

**JAIPUR METRO RAIL CORPORATION LTD.**

**"RFP FOR IN-BUILDING SOLUTION (IBS) & MOBILE  
COVERAGE AT PHASE-1B STATIONS & TUNNEL  
SECTION IN BETWEEN CHANDPOLE & BADI CHOUPAR  
METRO STATIONS"**



**JAIPUR METRO**

**Jaipur Metro Rail Corporation Ltd.**

Admin Building, Mansarovar Metro Train Depot, Bhriku Path,  
Mansarovar, Jaipur (Rajasthan) – 302020.

Website: <http://transport.rajasthan.gov.in/jmrc>

**SECTION -1**

**NOTICE INVITING BID**

## 1. NOTICE INVITING BID

**1.1** Jaipur Metro Rail Corporation (JMRC) Ltd. invites sealed Open Bids (single stage two envelope method) for “RFP for In-building Solution(IFS) & Mobile Coverage at Phase-1B Stations & Tunnel Section in between Chandpole & Badi Choupar metro stations”.

### 1.2 KEY DETAILS:

a.	Designation and address of inviting authority	ED (S&T),JMRC JAIPUR
b.	NIB/Bid No	JMRC/O&S/S&T/2024-25/06 Dated 24.10.2024
c.	Name of Work	RFP for In-building Solution & Mobile Coverage at Phase-1B Stations & Tunnel Section in between Chandpole & Badi Choupar metro stations
d.	Cost of Bid Form	Rs. 5900/- including 18% GST (by demand draft in favor of “Jaipur Metro Rail Corporation Ltd.” payable at Jaipur).
e.	Estimated Earning	Approx Rs 77,65,200/- (excluding GST)
f.	Bid Security.	Rs 1,55,304/- in the form of Demand Draft in favour of “Jaipur Metro Rail Corporation Ltd.” payable at Jaipur.
g.	Performance Security	<b>Rs 6,00,000</b> in the form of Demand Draft/ Bank Guarantee of a Scheduled Bank in favour of “Jaipur Metro Rail Corporation Ltd.” payable at Jaipur.
h.	Name of website (s) for down load of Bid document and clarification (s) / Modification (s), if any	<a href="http://transport.rajasthan.gov.in/jmrc">http://transport.rajasthan.gov.in/jmrc</a> <a href="http://www.sppp.rajasthan.gov.in">www.sppp.rajasthan.gov.in</a>
i.	Bid Download Start Date / Time	17:00 Hrs. Dated 24.10.2024
j.	Site Visit	11.00 hrs Dated 05.11.2024
k.	Last date & Time for receiving queries/ clarifications	Dated 15 .11.2024 till 17:00 Hrs
l.	Pre. Bid Conference (Online meeting link will be shared to prospective bidders who request for online pre bid meeting vide e-mail mentioned in this NIB)	11:30 Hrs. on Dated 14.11.2024
m.	JMRC response to queries	Dated 19 .11.2024
n.	Bid Submission start date/ Time	11.00 Hrs. Dated 20.11.2024
o.	Last Date & Time for Submission of Bid	15:00 Hrs. Dated 03.12.2024
p.	Time & Date of opening of Bid	15:30 Hrs. Dated 03.12.2024
q.	Venue of Submission and Opening of Bid	Room no. 407, Administrative Building, Mansarovar Metro Depot, Bhrigu Path, Mansarovar, Jaipur-302020
r.	Opening of Financial Bid	Subsequent to Technical Bid opening (Date to be intimated later to the Technically qualified Bidders through e-procurement website)

s.	Venue of Submission and Opening of Bid	Room no. 407, Administrative Building, Mansarovar Metro Depot, Bhrigu Path, Mansarovar, Jaipur-302020
t.	Validity of Bid	90 days from the last date of submission of Bid.
u.	Period of completion	<b>Within 06 months</b> from the date of issue of LOA.
v.	Minimum Eligibility Criteria to Bid	As per clause 2.1 of section II

**Note:-**

1. All bidders or their authorized representative may attend the site visit and the opening of Bid as per above schedule.
2. 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 published on above mentioned websites only. Keep visiting these websites for any subsequent clarifications & modifications.
3. In case of any further details required, the same can be collected from the Office of ED (S&T)

EXECUTIVE DIRECTOR (S&T),  
JAIPUR METRO RAIL CORPORATION LTD,  
Room No.407, 4<sup>th</sup> floor, Admin Building Bhrigu  
path, Mansarovar, Jaipur – 302020  
Email: [edst@jaipurmetrorail.in](mailto:edst@jaipurmetrorail.in)

**NOTE:-** In case of any query regarding this Bid, same may please be made with  
Deputy General Manager (S&T), **Tel. no. 0141-2822123**

