



JAIPUR METRO

JAIPUR METRO RAIL CORPORATION LIMITED

(A Government of Rajasthan Undertaking)

Admin Building, Metro Depot, Bhriku Path, Mansarovar, Jaipur-302020

E-mail: jgmrev@jaipurmetrorail.in; Telephone: 0141-2822755



75
आजादी का
अमृत महोत्सव

FI(R-207)/JMRC/DC/REV/RETAIL/HPMC/2022-23/1627 Date: 19 JUN 2024

(Through Speed Post/E-Mail)

To,
Regional Manager,
HPMC Cold Storage,
HPMC Limited,
C-1,2,3, Lawrence Road,
Delhi-110035

Sub: - Allotment of Retail Spaces for installation of HPMC Juice stalls at Sindhi Camp Metro Stations (RPSC-03).

Ref:-

- 1) Your letter Ref. No. HPMC/MKT/JMRC/2023/6224 Dated 08/02/2024.
- 2) Annexure-B (Bidder's profile & Bid form submitted on dated 26/02/2024.

Sir,

In reference to your letter and E-mail referred above, JMRC is pleased to inform you that your request for allotment of sites for installation of HPMC Juice stalls at Sindhi Camp Metro Stations (RPSC-03) of JMRC has been accepted as per the Policy for allotment of retail spaces to Government entities, PSUs, Autonomous Government bodies on single tender/ direct nomination basis at negotiated rates.

You are hereby requested to be present on **25.06.2024 at 12:00 PM** for negotiations with necessary Profile/KYC original documents as mentioned in the JMRC policy circular No. 01/2023-24.

Enclosed: JMRC Policy Circular No. 01/2023-24

(Sanjay Bansal)
Executive Director (Corp. Affairs)

Copy to:- 1628-1632 19 JUN 2024

1. Managing Director, HPMC Limited
2. Director (Corp. Affairs)- through e-mail
3. GM (Fin.), GM (Civil), JGM (Revenue)- of JMRC (Committee members) for negotiations and further necessary actions.
4. JE (IT Cell) JMRC for uploading on SPPP and JMRC portals.
5. Notice Boards JMRC

Signature Not Verified

RajKaj Ref
8166471



Digitally signed by Sanjay Bansal
Designation : Executive Director
Date: 2024.06.19 16:31:18 IST
Reason: Approved



JAIPUR METRO RAIL CORPORATION LIMITED

(A Government of Rajasthan Undertaking)

A-210, Admin Building, Metro Rail Depot, Bhrigu Path, Mansarovar, Jaipur-302020

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

JAIPUR METRO



No. F.1 (R-212)/JMRC/DC/Rev./Guidelines/2022-23/795 Dated: 09 MAY 2023

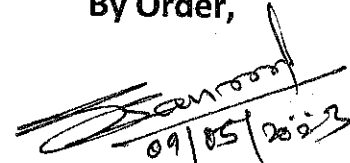
NOTIFICATION No. - 02

Subject: Policy for entering into Lease/License/Concession Agreement with Government entities, PSUs and Autonomous Government Bodies etc. on Single Tender/Nomination basis.

Pursuant to 57th Board of Directors' meeting and in accordance with the Board resolution no. 57.12, the policy for entering into Lease/License/Concession Agreement with Government entities, PSUs and Autonomous Government Bodies etc. on Single Tender/Nomination basis for revenue tenders of Category-A Retail Spaces is hereby notified with immediate effect.

Enclosed: Policy Circular No. 01/2023-24

By Order,


09/05/2023
(Sanjay Bansal)

Executive Director (Corp. Affairs)

Copy To: 796-803 / 09 MAY 2023

1. PS to CMD, JMRC
2. All whole time Directors, JMRC.
3. All Executive Directors, JMRC.
4. All General Managers, JMRC.
5. All JGMs/DGMs/Managers, JMRC.
6. Company Secretary, JMRC with reference to item no. 57.12 of minutes of Board meeting held on 28th March 2023.
7. IT Cell, JMRC for placing the order on JMRC website.
8. Policy Guard file.



