Lessee should ensure that equipments installed do not interfere with the sensitive electronic equipment installed inside the metro stations including TETRA based train radio system and the *Agency should submit a third party certification to this effect after installation of its equipments.* If any interference is noticed, then the JMRC will immediately cut off the supply to the equipments and lessee will undertake all necessary steps at his own risk and cost to remove such interference. Failure to do so within a period of two working days authorizes JMRC to take all necessary steps to prevent this interference at the risk and cost of the Agency. In addition a penalty of Rs. 5000 for each occasion of interference may be imposed by JMRC. Test reports and any other supportive documentation as may be required/requested by JMRC, will have to be supplied immediately. *A clearance certificate has to be obtained from the signal and telecom department of JMRC to this effect, as and when required.*
- xxi. JMRC reserves the right of refusal for installation of the equipments if it is of the opinion that the Agency's equipment will interfere with the station installations.
- xxii. In case of any damage to JMRC properly during installation, for actual costs whatsoever for restoration to its original position will be recovered from Installation Security deposit & Performance Security deposit of the Agency and same will not be challenged in whatever manner.
- xxiii. The Lessee shall use 'the premises only for the purpose for which it has been leased, namely "installation & operation of mobile telecommunication infrastructure & equipment for enhancement of cellular signals through IBS inside the metro stations". The JMRC reserves the right to penalize the Lessee up to Rs.5000 for every occasion, where there has been misuse of the premise or the use of telecommunication equipments diverted to other commercial purpose within the JMRC system.
- xxiv. The Lessee shall be encouraged to provide the telecom infra to maximum number of mobile operators to improve coverage of most of mobile operators.
- xxv. That the overall control and supervision of the premises shall remain vested with JMRC who will have the right to inspect the whole or part of the leased premises as and when considered necessary, with respect to its bonafide use and in connection with fulfillment of the other terms and conditions of the Lease agreement. JMRC also reserves the right to enter the leased premises to repair and replace the fixtures provided by JMRC. If any fixture or utility relating to operation of metro rail is running through the area Leased, proper precautions as advised by JMRC will be taken by lessee. The loss due To obstruction so caused on the business of the lessee will not be borne by JMRC.
- xxvi. JMRC Employees and/or personnel authorized by it/ Fire Office/authorized personnel will have unfettered access to the premises, for inspection/checking of fire detection and suppression measures etc. The instructions issued by the JMRC's fire officer shall be obeyed fully without any demur. Any costs associated with carrying out the instructions of the authorized personnel of JMRC will be borne solely by the lessee.
- xxvii. The Lessee will strictly not encroach upon common areas/ circulating areas or any other space, and restrict his operation to within the area Leased, in case, the Agency encroaches upon the common area, circulating area or any other space then a line/ compensation @ Rs.500 on the first occasion, Rs. 2000 on the second occasion and Rs. 3000 on the third occasion will be imposed by JMRC. Thereafter JMRC reserves the right to revoke the Lease and forfeit the interest free security deposit.



- xxviii. The Lessee is not allowed to use the site for sale of products or services.
- xxix. Lessee shall ensure a high standard of hygiene and cleanliness so as to create a very clean and healthy environment to attract commuters and enhance JMRC's image. Any physical damage or injury to the commuters or passers-byes due to lapses on the part of the Lessee will be the sole responsibility of the Lessee only and JMRC will have no legal obligations or liability towards the injured.
- xxx. Lessee shall ensure that fire detection and suppression measures if installed by it inside Equipment Space premises are kept in good working condition.
- xxxi. That the Lessee shall bear the cost of all day-to-day repairs and maintenance and all major repairs due to constructional/maintenance defects. All major repairs due to constructional/maintenance will be carried with prior permission of JMRC.
- xxxii. Provided however, that the Lessee shall be at liberty, without any such consent as aforesaid, to have normal fixtures or linings and electric appliances, installed in the Leased Premises. The Lessee shall be at liberty on the Termination of this Lease to remove or take away such fixtures, fittings and electric appliances installed by it leaving the Leased Premises as far as possible, in the same conditions structurally, reasonable wear and tear and acts of God and nature excepted.
- xxxiii. The-said premises, which have been handed over to the Lessee under this agreement shall be kept in good condition and maintained properly by the Agency at their own cost. If the properly is not handed over in good condition as required under this agreement, JMRC reserves the right to seek exemplary damages and indemnification.
- xxxiv. The Lessee will be allowed to carry out any alterations or renovations within the equipment space but without in any way altering or damaging the main/shell structure of the said premises. The Lessee to take prior written approval from JMRC through a written notice prior to commencement of any alteration works and if necessary JMRC reserves the right to ask for and review the renovation plan/drawings before providing consent.
- xxxv. The Lessee will be responsible for the costs of removing debris from the premises and will be responsible for all damage to the common areas of the complex like flooring, during the process of alteration. Any special cleaning or drain clearance necessary as a result of the alteration works and any other costs incurred by JMRC including any extra security costs, which are caused by, or in connection with, the works will also be to the Lessee's account. The occupant will have to bear the cost of the damage plus service charges. However before incurring any such costs the occupants will be briefed on the requirements by JMRC.
- xxxvi. The HDPE pipe & cables (OF Cables, LCX Cables, RF Cables and electrical cables etc.) to be used in provisioning space (including the equipment space) shall be manufactured from fire retardant, low smoke, zero Halogen material and shall meet all the requirements specified by relevant international standards and confirming to infrastructure / installation practices as required in Metro rail network. The Lessee shall submit to the JMRC, factory, acceptance Tests report or type test reports along with certificate from The manufacture duly endorsed by Lessee before start of installation activities of HDPE Pipe and Cables (OF Cables, LCX Cables and RF Cables etc.). The Lessee shall fully responsible for any deficiency noticed and will take necessary steps at his own risk and cost to replace such HDPE pipe & Cable (OF Cables, LCX Cables and RF Cables etc.)



4.3 PRELIMINARY PLANNING & NOTICE TO PROCEED (NTP)

- i. The Lessee shall submit Preliminary Plans, Specifications and preliminary schedule as hereinafter defined, to JMRC within 15 days of issuance of LOA.
- ii. As used herein, Preliminary plans and specifications shall mean schematic development documents, as applicable and may consist of:
 - a. General design notes
 - b. Single line floor plan
 - c. Reflected Ceiling plan
 - d. Location plans for electrical and telecommunication equipments
 - e. Furniture and equipment layout
 - f. Lighting, air-conditioning and miscellaneous electricity load required
 - g. Electrical wiring plan and telecommunication and data wiring.
 - h. HVAC (Heating, Ventilation and Air Conditioning) drawing.
 - i. Precautions and standards for maintaining hygiene and cleanliness and disposal of solid waste and effluents.
 - j. Provisions and measures for fire safety and fire fighting.
 - k. Connectivity plan (Microwave/OFC).
 - l. Provide tentative details of space required for installation of Telecom equipments.
- iii. JMRC has the right to approve the Lessee's preliminary plans and specifications with such changes, as it may found necessary. Compliance by lessee of all such changes and modifications in the preliminary plans as suggested by JMRC shall be mandatory. The Lessee shall submit Final Plans, Specifications and schedule to JMRC within 10 days from JMRC communication requiring modifications.
- iv. JMRC shall communicate its approval by way of NTP (Notice to Proceed) within a period of ten days from the date of submissions of Final Plans, Specifications and schedule revised as per direction of JMRC.
- v. The preliminary plans can be given and NTP can also be issued in phases as per mutual agreement/ requirements.
- vi. The Lessee has to complete installation of the infrastructure on or before the expiry of 30 days from the date of issuance of NTP resulting in provisioning of Mobile Service access of two Mobile Service Providers, and the applicable lease rent shall commence from 31th day after issuance of NTP.

4.4 RIGHTS AND OBLIGATIONS OF THE LESSEE

- i. The Lessee's responsibilities and duties shall include the following, in addition to and without prejudice to other obligations under this Agreement:
 - a. To obtain due permits, necessary approvals, clearances and sanctions from the competent authorities for all activities or infrastructure facilities;
 - b. To operate and maintain the Leased Area at all times & conform it with this Lease agreement;
 - c. 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 its agents, contractors, etc.;



- d. To take all reasonable steps to protect the environment (both on and off the Leased space) and to limit damage and nuisance to people and property resulting from construction and operations, within guidelines specified as per applicable laws and applicable permits;
 - e. To duly supervise, monitor and control the activities of contractors, agents, etc., if any, under their respective Lease Agreements as may be necessary;
 - f. To take all responsible precautions for the prevention of accidents on or about the site and provide all reasonable assistance and emergency medical aid to accident victims;
 - g. Not to permit any person, claiming through or under the Lessee, to create or place any encumbrance or security interest over whole or any part of the Leased space or its assets, or on any rights of the Lessee therein or under this agreement, save and except as expressly permitted in this agreement;
 - h. To keep the Leased Space free from all unnecessary obstructions during execution of works and store the equipments or surplus material, dispose of such equipments or surplus material in a manner that causes least inconvenience to the Jaipur Metro commuters or JMRC's activities;
 - i. At all times, to afford access to the Leased space to the authorized representatives of JMRC, other persons duly authorized by any government body having jurisdiction over the business at Leased space, to inspect the Leased space and to investigate any matter within their authority and upon reasonable notice;
 - j. To comply with the divestment requirements and hand over the Leased space to JMRC upon termination of the agreement;
 - k. To ensure that no foul/unpleasant smell shall spread out from the spaces of the Lessee;
 - l. To ensure that its equipment do not interfere with the function of JMRC's equipment installed at the station. The Lessee is advised to obtain prior written consent from JMRC for installing such equipment. However, JMRC reserves the right to refuse installation of the equipment if it is of the opinion that the Lessee's equipment shall interfere with the metro installations.
- ii. The Lessee shall be solely and primarily responsible to JMRC for observance of all the provisions of this Lease agreement on behalf of its employees and representatives and any other person acting under or for and on behalf of the Lessee; contractor(s) appointed for the Leased space as fully as if they were the acts or defaults of the Lessee, its agents or employees.