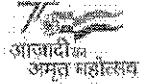
JAIPUR METRO

JAIPUR METRO RAIL CORPORATION LIMITED

(A Government of Rajasthan Undertaking)

Admin Building, Metro Depot, Bhriku Path, Mansarovar, Jaipur-302020

E-mail: jgmrev@jaipurmetrorail.in; Telephone: 0141-2822755



Policy Circular No. 01/2023-24

Subject: Policy for allotment of retail spaces to Government Entities, PSUs, Autonomous Government bodies on Single Tender/Direct Nomination basis at negotiated rates:-

I. OBJECTIVE :

Metro Rail Policy 2017 mandates on Commercial/property development at stations and on other urban land categorizing it as a key instrument for maximizing revenues in metro rail/ railway systems in cities around the world.

Point D (vii) (d) of Metro Policy states - *The DPR should also mandatorily contain a chapter on enhancing non-fare box revenue through conventional as well as innovative means. The State Govt. shall ex-ante commit the enabling policy and regulatory framework and provision of requisite permissions, clearances & licenses etc. for all avenues of exploiting non-fare box revenue such as advertisements, leasing of space, fire clearances etc. under the state statute and rules through a single window facility to the SPV/agency implementing the metro rail project.*

In the same lines in order to boost core business of Mass Rapid Transit System, JMRC is engaged in the process of revenue augmentation through non-fare revenue measures, the vacant retail spaces are regularly put up for lease out through a process of open bidding to fetch non fare revenue on competitive rates.

To ensure expeditious and optimum utilization of these retail spaces and to enhance the non fare revenue from vacant retail spaces (category-A space having area less than 500 sqm.) this policy has been framed for effective, uniform & transparent revenue contract management for allotment of vacant retail spaces of category-A to Government entities, PSUs and Autonomous Government Bodies etc. on Single Tender/Nomination Basis at negotiated rates, where ever applicable.





JAIPUR METRO

JAIPUR METRO RAIL CORPORATION LIMITED

(A Government of Rajasthan Undertaking)

Admin Building, Metro Depot, Bhriugu Path, Mansarovar, Jaipur-302020

E-mail: jgmrev@jaipurmetro.in; Telephone: 0141-2822755

आज्जारीक
अमृत महोत्सव

II. DEFINITIONS :

In this Policy Document, the following expressions shall have the meaning stated herein:

- **Agency/Applicant Agency:** means any Government Entity, PSU & Autonomous Governmental body applying for allotment of retail space(s) on direct nomination/single tender basis.
- **Agreement or Lease Agreement:** means The Contract/License/Lease Agreement to be executed between JMRC and the Agency, subsequent to the Letter of Acceptance as per the format at **Annexure-D**.
- **Addendum/Amendment:** means any written amendment / addendum / corrigendum to this policy/BID DOCUMENT, from time to time issued by JMRC to the agency/agencies.
- **Retail Space:** means the retail spaces at Jaipur Metro Stations & other premises identified/ planned/used for retail business.
- **Authorized Signatory:** of the agency shall mean the person with agency authorization.
- **Bid:** shall mean a valid, final and binding offer, which includes the Technical Documents and Financial Proposal, Performance Security and other documents submitted by a agency in response to and on the terms and conditions contained in this Policy/Bid Document.
- **Bid Document:** shall mean the last approved BID DOCUMENT in respect of the said lease space (Category-A), including all - attached hereto and any addendum, corrigendum issued in accordance with the terms hereof.
- **Bidder Authorization:** shall mean the authorization to the person signing the bid as per **Annexure-C** - Power of Attorney in favor of the person signing the bid.
- **Bidding Process:** shall mean the process as detailed in this policy/BID DOCUMENT.
- **Conditions of Award:** shall mean the conditions as specified in Clause 4 to be fulfilled by the agency, for the award of the Lease.
- **Contact Person:** shall mean the single contact point from the agencies side with whom the Authority will interact with regard to this Bidding/allotment process.





JAIPUR METRO

JAIPUR METRO RAIL CORPORATION LIMITED

(A Government of Rajasthan Undertaking)

Admin Building, Metro Depot, Bhriгу Path, Mansarovar, Jaipur-302020

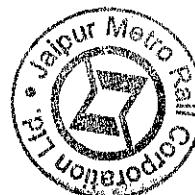
E-mail: jgmrev@jaipurmetrorail.in; Telephone: 0141-2822755



- **Corporation:** means Jaipur Metro Rail Corporation Limited.
- **JMRC/ JMRCL/ JaipurMetro /Authority /Corporation /Metro:** means Jaipur Metro Rail Corporation Limited.
- **Lease:** shall mean the lease granted under the Lease Agreement to undertake the approved activity for utilization of leased space for retail business pursuant to this Policy/BID DOCUMENT.
- **Lease Rent:** means the amount payable by the Lessee to JMRC as per rates offered by the lessee/selected agency for utilization of leased space pursuant to this Policy/BID DOCUMENT and accepted by JMRC to be paid by the Lessee along with other charges and any kind of GST, local levies, statutory duties, etc. that may be payable by the Lessee, as per prevalent laws.
- **Letter of Acceptance:** means the written intimation issued by JMRC to the Selected Agency/Agencies intimating the acceptance of Selected Agency's Proposal for the award of Lease.
- **Permits:** shall mean and include all applicable statutory, environmental or regulatory licenses, authorization, permits, consents, approvals, registrations and franchises from the concerned governmental authority.
- **Prohibited Practices:** shall be as defined in relevant Clause of the BID DOCUMENT.
- **NTP:** means Notice to Proceed i.e., letter to be given to the Selected Agency/Agencies for utilization of leased space for retail business subsequent to signing of agreement pursuant to this BID DOCUMENT.

III. IMPLEMENTATION OF POLICY :

1. **Lease Period** -The lease of retail space shall be for a period of 10 years (Ten) years, unless otherwise terminated by JMRC or surrendered by the Lessee. The tenure of Lease agreement shall commence from the date of commencement of Lease Rent (i.e., 46th day of issue of NTP).
2. **Lock-in Period** -There will be an initial lock-in period of 3 years.





JAIPUR METRO

JAIPUR METRO RAIL CORPORATION LIMITED

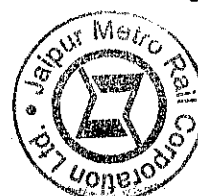
(A Government of Rajasthan Undertaking)

Admin Building, Metro Depot, Bhrigu Path, Mansarovar, Jaipur-302020

E-mail: jgmrev@jaipurmetrorail.in; Telephone: 0141-2822755



3. **Partial surrender or Allotment of extra space** – Partial surrender of space shall not be permissible during the entire tenure of lease agreement. However, extra space may be provided on mutual consent of the Lessee & JMRC on the same terms and conditions. Proportionate additional lease rent shall be charged for such extra retail space.
4. **Escalation** – The Lessee shall pay the Lease Rent for retail space to JMRC as per the accepted rates. The accepted lease rent shall be increased 6% every year on compounding basis.
5. **Bid security declaration** – No bid security shall be taken from Government agencies. However, In lieu of Bid security a bid securing declaration shall be taken from Government Entities, PSUs & Autonomous Governmental bodies.
6. **Performance Security Deposit** – Performance Security Deposit equal to 6 months (Six months) of accepted monthly Lease Rent of the retail space applicable for the first year of Lease period, in the form of DD/Banker's Cheque from any scheduled bank drawn in favor of Jaipur Metro Rail Corporation Ltd. shall be deposited by the Lessee.
 - (i) The Performance Security is to ensure due performance of all obligations of the Lessee under the Contract and against an event of default by the Lessee and/or any material breach of its obligations there under.
 - (ii) In case of more than one Retail space, a separate DD/Banker's Cheque against performance security would be required for each Retail space as the case may be.
 - (ii) Performance Security Deposit(s) shall not carry any interest during the entire tenure of the Lease.
 - (iii) The Performance Security Deposit shall be forfeited and adjustment of outstanding dues shall be done separately, if any, made in accordance with this contract, to the bidder on his application within one month after the site is handed over to JMRC at the end of full term of Lease period.
7. **Lease rent free grace period** – The Lessee shall be given a lease rent free grace period of 45 (Forty Five) days from the date of issue of NTP for completion of the development work of the retail space.