4.5 ELECTRICITY & AIR CONDITIONING PROVISIONING

- i. JMRC can also provide light and power connection with sub-metering arrangements. Electrical work up to the site shall be done by the JMRC and installation charges for release of permanent electrical connection shall be as per Annexure-XI. All the charges for electrical installation and tariff shall be as per Annexure-XI. Lessee shall be allowed to install a UPS/power plant within the demarcated space at its own cost, if it so desires.
- ii. In above case, considering the stipulated provisions on electric safety at Metro premises, the Lessee shall adhere to Rules and Guidelines for release, upkeep and maintenance of electric power as per Annexure-XI.



- iii. The Lessee voluntarily and unequivocally agrees not to seek any claim, damages, compensation or any other consideration whatsoever on account of time and costs associated in provision of electricity.

4.6 HANDING OVER POSSESSION TO JMRC

- i. The said premises so as to handed over to the Lessee under this agreement will be kept in good Condition and maintained properly by the Lessee at their own cost and will be handed over back to JMRC in its original condition, on completion or termination of contract, as the case may be. If the property is not handed over in original condition as required under this agreement JMRC reserves the right to seek exemplary damages and identification.
- ii. No Tenancy/sub-Tenancy is being created in favor of Lessee by JMRC under or in pursuance of the Lease Agreement as a result of this RFP and it is distinctly and clearly understood, agreed and declared by and between the parties hereto that:
 - a. The Lessee shall not have or claim any interest in the said premises as a tenant sub- Tenant or otherwise:
 - b. No right as a tenant/ Sub-Tenant or otherwise is purported is intended to be created or transferred by JMRC in favor of Lessee in or in respect of the said premises, except to carry out their activities over the granted space under this Lease Agreement and
 - c. That the rights, lessee shall have in relation to the said premises, are only those set out in the lease agreement.
- iii. Lessee shall handover peaceful vacant physical possession of the Leased premises to JMRC at the end of the term of the Agreement or on termination as the case may be, in the good condition except for reasonable wear and tear and acts of God and nature.
- iv. That if the Lessee fails to vacate the property within a grace period of 30 days of completion/termination of the agreement, The Lessee shall be deemed to be an unauthorized occupant in the said premises and shall be liable To pay a fee @ Rs.100 per Sq.ft. per day for any period of occupation beyond that date along, which will be charged over and above the due Lease Rent.
- v. In case of Termination of the Contract as per the terms of this RFP, the Lessee shall hand over vacant possession of the said Leased Premises to JMRC or its authorized person. The vacant possession will be handed over to the station manager/authorized person of JMRC.
- vi. Lessee will forthwith vacate the said premises and remove its furniture, fixtures, equipments as well as its personnel from the said premises without causing any damage to the property of JMRC.
- vii. On completion/termination of the contract, after handing over vacant possession to JMRC, performance security deposit shall be refunded to the lessee, after deducting all the dues including usage charges and such electricity charges etc., if any.
- viii. Consequent to the termination letter issued by JMRC, the said premises will become free of all encumbrances.



4.7 OTHER TERMS & CONDITIONS

- i. The GCC (General Conditions of Contract) / SHE Manual (Safety, Health & Environment manual) of JMRC as available on JMRC website www.jaipurmetrorail.in, are part to this RFP document and are applicable as a whole on this RFP process & the pursuant contract agreement. However, wherever the Provisions contained in this RFP document are in conflict with the GCC / SHE Manual, the provisions contained in the RFP document shall prevail. Bidders are advised to carefully read the GCC / SHE Manual available on JMRC website.
- ii. The Lessee will ensure safety and security of the related installations. JMRC in any case will not take any responsibility. However, in the event of any theft or loss of any nature, the Lessee will keep JMRC indemnified for any losses on this account.
- iii. The Lessee shall use the marked spaces, only for the purpose indicated in the lease agreement and for no other purpose whatsoever. Any Change in usage may be permitted only on approval of the competent authority of the lesser. JMRC reserves the right to penalize the Lessee up to Rs.5000 (In addition to the applicable Lease Rent) for every occasion, where there misuse of the spaces has been found.
- iv. The rights for mobile coverage will vest with the Lessee only and JMRC. At no time sub-licensing of the rights will be permissible under this agreement.
- v. No permanent interests or lien of whatever nature is allowed to be created on the leased spaces.
- vi. This Lease contract does not entitle Lessee or its representatives to have any free access to the paid/ concourse / platform area or to the paid parking area. Entry / Exit in paid area of stations shall be chargeable as per applicable policy through JMRC smart card with ID proof.
- vii. All the terms and conditions indicated in this agreement will also be applicable for the additional panels/spaces offered and accepted by the Lessee.
- viii. A fine of Rs. 5,000 per offence / per occasion / per week (In addition to the applicable Lease Rent) can be imposed on the Lessee by JMRC on following offenses:

a.	Any staff of Lessee found in drunken condition/indulging in bad conduct
b.	Any staff of the Lessee found creating nuisance on duty.
c.	Improper maintenance & defacement of the Metro property.
d.	Dishonor of cheques and drafts submitted by Lessee to JMRC.
e.	Misbehavior with staff and commuters of JMRC by any staff or person of Lessee.
f.	Not following safety and security norms as may be indicated by authorized representative of JMRC.
g.	Installing equipment at locations other than that approved by JMRC

- ix. All taxes including GST & all other statutory dues, as applicable, shall be borne solely by the Lessee without any contest. The selected bidder indemnifies JMRC from any claims that may arise from the statutory authorities in connection with this Lease agreement.
- x. Lessee shall keep and maintain the equipment in safe and sound manner during all the time of contract period. Any defective, weak or corroded structure should be replaced immediately with new proper structure after due certification from reputed agency / JMRC to ensure safety of JMRC commuters.

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- xi. Lessee shall ensure that all electrical wiring, power outlets and gadgets used are maintained properly, guarded against short circuits, fires and other damages. The instructions of JMRC's electrical inspectors/ authorized representative shall be complied by the Lessee at its own cost.
- xii. The Lessee shall indemnify JMRC from / against any claims made or damages suffered by JMRC by reason of any default on the part of the Lessee in the due observance and performance of the provisions of concerned laws that may be applicable on this lease agreement.
- xiii. The 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 or its nominee in the discharge of the obligations under the Lease agreement.
- xiv. The Lessee shall ensure that it does not in any way impinge on the safety, security and convenience of metro operations, metro commuter's, metro properties and metro assets.
- xv. The lessee shall nominate manager(s)/supervisor(s) whose scope of services shall be as follows:
 - a. To interact with nodal representative of JMRC to bring clarity in understanding of spaces, to coordinate and implement decisions taken.
 - b. Supervise the operations in the said spaces/equipments.
 - c. Adhere to the quality standards as applicable to the said installations.
 - d. To be responsible for the said Spaces and to ensure that the services are conducted in clean, proper and efficient manner.
 - e. To ensure that fire detection and suppression measures were installed inside the spaces and kept in good working condition.
- xvi. The metro operations, safety & security are to be given top priority. All installations and maintenance activities are to be carried out with extra precautions and under the supervision of its responsible executive with advance intimation to nodal officer (s) of JMRC ensuring no damage is caused to JMRC assets or spaces.
- xvii. The Lessee shall keep in mind applicable rules and regulations and instructions issued from time to time while occupying the allotted Space. JMRC will be free to take action against the Lessee for violating the same.
- xviii. The leased space will be handed over by JMRC on "as is where is" basis. That the lessee is to make frames, fixtures etc. as per their requirements. The lessee shall install its own fixtures and equipments in the said spaces after obtaining all necessary approvals from JMRC, permissions and Licenses from statutory/ authorities, wherever required, at its own cost and expense.
- xix. In case of any damage to JMRC property during installation and maintenance, for actual costs what so ever for restoration to its original position will be recovered from installation security deposit & performance security deposit of the lessee and same will not be challenged in whatever manner.
- xx. Any damage to JMRC assets during execution and operation of this contract shall be the responsibility of the lessee and shall be rectified by the lessee at its own cost on top priority with intimation to Jaipur Metro. Failure to comply the same in reasonable time may attract penalty to lessee @ 10 times of the maintenance cost or more as assessed by JMRC as per site conditions.
- xxi. JMRC Employees and / or authorized personnel/ Fire Officer / Electrical Inspector/ * will have unfettered access to the site, for inspection / checking of electrical safety, fire



detection and suppression measures etc. The instructions issued by the JMRC's fire officer/ electrical inspector/ authorized personnel shall be obeyed fully without any demur. Any costs associated with carving out the instructions of the authorized personnel of JMRC will be borne solely by the Lessee.

- xxii. That the overall control and ownership of the metro spaces shall remain vested with JMRC who will have the right to inspect spaces as and when considered necessary, with respect to its bonafide use and in connection with fulfilment of the other terms and conditions of the Lease agreement. If any fixture or utility relating to operation of metro rail is running through the leased area, proper precautions as advised by JMRC will be taken by Lessee. The loss due to obstruction so caused on the business of the Lessee will not be borne by JMRC.
- xxiii. The Lessee shall submit details along with contact numbers of their authorized representative(s) who shall be available at the locations on a short notice for inspection of Leased spaces including measurement of area. In the absence of Lessee's representative, inspection shall be done by JMRC and it shall be final and binding on the Lessee. During inspection, the area of space allotted is if found to be at unapproved location or more than the approved area, it shall be treated as unauthorized occupancy. The Lease Rent of such unauthorized occupancy shall be charged at double rate from the first day of that quarter or from the date of previous inspection in which the space was found as per approved plan, whichever is later and shall be charged till a vacation certificate of that unauthorized occupancy from the concerned nodal officer of JMRC.
- xxiv. Lessee shall submit quarterly statement of approved area as well as actual area as utilized, to JMRC. If the actual area utilized is found to be more than the approved area, the Lease Rent shall be charged at double the normal rate for whole month.
- xxv. The lessee shall not encroach upon common areas / circulating areas or any other space, and restrict its operation to within the leased area only. In case, the lessee encroaches upon the common area/ Circulating area or any other space then a fine/compensation @ Rs. 500 on the first occasion, Rs. 2000 on the second occasion and Rs. 3000 on the third occasion & thereafter will be imposed by JMRC.
- xxvi. Lessee shall ensure a high standard of hygiene and cleanliness so as to create a very clean and healthy environment around metro corridor and enhance JMRC image. Any physical damage or injury to the commuters or passers-by due to lapses on the part of the lessee will be the sole responsibility of the lessee only and JMRC will have no legal obligations or liability towards any such damage or injury.
- xxvii. Lessee will be allowed to carry out any alterations or renovations within the demarcated space but without, in any way, altering or damaging the main/shell structure of the said spaces. The lessee is supposed to take prior written approval from JMRC through a written notice prior to commencement of any alteration works. JMRC reserves the right to ask for and review the renovation, plan/drawings, if necessary before providing consent.
- xxviii. The lessee will be responsible for the cost so removing debris from the space and will be responsible for all damage to the common areas of the complex like flooring, during the process of alteration. Any special cleaning or drain clearance if necessary, as a result of the alteration works and any other costs incurred by JMRC including any extra security costs, which are caused by, or in connection with, the works will also be on the lessee's account. The occupant will have to bear the cost of the damage plus service charges. However before incurring any such costs the occupants will be briefed on the requirements by JMRC.