JAIPUR METRO

JAIPUR METRO RAIL CORPORATION LIMITED

(A Government of Rajasthan Undertaking)

Admin Building, Metro Depot, Bhrigu Path, Mansarovar, Jaipur-302020

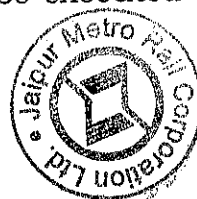
E-mail: jgmrev@jaipurmetrorail.in; Telephone: 0141-2822755



8. **Lease Rent agreement**– Lease Rent Agreement shall be executed between the agency and JMRC within 30 days of issuance of LOA on a non-judicial stamp paper of appropriate value as per applicable laws, as per format at **Annexure-D**

IV. PROCEDURE :

1. Applicant agency has to submit the request/proposal along with all Profile/KYC details in prescribed format given in **Annexure-B**, Power of attorney as in **Annexure-C** and any other documents required for the agreement to Revenue cell of JMRC.
2. The proposal shall be scrutinize by the Revenue cell and subsequently a joint visit with Manager (Revenue) or JE (Civil) from Corporate Affairs Directorate and Manager (Civil) form O&S Directorate shall be conducted, to assess the feasibility for the vacant retail space proposed to be leased out.
3. Based upon the committee recommendations the proposal to offer the vacant space on Nomination basis shall be framed by the Revenue Cell and after due concurrence from finance and legal cell, It shall be put-up before the Committee of GM Civil, GM Finance and JGM Rev for Estimated value up-to 3 Crores. Proposal above 3 Crores shall be put before the committee comprising of ED (CA), ED (OP) and GM (Finance) for final negotiation with the Agency to arrive at a negotiated rates.
4. The minutes of the committee shall be processed by EDCA and after due concurrence from Finance and Legal shall be putup before the competent authority for approval of the recommendations of the committee and to make final offer to the Agency.
5. Subsequent to the approval of the Competent Authority, the LoA shall be placed to the concerned Agency.
6. Upon receipt of the LoA, applicant agency shall return one copy of the LoA duly accepted, signed and stamped by its authorized signatory within 10 days from the date of issue of LoA and submit Performance Security deposits within 10 working days from the date of issue of LoA,
7. The Agency shall submit the Lease Rent agreement on a non-judicial stamp paper of appropriate value as per applicable laws, as per format at **Annexure-D** and the same shall be executed between the





JAIPUR METRO

JAIPUR METRO RAIL CORPORATION LIMITED

(A Government of Rajasthan Undertaking)

Admin Building, Metro Depot, Bhrigu Path, Mansarovar, Jaipur-302020

E-mail: jgmrev@jaipurmetro.rail.in; Telephone: 0141-2822755



Govt. entity and JMRC within 30 days of issuance of LOA. The original Agreement shall be retained by JMRC and the copy shall remain with Lessee.

8. LoA shall form a binding contractual agreement between the Agency and JMRC until the lease agreement is being executed formally as per terms of this policy and terms & conditions of the BID Document.
9. JMRC shall raise the demand/invoice of advance lease rent of first quarter subsequent to execution of lease agreement. The lease rent shall be deposited by the lessee by next 15 days from the date of demand/issuance of invoice.

V. TERMINATION:

1. JMRC reserves the right to terminate the Agreement 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 do its business or provide services. On the termination of the lease agreement, the Lessee shall pay Lease Rent to the JMRC for the notice period. In this case, the advance performance security deposit and advance Lease Rent deposited with JMRC shall be refunded after adjusting the dues, if any, after handing over the vacant premises back to JMRC with NOC from the concerned section of the JMRC as notified in this regard.
2. The Lessee shall have the right to terminate the Agreement during the term by giving **3 (Three) months advance notice** in writing of his intentions after the initial lock-in period of three years. In such cases, the advance performance security deposit shall be refunded after payment of the Lease Rent dues, if any, after handing over the vacant premises back to JMRC with NOC from the concerned section of the JMRC as notified in this regard.

VI. OTHER TERMS AND CONDITIONS:

1. All other Terms and Conditions and procedure except EMD/Bid security and Performance Security shall be applicable of the last approved bid document for leasing out the retail space of category-A and amendments there to through the Open tender , as made by JMRC and shall form part of the agreement.





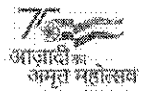
JAIPUR METRO

JAIPUR METRO RAIL CORPORATION LIMITED

(A Government of Rajasthan Undertaking)

Admin Building, Metro Depot, Bhriugu Path, Mansarovar, Jaipur-302020

E-mail: jgmrev@jaipurmetrorail.in; Telephone: 0141-2822755



2. Option will always be there with Government entities, PSUs and Autonomous Government Bodies etc. for participating in Open Tender/ Auction/Walk-in process as and when JMRC conducts for leasing out such spaces.
3. This policy document, Tender Document, any addendum and corrigendum, LoA, Lease agreement, Notice to proceed and any other correspondence between lessee and JMRC shall be part of the contractual agreement between the Agency and JMRC.
4. Jurisdiction of this contract agreement shall be at Jaipur only.

VII. DISPUTE RESOLUTION:

If any dispute arises, that shall be settled amicably. If the dispute is not settled amicably, the matter shall be addressed by the aggrieved party to the Authorized signatory of the other party within 21 days of arising of such a claim. If the issue is not resolved within 30 days of receipt of the claim by the respondent party, the aggrieved party shall refer the claim to Managing Director (MD) of JMRC within 10 days after the passage of this time. Decision of MD, JMRC would be final and bound to both the parties otherwise courts at Jaipur shall have the exclusive jurisdiction.

Enclosed: Annexure – B, C & D as mentioned in this Policy.



ANNEXURE - B

BIDDER'S PROFILE & BID FORM

RFP No.

1.	Name of the Bidder/ Bidder's Firm	
2.	Status of the Bidder/ Bidder's Firm	Govt. Entity/PSU / Autonomous Body etc. (mention CIN number in case of company)
3.	Office address with Contact & Communication details	
4.	Operating/ Branch Office (In Rajasthan, if Registered office is situated out of Rajasthan) Contact details	
5.	Date of registration / incorporation and/or commencement of business	
6.	GST Registration No.	
7.	PAN No.	
8.	Name, designation and Contact details of Chief Executive of the firm (Address Phone, email, fax etc).	
9.	Name, designation and Contact details of the authority that is authorized to sign the Bid document (Address Phone, email, fax etc).	
10.	Name, designation and Contact details of the Contact Person of the Bidder (Address Phone, email, fax etc).	
11.	Official e-mail id of the bidder for communication related to this tender.	



112

12.	Details of submission of Cost of Tender document	
13.	Details of submission of Bid Security (EMD)	
14.	Bank Account Details (For refund of Bid security deposit/EMD)	<p>All the below information must be filled in BLOCK LETTERS ONLY. Copy of cancelled cheque having the above details must be enclosed.</p> <p>a. Name of the account holder</p> <p>b. Bank Name</p> <p>c. Branch</p> <p>d. Account No.</p> <p>e. IFSC Code</p>

Certificate / Undertaking

We certify that we/ our organisation has neither been black listed nor our contracts have been terminated/ foreclosed by any company / government department / public sector organisation during last 3 financial years ending 31.03. and during current financial year till date of bid submission, due to non-fulfilment of contractual obligations.

Date

Signature

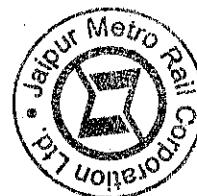
Place

Name

Designation

Seal of Authorised Signatory

Self-attested copies of the PAN Card and GST Registration Certificate. In case any or all of the provisions mentioned above are not applicable, the Bidder should give a declaration to that effect. Non submission will not be considered as exemption.



2/2

FORMATE POWER OF ATTORNEY FOR SIGNING OF APPLICATION

Know all men by these presents, we,..... (name of the Govt. Entity), having our registered office at.....do hereby irrevocably constitute, nominate, appoint and authorise Mr./Ms.....son/daughter of Shri..... and presently residing at..... who is presently employed with us and holding the position of..... as our true and lawful attorney(hereinafter referred to as the "Attorney") 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 "**LEASING OF RETAIL SPACE AT VARIOUS JAIPURMETRO STATIONS**" (RFP No.) including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders and other conferences and providing information / responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Contract 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 of the Contract Agreement with the Authority.