- xxix. Successful bidder will be charged for the minimum guaranteed area whether fully utilized or not or the actual utilized area whichever is higher.

4.8 DURATION OF CONTRACT / LEASE AGREEMENT

- i. The tenure of the Lease agreement as prescribed in this RFP document will be for 6 (Six) years and extendable up to next 2(Two) years on mutual consent basis and on existing terms & conditions from the date of 31st day of issue of initial NTP except that the agreement terminated earlier in accordance with the terms & Conditions of this RFP.
- i. There will be an initial lock-in period of 1 year (One year) for the Lessee. Before the lock-in period leased space cannot be surrendered by the Lease, failing which its security deposits and advance lease rent shall be forfeited by JMRC.
- ii. The Lease period for additional space handed over / allotted during the currency of the contract will also be co-terminus with original Lease period.
- iii. The tenure of contract will be extended after initial period of 6 (Six) years subject to deposition of a fresh Performance Security Deposit equal to Six times of the Lease Rent of the first month of the 7th year in place of initially deposited Performance Security.
- iv. A separate application for extension of lease period would require to be submitted to JMRC by the Lessee wishing for such extension, 4 months in advance of the expiry of the original Lease period of 6 years. A Letter of Extension shall be issued by JMRC to the Lessee.

4.9 STATUTORY OBLIGATIONS/INDEMNITY AND INSURANCE

- i. The Lessee shall indemnify JMRC from / against any claims made or damages suffered to JMRC by reasons 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.
- ii. The Lessee hereby undertakes to indemnify and hold JMRC harmless against all costs, damages, liabilities, expenses arising out of any third party claims relating to non-completion of the Fit-outs; quality of the Fit-outs and the construction/ construction activities etc.
- iii. JMRC will not be responsible for any accident involving any personnel of the Lessee or its vendor while on work. The Lessee itself would be responsible for such accident and also for any kind of compensation to any worker / employee/third party for such accident. The Lessee is advised to have its personnel insured under suitable insurance schemes at its own cost.
- iv. The corporation will not be responsible for any accident / theft etc. involving any asset of the Lessee. The Lessee itself would be responsible for any such incident. The Lessee is advised to have its assets insured under suitable insurance schemes at its own cost.
- v. The Lessee will bear the cost, throughout the term of the Lease, for a comprehensive general liability insurance covering injury to or death of any person(s) occurring in the said spaces, including death or injury caused by the sole negligence of the Lessee/ its vendor or Lease's failure to perform its obligations under the agreement.
- vi. Upon JMRC request, the Lessee shall submit to JMRC, suitable evidence that the foregoing insurance policy or policies are in effect. In the event of the default, i.e., avoiding the insurance cover or otherwise, the lessee agrees and undertakes to indemnify and hold JMRC harmless against any and all liabilities, losses, damages, claims, expenses suffered by JMRC as a result of such default by the lessee.





- vii. The premises and the fixtures and the appurtenances thereto (except those installed by JMRC) shall conform to every applicable requirement of law or duly constituted authority or the requirements of the carriers of all insurance on or relating to the Leased spaces. The Lessee at its sole risk and expense shall at all times during the term thereof promptly comply with all such requirements. The Lessee shall comply with all applicable statutes, ordinances, rules and regulations of central, state governments, municipal bodies and others as applicable. The Lessee shall also comply with all rules and regulations under the Metro Railways (Construction of Works) Act, 1978 and Metro Railways (Operation and Maintenance) Act, 2002 and also to instructions issued from time to time by JMRC. Non-compliance with rules / regulations / notices/ instructions and laws may be treated as breach of contract and may lead to cancellation of contract and forfeiture of performance security deposit and other payments.
- viii. Any type of statutory taxes applicable on services under this tender process (either in force at present or may be applicable in future by a competent order / notification) will be borne by the selected bidder and JMRC would not make any payment on this account. In case, the selected bidder fails to comply with any statutory/ taxation liability under appropriate law, and as a result thereof the JMRC is put to any loss / obligation, monetary or otherwise, the JMRC will deduct the same from the security deposit of the selected bidder, to the extent of the loss or obligation in monetary terms and Lessee shall reimburse the security deposit to that extent **within 30 days of such debit by JMRC.**
- ix. Obligation for adhering to statutory norms and regulations lay down by any other statutory body of central / state government in connection with installation and operating infrastructure and Telecommunication equipments for mobile coverage related work shall be vested in the Lessee. The successful bidder will also be required to take, prior approval from all the relevant authorities as per the applicable laws of the land for operation of business. If any fine / penalty are imposed on JMRC due to non-availability of any such approval(s), the same shall be recovered from the security deposit of the Lessee and Lessee shall reimburse the security deposit to that extent **within 30 days of such debit by JMRC.**
- x. The Lessee will comply with all the provisions of The EPF Act 1952, The ESI Act, Minimum Wages Act 1948, labour laws & regulation in force including but not limited to the contract labour (Regulation & Abolition) Act-1976 including any subsequent amendment thereof and the rules made there under as per prevalent government orders and ensure timely payment under these Acts. Failure to comply these acts shall attract penalty as per provisions. Lessee shall indemnify JMRC for any such payment, loss and damages suffered due to violation of relevant provisions.
- xi. The Lessee hereby undertakes to discharge all statutory obligations and liabilities in connection with employment of its personnel in the said spaces. Lessee hereby indemnifies JMRC against any liability arising in connection with the employment of its personnel in the said spaces by lesser.
- xii. The Lessee shall indemnify JMRC from any accident caused due to negligence of the Lessee, resulting injury, death to commuters or JMRC employees or loss to JMRC property during the currency of Lease agreement.
- xiii. Lessee shall ensure compliance of statutory norms of Department of Telecommunication (GoI) or any organisation of DoT by all the telecom operators with whom it is sharing its infrastructure.



4.10 PAYMENT TERMS OF LEASE RENT

- i. The successful bidder shall pay the quarterly Lease Rent to JMRC, for first year at the rate quoted in the Financial Bid / BoQ and approved by JMRC. The rate of annual increment of Lease Rent and charges including additional space if any shall be @ 6 % per annum on annual compounding basis.
- ii. The Lease Rent shall be chargeable after a grace period of 30 days (i.e. 31st day) from the date of issuance of Notice to Proceed (NTP), even if more time is required by the Lessee to complete installation & fabrication activities or even if the Lessee has started their operations within 30 days.
- iii. The Advance Lease Rent for the first quarter including all other recurring charges shall be paid within 10 working days of issuance of such demand.
- iv. If the initial Lease Rent date (i.e. 31st day of the NTP) commences after the 1st day of the month of the first quarter, then the Lease Rent for the first quarter shall include the Lease Rent of the Lease days of first month and the Lease Rent of next 3 months, which shall be calculated on pro-rata basis. Subsequently, to align with financial year, next invoice for the Lease Rent shall be raised on a pro-rata basis for the remaining quarter of the financial year.
- v. Accordingly, from next quarter, the payment of Lease Rent including all other recurring charges shall be made in advance, to JMRC, for each quarter, latest by 25th day of the month proceeding the quarter without waiting for formal invoice from JMRC.
- vi. In addition, if the Lessee needs additional space for utilities and other equipment installations, and if JMRC is in a position to provide the same, the Lessee shall pay to JMRC additional recurring charges for this additional space at pro rata basis to be calculated by JMRC.
- vii. In addition to above, Lessee will pay lump sum non-refundable installation charges as per following before issue of NTP or whenever permission for extra antenna/ pole is sought. Fixed-One time (lump sum) non-refundable charges payable to JMRC:

S.No	Head of non-refundable charges	Amount
1.	Per antenna installed on ceiling	Rs. 500
2.	Per antenna installed in false ceiling	Rs. 800
3.	Per antenna installed on wall	Rs. 2000
4.	Per pole (up to 6 meter only) installed for MW link at rooftop	Rs. 5000

- viii. Space to be provided by JMRC for installation of equipments as per clause 4.2 (i) (b), shall be chargeable at Rs. 1000 per sq. meter per month.
- ix. In addition to above, for more than two operators, the lessee shall provide Rs. 2000 per month per operator per Station. Cable trays and cable hangars for this purpose, if available, shall be provided by JMRC on chargeable basis (Rs. 10 per meter per month).
- x. The charges for additional space allocated after NTP shall be payable as per relevant provisions of clause 4.10.
- xi. In case of delay in payment of Lease Rent and other charges, interest @ 1% per month will be calculated on the outstanding amount for delay up to 15 days and @ 2% per month for entire period in case of delay of more than 15 days. The interest will be



- calculated for number of days of delay as per applicable monthly interest rate.
- xii. Any delay in payment beyond 30 days shall be considered as a default and such third default may result in termination of this Lease agreement at the discretion of JMRC.
 - xiii. In addition to Lease Rent etc., Lessee is liable to pay necessary GST and all other central & state government taxes as applicable from time to time.
 - xiv. The Lessee agrees voluntarily and unequivocally to make all payments as may be due on the due date, without waiting for any formal invoice from the lesser. The Lessee also voluntarily agrees to collect the invoices from the office of the authorized representative of the lesser (JMRC), if required, before the due date. Non- receipt of invoice will not be considered for delayed or non-payment of dues and may be treated as a breach of agreement.
 - xv. In case payment is not made by due date, a 7 day notice to remind to clear outstanding dues shall be issued with a caution that in the event of failure to clear all the dues with interest, a termination notice shall be served within 15 days for payment of outstanding dues.
 - xvi. Any representation or any request by the Lessee shall only be entertained if the Lessee deposits 100% dues as per issue / demand within 7 days of issuance of termination notice with applicable interest. No opportunity will be given in this regard after expiry of termination notice and the contract shall be liable to be terminated.
 - xvii. The Lessee shall vacate the Leased space by taking away all its articles and hand over the Leased space to authorized officer of JMRC before last date of termination notice otherwise JMRC shall have the right to seize the material. Unauthorized occupancy charges will be levied after 15 days grace period from the date of termination order.
 - xviii. In case of payment of Lease Rent electronically (NEFT/RTGS/ECS), the Lessee shall intimate to JMRC in the format prescribed at Annexure-XII of this RFP, within seven days of making such payment(s) for reconciliation purpose(s).
 - xix. In no case payments shall be allowed to remain outstanding for a maximum period of 03 (three) months. If any stage, the dues remain outstanding for the period of more than three months, the Lease agreement shall be terminated.