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

IN WITNESS WHEREOF and whereas the above has been decided through our company's board resolution No..... dated....., a certified extract of which is attached with this document, WE,....., THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF

For.....

(Signature, Name, Designation and Address)

Accepted

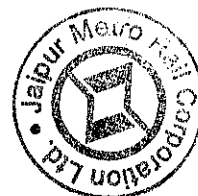
(Signature, Name, Designation and Address of Attorney) Witnesses:

1. XXX

2. ABC

Note:

1. 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(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
2. This should be executed on non-judicial stamped paper, stamped in accordance with the stamp act.



ANNEXURE - D

FORMAT OF LEASE AGREEMENT
(to be signed for each Retail Space separately)

THIS AGREEMENT is made on this..... day of two thousand between Jaipur Metro Rail Corporation Limited (JMRC), a Company incorporated under the provisions of the Companies Act, 1956, having its corporate office at Admin Building, Metro Depot, Bhriгу Path, Mansarovar, Jaipur, hereinafter 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 Govt. Entity) represented byname and designation of representing officer) of the other part, hereinafter called the "LESSEE" (which term shall, unless excluded by or repugnant to the context, be deemed to include its heirs, representatives, successors and assignees.)

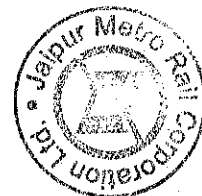
WHEREAS Lessor is entitled in Law to grant Lease for exclusive rights to utilize the retail space pursuant to this RFP to design, install, manage, operate, market and sell goods or provide services at Leased space under Jaipur Metro corridor;

WHEREAS the Lessee is desirous to undertake Lease for exclusive rights to utilize the retail space pursuant to this RFP to design, install, manage, operate, market and sell goods or provide services on street level at various Jaipur Metro Stations, on the terms & conditions mentioned hereunder and as mentioned in the RFP document and has approached the Lessor 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) Notice to Proceed (NTP) issued by JMRC.
 - (ii) The Letter of Acceptance (LOA) issued by the Corporation in favour of the Lessee.
 - (iii) Addendum and/or Corrigendum to the RFP Document if issued by the Corporation.
 - (iv) The RFP Document in its entirety along with all its Annexure, Appendices, etc.
 - (v) General Condition of Contract of JMRC.
 - (vi) Safety, Health and Environmental (SHE) Manual of JMRC.

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



2. That the Lease for the said exclusive rights to utilize the retail space use as approved by JMRC pursuant to this RFP to design, install, manage, operate, market and sell goods or provide services on street level at various Jaipur Metro Stations shall be valid for the period of 10 (ten) years from the 46th day of issue of NTP unless terminated earlier as provided in the RFP.
3. That the Lease shall be granted for rights to utilize the retail space pursuant to this RFP on bare sites on as is where is basis and commissioned by the Lessee at its own cost after creating infrastructure as approved by JMRC.
4. That the Lessee shall have exclusive rights to utilize the retail space pursuant to this RFP to design, install, manage, operate, market and sell goods or provide services on street level at various Jaipur Metro Stations, on the terms & conditions mentioned in the Lease agreement.
5. That the Lessee shall have rights to utilize the retail space pursuant to this RFP to design, install, manage, operate, market and sell goods or provide services for the space available on street level at various Jaipur Metro Stations as per details & rates given below:

Retail Space Code	Size (Sq. M)	Level	Rate of Lease Rent (Rs. Per Square meter/month)#	Total Lease Rent/Month**

** GST or any other tax etc., shall be payable extra by Lessee, as applicable

Lease rent shall be increased 6% every year on compounding basis.