4.11 FAILURE TO PROVIDE THE SERVICES AS PER THE CONTRACT

The Lessee shall provide the services as per the requirement of the Corporation spelt out in this RFP document. Delay or deficiency in providing these services in accordance with the terms and conditions of this RFP document will be termed as default on the part of the lessee and JMRC shall be free to take action as under:

i. PENALTY FOR SIGNIFICANT DEFICIENCIES IN SERVICES:

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



ii. **RISK AND COST:**

In case of default, JMRC will have the right to get work executed from other agencies at the risk and cost of the lessee. The cost difference between the alternative arrangements and accepted value will be recovered from the lessee along with other incidental charges. In case of execution of work through alternative sources and if price is lower, no benefit on this account will be passed on to the lessee.

4.12 BREACH OF CONTRACT / LEASE AGREEMENT

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

4.13 TERMINATION OF CONTRACT AGREEMENT

- i. JMRC reserves the right to terminate the Lease Agreement / Contract by giving 3 (three) months advance notice in writing to the Lessee, without assigning any reason thereof. During the notice period Lessee will continue to provide its services. On the termination of the contract, the Lessee shall pay Lease Rent to the JMRC for the notice period. In this instance, the advance performance security deposit and advance Lease Rent deposited with JMRC shall be refunded after adjusting the dues, if any.
- ii. The Lessee shall have the right to terminate the Contract / Agreement during the term by giving 3 (Three) months advance notice in writing of his / her / their intentions after initial lock-in period of 1 year. In such cases, the advance performance security deposit shall be refunded after payment of the Lease Rent dues and other charges, if any.
- iii. Termination of contract / agreement within the initial lock-in period of one year will not be allowed by JMRC. However, the Lessee is permitted to give notice for termination of the Lease Contract / Agreement within initial lock-in period of 1 year. In such case the Lessee shall give minimum 6 (six) months prior intimation (after successful completion of six months of contract) to JMRC before completion of defined lock-in period of one year. (E.g. In case lock-in period is of 1 year, prior intimation will be given after 6 months of the contract). In such a case, the advance performance security deposit shall be refunded after payment of the Lease Rent dues and other charges, if any. On expiry of the said period the Contract / Agreement shall stand terminated.
- iv. In case, the termination notice is not given as above, the advance performance security deposit and advance charges paid will stand forfeited in favour of JMRC, adjustment of outstanding dues will be carried out separately, if any, payable to JMRC.
- v. If the Lessee is desirous of terminating the Lease after expiry of lock-in period without serving any prior intimation period or shorter intimation period than 3months, the Contract/Agreement shall deemed to be terminated on completion of such improper intimation period. In such cases, the advance performance security deposit shall be

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- refunded to the Lessee after adjustment of Lease Rent for period shorter than 3 months (notice period) and outstanding dues, if any.
- vi. The Lease Contract/ Agreement shall deem to be terminated on the date mentioned in termination notice, subject to confirmation by JMRC. Only on submission of the "no dues certificate" issued by the authorized representative of the JMRC, will any amounts due, if any, other than the performance security deposit and advance quarterly Lease Rent, will be released to the Lessee.
 - vii. In any of the above case(s), balance outstanding dues, if any, are more than advance Performance Security Deposit, shall be recoverable from the Lessee before Lessee is permitted to remove their establishment(s) or else JMRC will seize their property. JMRC shall be free to dispose-off the property/Goods in whatsoever manner as it deems fit. Lessee shall have no claim for compensation or consideration /damages in this regard.
 - viii. Not with standing any other rights and remedies provided elsewhere in the Contract /Agreement, on termination of this Contract:
 - a. Neither party will represent the other party in any of its dealings. Either party shall not intentionally or otherwise commit any act(s) as would keep a third party to believe that the other party is still providing services as provided under this Contract.
 - e. Both the parties will settle all the outstanding dues of the other party save and except the dues under dispute, within seven working days of Termination of this Contract.
 - f. Each party shall not use each other name, trademark, brand name, logo etc. in any audio or visual form after termination of this Contractor even during the contract.
 - g. The expiration or termination of the Contract /Agreement for any reason whatsoever shall not affect any obligation of either party, having accrued under the Contract / Agreement prior to the expiration or termination of the Contract and such expiration or termination shall be without prejudice to any liabilities of either party to the other party existing at the date of expiration or termination of the Contract / Agreement.
 - ix. This Lease agreement shall stand terminated by the effect of efflux of time, after expiry of 06 (Six) years from the beginning of the Lease; or after expiry of the extended period which may be up to 02 (Two) more years; as provided in Clause 1.2 (xix) of this RFP.
 - x. This Lease shall be liable to be terminated by JMRC in case of breach of terms & conditions and or any other grounds/reasons after giving a one month (01 month) termination notice to the Lessee. For the termination notice period too, the Lessee shall be under obligation to pay Lease rent and any other dues which the lessee is otherwise liable to pay under this RFP.
 - xi. In case it is found that the Leased spaces are being used for prohibited practices, illegality, any act or omission endangering the security of JMRC/State/Public and sovereignty of the state, the Lesser i.e. JMRC, retains the right to terminate the Lease with immediate effect without giving any notice as mentioned in the earlier clauses.

4.14 FRAUD AND CORRUPT PRACTICES

- i. The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP document, JMRC shall reserves the right not to award Contract to such Bidder or to cancel the Contract(s), if already awarded without being liable in any manner whatsoever to the Bidder, if it determines that the



Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively **“Prohibited Practices”**) in the Selection Process. In such an event, JMRC shall, without prejudice to its any other rights or remedies, forfeit and appropriate the EMD and the Security Deposits, if available, as mutually agreed genuine pre-estimated compensation and damages payable to JMRC for, inter alia, time, cost and effort of JMRC, in regard to the RFP document, including consideration and evaluation of such Bidder's Bid.

- ii. Without prejudice to the rights of JMRC under Clause 4.12 hereinabove and the rights and remedies which JMRC may have under the LoA or the Lease Agreement, if the Bidder or Successful Bidder, as the case may be, is found to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practice (as defined above) during the Selection Process, or after the issuance of the LoA or after the execution of the Contract Agreement, such Bidder or selected bidder shall not be eligible to participate in any tender or RFP issued by JMRC either indefinitely or for a specified period of time, as the case may be, is found by JMRC to have directly or through an agent, engaged or indulged in any such Prohibited Practice.
- iii. For the purposes of this Clause 4.12 the following terms shall have the meaning hereinafter respectively assigned to them:
 - a. “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process for this RFP;
 - b. “fraudulent practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process for this RFP ;
 - c. “coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process for this RFP;
 - d. “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the Corporation with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process for this RFP; or (ii) having a Conflict of Interest; and
 - e. “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process for this RFP.

4.15 DISPUTE RESOLUTION & JURISDICTION

- i. 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 the Lease Agreement, 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.

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

4.16 FORCE MAJEURE

- i. **Force Majeure Event:** 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.
- ii. **Notice of Force Majeure Event:** 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;
The nature of and the extent to which, performance of any of its obligations under this Agreement is affected by the Force Majeure Event;
 - c. 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
 - d. Any other relevant information concerning the Force Majeure Event, and /or the rights and obligations of the Parties under this Agreement.
 - e. Details of Insurance taken if any.
- iii. **Performance of Obligations**

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.

**Annexure-I****CHECKLIST**

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

PART-A: TECHNICAL BID

S/N	Document	Details	Page No
1	Check List	This Checklist dully filled and signed in Annexure-I	
2	Letter of Bid	As per format specified at Annexure-II	
3	Tender Fee	Scanned Copy of Demand Draft/ Banker's Cheque (In PDF Format)	
4	RISL Processing Fee		
5	Bid Security/EMD		
6	Details of Bidder	As per format specified at Annexure-III (In PDF Format)	
7	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)	Scanned Copy of Documents as per Clause No 1.3(I) of NIB (In PDF Format)	
8	Certified Copy of GST Registration, PAN Card and EPF registration(if applicable) or self declaration if EPF is not applicable	GST Registration, PAN Card EPF registration	
9	Power of Attorney for Signing Authority	As per format specified at Annexure-V (In PDF Format)	
10	Self-Declaration of No Blacklisting or Debarment	As per format specified at Annexure-VI (In PDF Format)	
11	Technical Eligibility Certificate/(s)	As per format specified at Annexure-VII (In PDF Format)	
12	Declaration of Acceptance of Terms & Conditions of the RFP	As per format specified at Annexure-VIII (In PDF Format)	
13	Financial Eligibility	As per format specified at Annexure-IX (In PDF Format)	
14	Copy of complete RFP Document along with all Annexure(s).	In PDF Format duly sealed and signed by Authorized Signatory of the Bidder	





PART-B: FINANCIAL BID

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.)

Name of the Bidder firm:

Signature (Authorized Signatory) :

Name of the Person :

Designation : Date:

Seal of the Bidder : Place:



**Annexure-II****Letter of the Bid****The Executive Director (Corporate Affairs)**

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

Sub: Leasing out space for provision of multi operator mobile coverage in the eight Jaipur Metro Stations.