6. That in consideration, Lessee shall pay to the Lessor Quarterly Lease Rent, latest by 25th of the month preceding the Quarter, a sum as under:

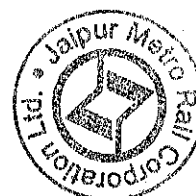
Lease Year	Rate of monthly payable Lease Rent* (In Rs.)	
	In figure	In words
I		
II		
III		
IV		
V		
VI		
VII		
VIII		
IX		
X		

The lessee has deposited/shall deposit one-time non-refundable advance lease rent of three months (first quarter) amounting to Rs. (Rupees _____ only) on _____ by way of a Demand Draft/Banker's Cheque/RTGS/NEFT/ before issue of NTP.



2/4

7. That the Lease Rent charges shall be chargeable after a grace period of 46th days from the date of issue 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 business within 45 days.
8. That the Lease Rent charges for the first quarter including all other recurring charges shall be paid within 15 days of issue of Notice to Proceed (NTP).
9. That the Lessee shall make payment of Lease Rent, etc. by Demand Draft/Banker's Cheque or NEFT/RTGS in favor of Jaipur Metro Rail Corporation Limited, payable in Jaipur.
10. That in case of default / delay in payment of Lease Rent, etc. interest at 1% per month will be calculated on the outstanding amount for delay upto 15 days and at 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.
11. That any delay in payment beyond 15 days shall be considered as a default and such third default may result in termination of this Lease agreement at the discretion of the Lessor. As per procedure in clause 4.14 of bid document.
12. 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 No. _____ Dated _____ in favor of Jaipur Metro Rail Corporation, Jaipur.
13. That the Lessee has paid towards Installation Security Deposit, a sum of Rs. _____ (Rupees _____ only) by way of a Demand Draft / Banker's Cheque / Bank Guarantee No. _____ Dated _____ in favor of Jaipur Metro Rail Corporation, Jaipur.
14. That in the event of the Lessee committing any breach of the terms & conditions of this RFP or Lease agreement executed in pursuance to this RFP, Lessor shall, without prejudice to other rights and remedies, be entitled to forfeit the Security Deposit 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 Lessor to pay, so that the Security Deposit shall at all times during the continuance of this agreement, be for the same amount. On the expiration or earlier termination / of the Lease, the Lessor shall return the Security Deposit, to the Lessee, without interest.
15. That the Lessee shall equip himself 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.
16. That the Lessor shall provide bare space. All other requirements of Lessee shall be fulfilled by the Lessee at its own cost and efforts as pursuant to this RFP with due approval from JMRC;
17. That the Lessee shall make proper arrangements and be responsible for the safety / security of their equipment. Such measures as security personnel and CCTV cameras etc., shall be arranged by Lessee.
18. That the Lessor shall not be responsible for any loss or damage caused to the Lessee on any accounts whatsoever;



3/4

19. 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 Leased space and the Lessor shall not be responsible for any loss or damage caused to the Lessee on any accounts whatsoever.
20. That the Lessee shall use the designated space only for the bona-fide purpose as mentioned in the RFP and recitals in this Agreement, and for no other purpose.
21. 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-X of the RFP document preceding to this Lease agreement.
22. That the Lease may be terminated on any of the conditions as mentioned in RFP issued by JMRC, preceding this Lease Agreement.
23. That in the event of any failure, negligence or breach, in the opinion of Lessor, on the part of the Lessee in complying with all or any of the conditions of the Lease agreement, Lessor shall be entitled and be at liberty to terminate the Lease as per procedure in clause 4.14 of the RFP document and remove the material and equipment/furniture and fixtures and movables & 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. Lessor 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 Deposits.
24. That the Lessor and the Lessee further agree that they are bound by the terms and conditions of the RFP Document. (including any corrigendum and/or addendum thereof.) In case of any conflict between the RFP Document (including any corrigenda and/or addenda 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 caused this Agreement to be signed in their respective names as of the day and year first above written.

Authorised Signatory

Authorised Signatory

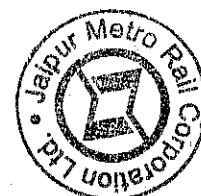
For Jaipur Metro Rail Corporation Ltd.

For _____ (Lessee)

Witness:

1. Name and Address
2. Name and Address

Note: This agreement should be executed on non-judicial stamped paper, stamped in accordance with the stamp act of GoR.



5/14