Dear Sir,

1. With reference to your RFP Document RFP No. F.1(R-271)/JMRC/DC/Rev/IBS/2024-25/05, dated 29.07.2024, I/we, having examined the Bid Documents and understood their contents, hereby submit my/our Bid which includes the Cost of Bid Document for **Leasing out space for provision of multi operator mobile coverage in the eight Jaipur Metro Stations**. I/We also acknowledge that the Bid is unconditional.
2. I 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 aforesaid Project.
4. I shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Bid.
5. I 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 certify that in the last three years, I or our Associates have neither failed to perform on any contract/agreement, 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 authority for breach on our part /non participation in the any of the bidding due to blacklisting.
7. I declare that:
 - a) I 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 do not have any Conflict of Interest in accordance with this RFP Document; and
 - c) I 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 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 certify that the undertakings given by me 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 shall continue to abide by them.
- f) I 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 certify that in regard to matters other than security and integrity of the country, I or my/ our 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.
- h) I further certify that in regard to matters relating to security and integrity of the country, I/my/our Associates have not been charge-sheeted by any lessee of the Government or convicted by a Court of Law.
- i) I 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.
- j) I further certify that I/my/ our 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.
- k) I will inform the Authority forthwith along with all relevant particulars and the Authority may, in its sole discretion, disqualify me or withdraw the Letter of Award, as the case may be. I 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.
- l) 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.
- m) I 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. I agree not to seek any changes in the aforesaid draft and agree to abide by the same.
- n) I 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.
- o) I agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I 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.



- p) I agree and undertake to be liable for all the obligations of the Lease under the Lease Agreement till the completion of Lease Period in accordance with the Lease Agreement.
- q) I 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.

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

**ANNEXURE- III****DETAILS OF BIDDER**

1	Name of Bidder	
2	Legal Status of Bidder	
3	Date of Incorporation/Registration	
4	Office Address of Bidder with Contact & Communication details	
5	Particulars of Authorized Signatory	Name: Designation: Address: Telephone: Mobile: Fax: E-mail:
6	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:
7	GST Registration No.	
8	PAN No.	
9	EPF Registration No. (if applicable)	

Note:

- a) 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 Authorized Signatory with Bidder's seal.
- b) Copy of bank statement for last 3 financial years (certified by Bank) proceeding to the Bid Due Date in case the Bidder is a proprietorship/Partnership firm.

For and on behalf of :
Signature : (Authorized Signatory)
Name of the Person :
Designation :
Seal of the Bidder :
Date :
Place :

Authorized Signatory



**ANNEXURE – IV****FORMAT OF LEASE AGREEMENT**

(To be signed on Non-judicial stamped paper in accordance with the Stamp Act)

THIS AGREEMENT is made on..... This day.... of 2024 between Jaipur Metro Rail Corporation Limited (JMRC), a company incorporated under the provisions of the Companies Act, 1956/2013, having its corporate office at Admin Building, Metro Depot, Bhriugu Path, Mansarover, Jaipur-302020 (Raj). Here in after called the “LESSOR” of the one part, represented by (name and designation of representing officer), JMRC, Jaipur, (which term shall, unless excluded by or repugnant to the context, be deemed to include its heirs, representatives, successors and assignees.)

AND

(Name of the successful bidder) represented by (name and designation of representing officer) of the other part, here in after called the “LICENSEE” (which term shall, unless excluded by or repugnant to the context, be deemed to include its heirs, representatives, successors and assignees.)

WHEREAS JMRC IS ENTITLED IN LAW TO LEASE OUT SPACE AT ITS METRO STATIONS AND GRANT PERMISSION FOR THE PURPOSE OF RFP FOR LEASING OUT SPACE FOR PROVISION OF MULTI OPERATOR MOBILE COVERAGE IN THE EIGHT JAIPUR METRO STATIONS.

WHEREAS the Lessee is desirous to install Telecommunication infrastructure equipments for cellular signal enhancement in the Metro Stations, on the terms & conditions mentioned hereunder and has approached the JMRC for the purpose;

AND WHEREAS THE JMRC IS AGREEABLE TO GRANT THE LEASE; NOW, THEREFORE, THIS INDENTURE WITNESSED:

1. The following documents hereto shall be deemed to form an integral part of this Agreement:
 - I. The RFP Document (**RFP No. F.1 (R-271) /JMRC/DCA/REV/IBS/2024-25/05, Dated: 29.07.2024**) in its entirety along with all its Annexure, Appendices, etc.
 - II. Addendum and/or Corrigendum to the RFP Document the Bid Submitted if issued by the Corporation.
 - III. The Letter of Acceptance (LOA) issued by the Corporation in favour of the Agency.
 - IV. General Condition of Contract of JMRC.
 - V. SHE manual.
2. That the Lease for the said Space shall be valid for the period of 06 (six) years from _____ to _____ unless terminated earlier as provided in Clause 4.13 of the RFP.
3. That in consideration, Lessee shall pay JMRC every quarter in advance by way of Lease Rent, on or before 15th of the first month of the quarter, as under:

Contract Period	Monthly Lease Rent
First Year of the contract	
Second Year of the contract	
Third Year of the contract	
Fourth Year of the contract	
Fifth Year of the contract	
Sixth Year of the contract	

* GST/other taxes shall be extra & to be paid by Lessee as applicable

Authorized Signatory



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4. That the Lessee shall also pay the additional charges as per Clause No. 4.10 of the RFP document.
5. That the Lessee agrees, subject to the terms and conditions of the RFP document & this lease agreement to perform efficiently and faithfully all of the services of Installation of Telecommunication equipments for cellular signal enhancement inside metro stations and in carrying out all duties and obligations imposed by the Lease Documents.
6. That the Lesser shall provide electricity power connection with sub-metering arrangements. The Lessee shall pay the electric consumption charges on the basis of actual usage with applicable electricity tariff and norms of JVVNL for such commercial activities. The Lessee shall also pay lump sum installation charges and electricity bill security, as per provisions contained in Annexure-XI of the said RFP document.
7. That the Lessee shall make payment of Lease Rent, Electricity Bill Payment Security, Electricity consumption charges and other charges if any, by NEFT/RTGS/Demand Draft/ Banker's Cheque in favour of Jaipur Metro Rail Corporation Limited, payable at Jaipur.
8. That in case of delay in payment of Lease rent interest at 1% per month will be calculated on the outstanding amount for delay less than 15 days and at 2% per month for more than 15 days.
9. That any delay in payment beyond one month shall be considered as a default and such third default may result in termination of this lease agreement at the discretion of JMRC.
10. That the Lessee has paid towards Performance Security Deposit, a sum of Rs..... (Rupees only) by way of a Demand Draft/Banker's Cheque / Bank Guarantee/Fixed Deposit Receipt No. Dated and Advance Lease Rent for 1st quarter a sum of Rs. (Rupees) through NEFT/RTGS/Demand Draft/Banker's Cheque in favour of Jaipur Metro Rail Corporation, Jaipur.
11. That the Lessee has paid towards Installation Security Deposit, a sum of Rs. (Rupees only) by way of a Demand Draft /Banker's Cheque No. Dated: in favour of Jaipur Metro Rail Corporation, Jaipur.
12. That in the event of breach of the terms & conditions of the Lease agreement or **RFP No.F.1 (R-271)/JMRC/DCA/REV/IBS/2024-25/05, Dated: 29.07.2024** preceding this Lease Agreement, Lesser shall without prejudice to other rights and remedies be entitled to forfeit the Security Deposits or any part thereof. In such an event the Lessee shall pay in the same manner as stated above such additional sum immediately as he may be called upon by lesser to pay, so that the Security Deposits shall at all times during the continuance of these presents, be for the same amount. On the expiration or earlier determination of the Lease, the lesser shall return the Security Deposit, to the Lessee, without interest.
13. That the Lessee shall equip itself with all necessary permits, Licenses and such other permissions as may be required under the law in force at any time with regard to the operation of the subject Lease.
14. That the lesser shall provide bare space for the installation of the telecommunication infrastructure. All other requirements like partition etc. shall be arranged by the Lessee, at its own cost and efforts.
15. That it shall be the responsibility of the Lessee at all the times during the currency of the Lease agreement to obtain adequate fire, theft and burglary insurance coverage in respect of all its movable and immovable assets in the Lease premises and the Lesser shall not be responsible for any loss or damage caused to the Lessee on any accounts whatsoever.
16. That the Lesser reserves to itself the right to change the location of the designated space at any time and may at its discretion issue a notice to the Lessee to shift the telecommunication infrastructure to an alternative space within the premises within such





period as stated in the notice. In such a case, the Lessee shall be bound to shift the infrastructure within such time mentioned and accept the said alternate premises. If the Lessee fails to shift the infrastructure to the alternative Location within such time mentioned in the notice, the lesser shall disconnect and remove the installed infrastructure for the location and store it elsewhere. The cost of disconnection and storage in such a case will be charged to the Lessee.

17. That the Lessee shall use the designated space only for the bona fide purpose as mentioned in the RFP document and recitals in this Agreement, and for no other purpose.
18. That considering the stipulated provisions on electric safety at Metro premises, the Lessee shall adhere to Rules and Guidelines for release, upkeep and maintenance of electric power as detailed in Annexure-XI of the RFP document preceding to this Lease agreement.
19. That the Lessee shall make proper arrangements and be responsible for the safety / security of their equipment including other operators with whom it is sharing the infrastructure. Such measures as security personnel and CCTV cameras etc., as may be required by law applicable to Lessee.
20. That the Lease may be terminated on any of the following accounts:
 - a. By giving 3 months notice in writing from either side without assigning any reason.
 - b. Terminated by Lesser on short notice on account of unsatisfactory performance.
 - c. For reasons more fully described in the RFP No. F.1 (R-271) /JMRC /DCA/REV/IBS/2024-25/05, Dated: 29.07.2024 issued by JMRC, preceding this Lease Agreement
21. That in the event of any failure, negligence or breach, in the opinion of Lesser, on the part of the Lessee in complying with all or any of the conditions of the Lease agreement, Lesser shall be entitled and be at liberty to terminate the Lease forthwith and resume possession of the designated Space without payment of any compensation or damages and also forfeit in full or in part the amount of Security Deposits submitted by the Lessee. Lesser shall have the right to claim reimbursement of any cost that it may incur due to the breach of any terms and conditions by the Lessee, and may additionally impose justifiable penalty upon the Lessee, which shall not necessarily be limited to the amount of Security Deposit.
22. That the lesser and the Lessee further agree that they are bound by the terms and conditions of the RFP Document No. (Including any corrigendum and/or addendum/clarification thereof). In case of any conflict between the RFP Document No..... (Including any corrigendum and/or addendum/clarification thereof) and this Lessee Agreement, the later shall prevail insofar as the spirit of the RFP is not affected thereby.

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

Authorized Signatory

For Lesser (JMRC)

Witness:

a) Name and Address

b) Name and Address

Authorized Signatory

For Lessee (.....)

Authorized Signatory



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**ANNEXURE- V****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-271)/JMRC/DCA/REV/IBS/2024-25/05, Dated: 29.07.2024

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 "**Authorized 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 Lease out Space for Provisions of Multi Operator Mobile Coverage in Eight Metro Station 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 License 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 License 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 Authorized 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 Authorized 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.

(Signature, name, designation, and address)

Witnesses:

1.

(Signature, Name, Title, and Address of the Authorized Signatory)

Notes:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, lay down by the applicable law and the charter documents of the executants 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 favor 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

Authorized Signatory



**ANNEXURE- VI****Self-Declaration of No Blacklisting or Debarment**

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

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 affects 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,

For and on behalf of:

Signature	:	(Authorised Signatory)
Name of the Person	:	
Designation	:	
Seal of the Bidder:	:	
Date	:	
Place	:	

Authorized Signatory



**ANNEXURE- VII****TECHNICAL CAPACITY OF THE APPLICANT**

(DETAILS OF EXPERIENCE AS PER CLAUSE 1.3(v))

S/N	Name of organizations along with Address and telephone numbers	Type of contract	Contract Amount (Rs. Laky)	Duration of contract	
				From	To

(If the space provided is in sufficient, a separate sheet may be attached)

Note: Attach documents as per Clause 1.3(v) of RFP.

Date

Signature

Place

Name

Designation

Seal of Authorized Signatory (bidder)



**ANNEXURE- VIII****DECLARATION OF ACCEPTANCE OF TERMS & CONDITIONS OF THE RFP**

I/We,, having my /our office at....., have read and understood the RFP document for licensing for Station branding / Semi naming rights of New Aatish Market Metro Station[Package SB-04] We hereby agree and undertake as under:

I/We agree to all the terms & condition the request for proposal (RFP) No. F.1 (R-247)/JMRC/DC/SB-04/2024-25/.....Dated:....07.2024 issued by JMRC for licensing for Station branding / Semi naming rights of New Aatish Market Metro Station[Package SB-04] and corrigendum/ addendum issued, if any (all the pages of which have been signed by us in token of acceptance of the terms mentioned therein).

I/ WE also agree to abide by all the terms and conditions of the RFP Document including the License Agreement, General Conditions of Contract (GCC) & SHE manual of JMRC.

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

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

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.

I/We have our office in Jaipur or I/We shall have a designated point of contact in Jaipur before issuance of NTP.

Our offer shall invalid and open for acceptance for 180 days from the last date of bid submission.

Date:

Signature:

Place:

Name:

Designation:

Seal of Authorized Signatory

Authorized Signatory



**ANNEXURE-IX****FINANCIAL ELIGIBILITY OF BIDDER**

Name of the Bidder:

S. No.	Financial Year	Turnover (In Rs.)
1	Year 2021-22	
2	Year 2022-23	
3	Year 2023-24	
Total Turnover in above three Financial Years		
Average Annual Turnover for above three Financial Years		

Note: Attach documents as per clause 1.3 (iv) of RFP.

This is to certify that the information contained above is correct as per the audited financial accounts of the Bidder.

UDIN No. :

Date: (Signature, Name and Seal of Chartered Accountant)



**ANNEXURE-X****FORMAT OF BANK GUARANTEE FOR PERFORMANCE SECURITY DEPOSIT**

(Refer clause 3.10 (ii) (a) of the RFP)

In consideration of Jaipur Metro Rail Corporation Limited, Jaipur (hereinafter called JMRC) having agreed to exempt _____ (here in after called the selected bidder) from the **demand of security deposit of Rs..... on production of Bank Guarantee for Rs.....** for the due fulfillment by the selected bidder of the terms & conditions to be contained in a License agreement signed pursuant to the F.1(R-271)/JMRC/DC/Rev/IBS/2024-25/..... Dated:.....07.2024 issued by JMRC for Lease out Space for Provisions of Multi Operator Mobile Coverage in Eight Metro Station

We, _____ (name of the guaranteeing bank, hereinafter referred to as "the Bank") at the request of _____ (selected bidder) do hereby undertake to pay to JMRC, JAIPUR, an amount not exceeding Rs. _____, against any loss or damage caused to or suffered by, or which could further be caused to or suffered by, JMRC, JAIPUR, _____ by reason of any breach by the selected bidder of any of the terms & conditions contained in the said license agreement or RFP, or against any penalty imposed by JMRC on the selected bidder on such grounds.

1. We _____ (name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from JMRC, JAIPUR, stating that the amount claimed is due by way of loss or damages caused to or suffered by or which could further be caused to or suffered by JMRC, JAIPUR or by way of penalty imposed on the selected bidder by JMRC, on account of breach by the selected bidder of any of the terms & conditions contained in the contract agreement or RFP or by reason of the selected bidder's failure to perform the said agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of JMRC, JAIPUR, in these counts shall be final and binding on the Bank. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.
2. We _____ (name of the Bank) undertake to pay to JMRC, JAIPUR, any money so demanded notwithstanding any disputes raised by the selected bidder in any suit or proceeding pending before any court or tribunal relating thereto, our liability under the present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there-under and the selected bidder shall have no claim against us for making such payment.
3. We _____ (name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect immediately for a period of **93 Months** from date herein and further agree to extend the same from time to time so that it shall continue to be enforceable till all the dues of JMRC, JAIPUR, under or by virtue of the said agreement have either been fully paid and its claims satisfied or discharged, or till JMRC, JAIPUR, certifies that the terms & conditions of the Contract agreement and RFP have been fully and properly carried out by the selected bidder and accordingly discharges this guarantee.





4. We _____ (name of the Bank) further agree with JMRC, JAIPUR, that JMRC, JAIPUR, shall have the fullest liberty without our consent and without affecting in any manner our obligations here under to vary any of the terms & conditions of the License agreement and to forbear or enforce any of the terms & conditions relating to the Contract agreement or RFP and we shall not be relieved from our liability by reason of any such variation or for any forbearance, and /or any omission on the part of JMRC, JAIPUR, or any indulgence by JMRC, JAIPUR, to the selected bidder or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
5. This guarantee shall not be discharged due to the change in the constitution of the Bank or the selected bidder.
6. This guarantee shall be irrevocable and the obligations of the Bank here in shall not be conditional to any prior notice by JMRC, JAIPUR.

Place:

(Signature of the Bank Officer) Rubber stamp of the bank

Authorized Power of Attorney Number:

Name of the Bank officer:

Designation:.....

Complete Postal address of Bank:

.....

Telephone Numbers

Fax numbers.....

Note:

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

Executive Director/Corporate Affairs
Jaipur Metro Rail Corporation Ltd.
Admin Building, Metro Depot, Bhriugu Path,
Mansarovar, Jaipur-302020.



**Annexure-XI**

**RULES & GUIDELINES FOR RELEASE, UPKEEP & MAINTENANCE OF ELECTRICAL POWER
FOR RETAIL/ ADVERTISEMENT IN JMRC PREMISES**

1.	Electric power required for commercial / contractual activities within footprint of metro station/ premises have to be sourced from existing available JMRC network only at stations subject to its technical feasibility. The disbursement of electric power at different stations shall be dealt with individually under separate connections. In case of Roof Top Towers and all kinds of telecom towers, the Licensee shall have option of taking direct electric power connection from JVVNL. Further, for large retail areas (category-B), the Licensee shall have to take electric power connection directly from JVVNL while meeting out all the requirements for Electrical safety, fire safety and shall obtain NOCs from concerned authorities.	
2.	The available JMRC power network is reliable and having adequate redundancy. DG supply shall not be made available i.e. the power fed shall be from normal JVVNL source without backup network. Lessee/ Licensee may however, provide UPS/Inverter at their cost if they so desire for backup supply to their Licensed premises/works requirement.	
3.	Installation of DG set for normal/ standby power by Licensee/ private parties is not permitted. The Lessee/ Licensee may use suitable voltage stabilizer(s)/ power factor correction equipment as per its requirement. Further, JMRC shall not be responsible for any interruption/ diminution of the power supply.	
4.	Normally, electric power up to maximum demand of 20 kW on LT Three Phase 400 Volt can be released. However, LT Single Phase 230 V supply shall be given for connected load up to 5 KW, subject to its technical feasibility.	
5.	Application for temporary/ permanent electric connection is to be made (addressed) to General Manager (Traction/E&M), JMRC in the prescribe Performa appended to these Rules & Guidelines, clearly stating the purpose for taking the connection, enclosing the documentary proof of having awarded contract by JMRC for which they need the electric supply, mentioning the site details where connection is required and the load in KW and the period for which connection is applied for.	
6.	Temporary connections shall be released by JMRC from nearest source point with sub-metering arrangements. Permanent connection for retail space shall be released from extended supply point which shall be installed by JMRC adjacent/ near/ inside the retail space/PAP Panel at ASS as per technical feasibility.	
7.	In case of advertisement kiosk/ hoardings inside or outside the station premises, the power supply shall be extended from a single supply point to a group of kiosk/ hoardings, depending upon the load & technical feasibility. These supply point shall be Provided by JMRC near to the load center/PAP Panel at ASS as per feasibility. The licensee (of advertisement contract) shall extend & maintain the power supply at their own from the supply point the Load (s).	
8.	Release of temporary connection:	
8.1.	Temporary connection may be given in following cases:-	
	i.	At the time of setting up the retail shop/Kiosks etc., for related Construction activity before Permanent connection.
	ii.	For any exhibition, display of products etc. for very short period.



8.2.	Initially, temporary connection shall be given up to 30 days. During these 30 days, Rs.100/- per week per KW or part there of shall be charged(temporary connection charges)over and above applicable tariff(Rate of electricity shall be charged from Licensee at JVVNL tariff applicable for the purpose to JMRC) to take care of Expenditure owned by JMRC for release of electric connection.
8.3.	All electrical works for temporary connection beyond this source/ supply point (JMRC sub meter) shall be under taken by the Licensee, confirming to electrical safety and technical suitability as certified by authorized Representative of JMRC.
8.4.	In case extension of work is given on JMRC account by HOD concerned, the temporary connection charges for the entire period shall be charged @ Rs.100/- per KW per week. If extension of work is given on contractor's account, the existing rate of Rs.200/-per KW per week shall be charged for extended period Beyond 30days of providing temporary connection.
8.5.	Electrical Security Deposit for tentative consumption of electricity for one month @ Rs. 6000/-per KW shall have to be deposited by Licensee before release of temporary connection. Billing shall be done as per applicable tariff at the end of month/ period of temporary connection, whichever is earlier and Licensee shall have to deposit the bill amount within seven days of issue of bill, failing which, the electric connection shall be disconnected without any prior notice. The reconnection of electricity shall be done after depositing the due Bill amount along with a token penalty of Rs.2000/-in each case.
8.6.	The electrical security deposit shall be adjusted/refunded at the end of the period of temporary connection to Licensee.
9.	Release of Permanent Connection:
9.1.	Following works shall be carried out by JMRC for release of permanent electrical connection to retail areas/advertisement panels/mobile towers etc.:
i	Supply and laying including end termination of suitable size(rating suitable for allowable electric load)LTFRLS cable(from source to nearest point as per feasibility) as per standard Specifications.
ii	Supply and lying of meter box, pre/post-paid energy meter and MCB for extending the power.
iii	Connection to advertising licensee for illuminated boards/ panels shall be given at one point on each entry/exit at ground/concourse level and at each platform with provision of meter(s) as per technical feasibility .Extension of electric supply from these points to advertisement board / Panels shall be done by licensee at their own cost. Each of such electric point shall be considered one electric connection. The wiring shall have to be done as per JMRC specification with use of wires/conduits/switch gears of standard brands/makes approved by JMRC.
iv	Electric connection to various mobile towers or other installations on roof / outside covered area shall be given from PAP panel in ASS. Provision of meter can be made either in ASS or near to installation of Licensee as per JMRC convenience. All works of cabling / wiring from PAP panel to his installation shall be done by Licensee at his own cost with use of material such as cables / wires / switchgears of standard brands / makes approved by JMRC and the work shall have to be carried out as per JMRC's specifications and under supervision of E&M Department of JMRC.
Licensee is required to pay a lump-sum amount (non-refundable) given below towards the cost of electrical works / augmentation work required for extension of power from JMRC panel/ DB up to JMRC meter box, adjacent/ near/PAP panel in ASS to the licensed space: 1. For1KWload- Rs.6,000	



	2. For 2KW load– Rs.12,000 3. For 5KW load– Rs.30,000 4. For 10KW load– Rs.40,000 5. For 15KW load– Rs.50,000 6. For 20KW load– Rs.60,000 The lump sum installation charges are to be payable by Licensee against each single connection for installation and maintenance thereof, during the contract/ extended contract period. No additional installation charge should be paid during the extended contract period. However during contract period any replacement/ renewal of installations, due to lessee/licensee's fault/negligence shall be done by JMRC at the cost of Licensee.	
9.3.	Licensee shall extend power supply from JMRC Meter at his own cost as per approved makes and specifications. Licensee is also required to comply with necessary provision for fire safety norms of JMRC. The Licensee shall execute electrical works within the licensed space at his own with prior in-principle approval for electrical safety scheme by JMRC.	
9.4.	Permanent connection shall be given after ensuring all safety compliance and completion of electrical and fire safety works in all respect by the applicant. JMRC representative shall inspect the electrical installation Work executed by the JMRC Licensee for release of electrical connection.	
9.5.	Applicant shall ensure that fire detection and suppression measures installed inside premises are kept in good working conditions at all times.	
9.6.	Electrical Security Deposit of Rs.6,000 per kW for load up to 5kW and Rs.10,000 per 5kW-for additional Load up to 20 kW shall have to be deposited by the applicant before release of permanent connection. Billing shall be done as per the applicable tariff (Rate of electricity shall be charged from Licensee at JVVNL tariff applicable for the purpose to JMRC) at the end of each month and Licensee shall have to deposit the billed amount within ten days of issue of bill, failing which, the electric connection shall be disconnected without any prior notice. The reconnection of electricity shall be done after depositing the due bill amount along with a token penalty of Rs. 2000. The electrical security deposit shall be adjusted/refunded at the end of the period Of permanent connection to Licensee.	
10.	Underground metro stations are already air-conditioned and hence separate AC for licensed premises in that area is not required. In underground stations, installation of window/split AC is not permitted. At some of the retail spaces, tapping of connection from chilled waterline shall be required. Such works after tapping Point shall be done by Lessee/ licensee.	
11.	For elevated stations Licensee may provide AC at his own cost conforming to detailed specifications of JMRC and within the sanctioned load to them.	
12.	Specifications for Electrical Works	
	I	All the electrical work done within the Applicant's premises including wiring ,power outlets and gadgets are to be used and maintained properly for guarding against short circuits/fires and are as per the Indian Electricity Rule, 1956 and other applicable laws, statutory provisions and standards in force at the time, and indemnify JMRC against any loss accrued To the Applicant on this account.



	ii.	Only FRLS cable of required size shall be used for tapping off supply from JMRC fixed supply to Applicant premises in rigid GI Conduit pipe. However for underground station FRLSZH cable shall be used. Use of PVCs is strictly prohibited in underground station area. The wiring scheme, the type of wiring, size of wires, various loads, plug point, light fan etc. Shall be as per JMRC's approval.																				
	iii.	Cables up to 6 Sq.mm shall be of copper conductor and above 6 Sq.mm Aluminum conductors may be used. However in case of underground station, use of Aluminum conductor cable is not allowed. Cables for single phase shall be three core, with one core as earth. For three phase load, four core cables along with separate 2nos.of 8 SWGGI wires shall be used for earthing. For underground stations, 2 separate earth wire of 8 SWG copper conductors shall be used.																				
	iv.	For elevated stations, all wires shall be FRLS. Cables shall be armored, XLPE, FRLS. In case of Underground stations, all wires and cables shall be armored, XLPE FRLSZH and conform to NFPA-70, BS-6724 and BS672																				
	v.	Applicant shall provide as separate protection for their electric requirement with proper Discrimination with upstream breaker.																				
	vi.	All materials specification must follow standards, codes and specification As used by JMRC in the E&M works. Applicant shall use reputed Brand/make Electrical wiring and switch gear items. List of approved makes by JMRC is given below: List of Approved Makes:																				
		<table> <tr> <th>SN</th><th>Item</th><th>Approved Makes</th></tr> <tr> <td>1.</td><td>GI Conduit Pipes</td><td>ISI Marked</td></tr> <tr> <td>2.</td><td>GI Conduit Accessories</td><td>Confirming to BIS/ISI as per approved Samples</td></tr> <tr> <td>3.</td><td>Copper Conduct or FRLS, PVC insulated wires (ISI mark)</td><td>National, Ecko, Finolex, Havells, Grandly, NICCO, Asian, PolyCab</td></tr> <tr> <td>4.</td><td>Copper Conduct or FRLSZH, PVC insulated wires (ISI mark) use for underground station</td><td>Polycab, Ducab Dubai, Cords Cables, KEI.</td></tr> <tr> <td>5.</td><td>FRLS Cables Al (ISI mark)</td><td>Fort Gloster, NICCO, Finolex, Asian/RPG, KEI, Havells, Polycab, CCI, Universal</td></tr> <tr> <td>6.</td><td>FRLS Cables Al (ISI mark)</td><td>Fort Gloster, NICCO, Finolex, Asian/RPG, KEI, Havells, Polycab, CCI, Universal</td></tr> </table>	SN	Item	Approved Makes	1.	GI Conduit Pipes	ISI Marked	2.	GI Conduit Accessories	Confirming to BIS/ISI as per approved Samples	3.	Copper Conduct or FRLS, PVC insulated wires (ISI mark)	National, Ecko, Finolex, Havells, Grandly, NICCO, Asian, PolyCab	4.	Copper Conduct or FRLSZH, PVC insulated wires (ISI mark) use for underground station	Polycab, Ducab Dubai, Cords Cables, KEI.	5.	FRLS Cables Al (ISI mark)	Fort Gloster, NICCO, Finolex, Asian/RPG, KEI, Havells, Polycab, CCI, Universal	6.	FRLS Cables Al (ISI mark)
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		11.	Luminaries	Philips/Schrader/Osram/Bajaj/ Thorn /Crompton
		12.	Air Conditioner (Minimum three star rating)	Hitachi, BlueStar, O-General, Daikin, Voltas, LG, Samsung,
13.	Other Terms and Conditions:			
13.1.	The Applicant shall pay for the energy so supplied and all other charges at the rates set out by JVVNL Tariff Schedule and the miscellaneous charges for supply as may be in force from time to time, including advance Electrical Security Deposit.			
13.2.	The electrical connection shall be applied & released in the name of Licensee only. In case Lessee/ Licensee has sub-let the premises/ space to any franchise/ sub-lessee/Sub licensee, the onus of payment of electricity bills etc. and adhering to the Rules & Guidelines of electrical safety & maintenance shall be of Lessee/ Licensee only.			
13.3.	The Applicant shall have no objection for the DISCOMs to carryout Inspections of the Applicants' Meters & Equipments any Observation made by such Agencies, which are acceptable to JMRC, shall be binding on the Applicant for Attention/Compliance.			
13.4.	JMRC shall be entitled to disconnect the supply of energy by issuing a disconnection notice in writing, to the Applicant, if the Applicant is in default of payment of the due charges.			
13.5.	The applicant shall pay the full amount mentioned in the Monthly/Bi-monthly Consumption Bill as raised by JMRC before the last date mentioned in such Monthly. /Bi-monthly Bill.			
13.6.	All or any taxes/duties, as may believe on the supply of electricity to the Applicant by JMRC, shall be paid and borne by the Applicant.			
13.7.	The Applicant agrees that JMRC would accept an application from the Applicant for reduction in load only after one year from the original sanction. All applications for load enhancement by the Applicant would be dealt with by JMRC as a new connection and JMRC would follow the procedure as in the case of a new connection.			
13.8.	JMRC shall have the right to recover the fixed charges due as per applicable tariff or the remaining contracted period in case the contract is terminated prior to the expiry of the contracted period.			
13.9.	If there is any harm/loss to the property of JMRC or to any other third party due to fault in the electrical work, outlets or apparatus within the premises of the applicant, all the loss shall be borne by the Applicant.			
13.10.	The Total Demand Load & Total Connected load shall be treated as same. Applicant shall have to pay applicable demand charges as per the Total Connected Load Only.			
13.11.	Applicant shall use Energy efficient lighting & shall provide proper Lighting fixtures, Lamps, Electronic Ballast etc. Applicant shall provide uniform & good illumination level.			
13.12.	Applicant shall provide proper Earthing connection as per the applicable standards and shall terminate the same to the JMRC's Distribution Board or to any other place as directed by the JMRC. Installation Test Report issued by licensed electrical wiring contractor in the prescribed format (available with the application form) and counter signed by the applicant shall be submitted by the Applicant. Every shop/ Retail Space area must have enough Fire Extinguishers as stipulated.			
13.13.	Applicant shall not be allowed to provide Room Heating appliance of any kind in the leased/licensed area.			



13.14.	In case, the Applicant is found misusing Electricity or tampering with the Energy meter, a token penalty of Rs. 1000 shall be charged from him along with disconnection of power supply. Reconnection of power supply shall be done only after charging Rs. 2000 as reconnection fee and clearance of all dues duly obtaining approval of Competent Authority of JMRC.
13.15.	The applicant shall not cause a demand more than sanctioned load. In case he causes a demand more than sanctioned load in a particular month, apart from being disconnected, he shall be required to pay an extra charge equal to the same percentage of the fixed and energy charges by which percentage the excess demand has actually been caused. In case, the power requirement in addition to the sanctioned load is felt by Licensee, the same shall be applied to GM (Tr./E&M). On payment of demand charges and sanction of Additional load only, the Licensee shall be titled to use additional load.
13.16.	The Applicant shall have no objection at any time to the rights of JMRC to supply energy to any other consumer from the service line or apparatus installed by JMRC inside/ adjacent to applicant's premises.
13.17.	The supply shall be used for the purpose that it has been sanctioned by JMRC and shall not be misused in any way to serve any other purposes.
13.18.	The power supply shall not be extended/sub let to any other licensee/lessee/user.
13.19.	JMRC shall be at liberty to adjust the electricity consumption charges along with any other charges against the consumption deposit paid by the Applicant, in the event of termination of the agreement prior to the expiry of the contracted period or in case of any contractual default.
13.20.	JMRC shall be at liberty to transfer the dues remaining unpaid by the Applicant, after adjusting the advance electrical security deposit, to other service connections(s) that may stand in the Applicant's name.
13.21.	The applicant shall allow clear and unencumbered access to the meters for the purpose of meter reading, maintenance, inspection, checking, testing etc. in case the same is installed inside the leased/licensed Premises.
13.22.	JMRC shall be entitled to disconnect the service connection under reference in the event of any default and /or non-compliance of statutory requirements and/or in consequence of legally binding order by statutory authority (is)/court of Law, without prejudice to the JMRC's rights to exercise its rights under law including that of getting its due payments as on the date of connection. The Applicant undertakes to pay penalty imposed by JMRC on its own discretion for the damages caused to the licensed property on account Of any default or non-compliance of any statutory requirements.
13.23.	The applicant acknowledges and accepts that the relationship of the applicant with JMRC is not that of a consumer and Service provider but that of a commercial arrangement where the applicant has taken on lease/license premises of JMRC and the Electricity connection is being provided as a part of the above Arrangement.
13.24.	Licensee shall ensure that all electrical wiring, power outlets and gadgets are used and maintained properly, for guarding against short circuits / fires. The instructions in this regard by the JMRC Electrical Inspector/ authorized representative must be complied with. Any cost/s associated with implementation of such instruction shall be borne solely by the Applicant. The Applicant voluntarily and unequivocally agrees not to seek any claims, damages, compensation or any other consideration whatsoever on account of implementing the instruction issued by JMRC Fire Officer, Electrical Inspector, Security Officer or their Authorized representative from time to time.



13.25.	At the end of the contract (pre-mature surrender/termination, natural completion, etc.) all cable, pre/post- paid meter, connected software, etc. which are installed by JMRC, shall be sole property of JMRC. The Lessee/ Licensee shall leave the premises without any damage to JMRC's electrical installation after expiry Of the contract.
13.26.	The Lessee/ Licensee shall be at liberty on termination of his license/ contract to remove or take away such fixtures, fittings and electrical appliances installed by it, leaving the licensed premises, as far as possible, in the same conditions structurally, reasonable wear and tear and acts of God and nature excepted.

**ANNEXURE-XII****FORMAT FOR INTIMATION FOR DEPOSITION OF PAYMENTS VIA RTGS/NEFT/ECS**

1. Name and address of Client/Licensee_____
2. Contract Name_____
3. Contract Detail/Number/Space/Package name_____
4. Invoice No. and Date_____
5. Period of Invoice_____
6. Head/item wise details of payment to be submitted as described in the invoice:

Item No.	Description/Head details	Period	Amount (in Rs.)
I.	License Fee		
II.	Interest		
III.	Penalty		
IV.	GST		
V.	Any other		
Gross amount			
Less statutory deductions, if any			
Net amount deposited			
Payment Details:(NEFT/RTGS/ ECS)			
Licensee's Bank name & IFSC Code			
Transaction ID/Reference ID			
Date & Time of transfer			
JMRC's Bank name, Branch & IFSC Code			

7. TDS registration No. of Licensee_____
8. GST registration No. of Licensee_____

Signature, Name and designation
Of Authorized Representative of Licensee

TO BE FILLED BY JMRC

The Licensee has sent above details for License Fee Paid. This is for reconciliation at your end.
Any discrepancy may be intimated please.

Signature

(Representative of Non-Fare Revenue Department/JMRC)

Sr. EO (Accounts), JMRC

**ANNEXURE-XIII****Compliance with the Code of Integrity and No Conflict of Interest**

Any person participating in a procurement process shall:

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

Conflict of Interest:

The Bidder participating in a bidding process must not have a Conflict of Interest. A Conflict of Interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

- a. 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:
- b. have controlling partners/ shareholders in common; or
- c. Receive or have received any direct or indirect subsidy from any of them; or c. have the same legal representative for purposes of the Bid; or
- d. have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Entity regarding the bidding process; or
- e. The Bidder participates in more than one Bid in a bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one Bid; or
- f. the Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, Works or Services that are the subject of the Bid; or
- g. Bidder or any of its affiliates has been hired (or is proposed to be hired) by the
- h. Procuring Entity as engineer-in-charge/consultant for the contract.



**ANNEXURE-XIV****DECLARATION BY THE BIDDER REGARDING QUALIFICATIONS**

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

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

I/we do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition;

Date:

Signature of bidder

Place:

Name Designation:

Address:



**ANNEXURE-XV****GRIEVANCE REDRESSAL DURING PROCUREMENT PROCESS**

The designation and address of the First Appellate Authority is MD, JMRC, and JAIPUR. The designation and address of the Second Appellate Authority is Principle Secretary (UDH), GoR.

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

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

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

(2) The officer to whom an appeal is filed under Para (I) shall deal with the appeal as expeditiously as possible and shall Endeavour to dispose it of within thirty days from the date of the appeal.

(3) If the officer designated under Para (1) fails to dispose of the appeal filed within the period specified in Para (2), or if the Bidder or prospective bidder or the Procuring Entity is aggrieved by the order passed by the First Appellate Corporation, the Bidder or prospective bidder or the Procuring Entity, as the case may be, may file a second appeal to Second Appellate Corporation specified in the Bidding Document in this behalf within fifteen days from the expiry of the period specified in Para (2) or of the date of receipt of the order passed by the First Appellate Corporation, as the case may be.

(4) Appeal not to be in certain cases

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

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

(5) Form of Appeal

- a. An appeal under Para (I) or (3) above shall be in the annexed Form along with as many copies as there are respondents in the appeal.
- b. Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.





- c. Every appeal may be presented to First Appellate Corporation or Second Appellate Corporation, as the case may be, in person or through registered post or authorized representative.

(6) Fee for filing appeal

- a. Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable.
- b. The fee shall be paid in the form of bank demand draft or banker's cheque of a Scheduled Bank in India payable in the name of Appellate Corporation concerned. (7)

Procedure for disposal of appeal

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





FORM No. 1 [See rule S3]

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

Appeal No of.....

Before then..... (First / Second Appellate Authority)

1. Particulars of appellant:

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

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

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

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

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

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

Grounds of appeal (Supported by an affidavit):

Prayer:

Place:

Date:

Appellant's Signature





ANNEXURE-XVI

Validate		Print		Help		Percentage BoQ	
Tender Inviting Authority: Director (Corp. Affairs), Jaipur Metro Rail Corporation Limited							
Name of Work: Leasing out space for provision of multi Operator for Mobile Coverage at Eight (08) Metro Stations							
No. F.1 (R-271)/JMRC/DC/Rev/IBS/2024-25/05, Date:29.07.2024							
Name of the Bidder/ Bidding Firm /							
PRICE SCHEDULE (This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only) Terms & Conditions: 1) We understand that a Bidder can submit only one bid for the Project. 2) Bidders shall be required to quote percentage above the base rate of Lease Rent (Per Month). Bidder who offers highest Lease Rent (Per Month) shall be the successful Bidder. 3) Lease Rent (Per Month) accepted for the selected bidder shall be escaleted annually @6% on annual compounding basis.							
Sl. No.	Item Description	Quantity	Units	Estimated Rate per Month in Rs.	TOTAL AMOUNT Without Taxes in Rs.	TOTAL AMOUNT In Words	
1	2	4	5	6	7	8	
1	Base Rate (Per Month) for First Year for Leasing out space for provision of multi Operator for Mobile Coverage at Eight (08) Metro Stations	1.000	Rs per Month	427000.000	427000.00	INR Four Lakh Twenty Seven Thousand Only	
Total in Figures					427000.00	INR Four Lakh Twenty Seven Thousand Only	
Quoted Rate in Figures			Select		0.00	INR Zero Only	
Quoted Rate in Words		INR Zero Only					