**SECTION II**

**INSTRUCTIONS TO BIDDERS**

## 2. INSTRUCTIONS TO BIDDERS

### 2.1 Eligibility Criteria:

- 2.1.1 Bidder should have valid GST registration certificate issued by competent authority and enclose GST certificate.
- 2.1.2 Applicant should have valid PAN certificate/ card issued by the Income Tax Dept. of GOI and enclose PAN certificate.
- 2.1.3 The applicant must be registered with Department of Telecommunications, Government of India as an Authorized Infra Provider in IP-I category.
- 2.1.4 Applicant should have minimum turnover of Rs. 77,65,200/- in last three Financial Years. Proof of the same (Audited CA certificate etc.) is to be submitted during the bid submission.
- 2.1.5 Applicant should have minimum 1 year experience in installation of similar telecommunication equipment for signal enhancement.
- 2.1.6 Applicant should have experience of working with at least 1 mobile service providers in installation of telecommunication equipment for signal enhancement.
- 2.1.7 **Applicant must have entered into prior agreements and/or received concurrence letters from at least one mobile operators having highest subscribers in Rajasthan (other than Jio & Vi) for sharing of telecom infrastructure proposed to be installed under this RFP. The concurrence letters from at least one service providers (other than Jio & Vi) must be submitted in the format given at Clause 6.9, Form-12 of Section-VI.**

### 2.2 RFP Document:

- 2.2.1 The RFP/ Tender Document consist of the following:
  - Section I: NOTICE INVITING BID
  - Section II: INSTRUCTIONS TO BIDDERS
  - Section III: SCOPE OF WORK
  - Section IV: GENERAL TERMS AND CONDITIONS
  - Section V: SPECIAL TERM AND CONDITIONS
  - Section VI: BID FORMS
- 2.2.2 The Applicant is required to examine carefully all the contents of the RFP 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 RFP Document will be at the Applicant's own risk and responsibility. The applicant shall check the pages of all documents against page numbers given in indexes and summaries and, in the event of discovery of any discrepancy, the Applicant shall inform Executive Director(S&T), JMRC forthwith.

### **2.3 Due Diligence by Applicant**

- 2.3.1 The applicants must familiarize themselves with Jaipur Metro Rail Project, especially the Chandpole, Chhoti Chaupar & Badi Chaupar Underground Railway Stations and tunnel sections in between Chandpole and Badi Chaupar and take the same into account while preparing and submitting their Tender. They are required to verify the information given in respect of area etc. and seek clarifications, if any from JMRC before Tendering. To obtain firsthand information on the assignment and on the local conditions, Applicants are encouraged to have a visit to the Chandpole, Choti Chaupar, Badi Chaupar station site & Tunnel section between Chandpole to Badi Chaupar before submitting their Tender as per specified date in NIB and to attend a pre- Tender meeting on the date, time and place specified in this document.
- 2.3.2 Please note that the costs of preparing the Tender including a visit to JMRC are not reimbursable.
- 2.3.3 Applicants are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Proposal, sending written queries to the Corporation, and attending a Pre- Proposal Conference.

### **2.4 Documents/ items comprising the Bid**

- 2.4.1 The Technical Bid shall consist of:
- a. The following documents sealed in Envelope A-1; Cost of Bid Form and Bid Security in the form as set out in Key Details at Para 1.2 (d) & (f) of NIB;
  - b. The following documents sealed in Envelope A-2;
    1. Technical Bid in the form as prescribed in Annexure -1 and Annexure-2.
    2. Write-ups, detail methodology and supporting documents in support of technical expertise.

3. The documents in support of eligibility criteria stated in Para 2.1 of this section.
  4. Copy of RFP document along with addenda issued, if any, duly signed on each page;
  5. Original Power of Attorney for submission of Bid.
  6. Any further documents which are requested in writing by the Employer before submission of the Tender.
- c. Envelope 'B' – shall consist only of the Financial Bid in the form as prescribed in Clause 6.7, Form-10 of Section-VI.
- d. Failure to provide the documents prescribed herein above may result in rejection of Bid.

## **2.5 Sale of Bidding/ Bid Documents**

The sale of bidding documents shall be commenced from the date as per Para 1.2 (h) & (i) of Notice Inviting Bids (NIB). The complete bidding documents are placed on the State Public Procurement Portal and JMRC website as per NIB. The prospective Bidders shall download the bidding document from the specified website(s) and pay its bid cost in terms of Para 1.2 (d) of NIB while submitting the bid to the procuring entity.

### **Note:-**

1. Bid documents cost is not refundable in any case.
2. Any Bid not accompanied by valid bid cost as per NIB shall be liable to be treated as being non-responsive.

## **2.6 Bid Security**

- 2.6.1 Bid Security can be deposited as per Para 1.2 (f) NIB and shall form part of the bid.
- 2.6.2 Bid security shall be 2% of the estimated value of subject matter of procurement put to bid. In case of Small Scale Industries of Rajasthan it shall be 0.5% of the quantity offered for supply and in case of sick in industries other than Small Scale Industries, whose cases are pending with Board of Industrial and Financial Reconstruction; it shall be 1% of the value of bid. In lieu of bid security, a bid securing declaration shall be taken from Departments of the State Government and Undertakings, Corporations, Autonomous bodies, Registered Societies, Cooperative Societies which are owned or controlled or managed by the State Government and Government Undertakings of the Central Government.



- 2.6.3 The Bid Security of successful Bidder shall be adjusted against Performance Security Deposit or discharged/ returned after deposition of the Performance Security Deposit, as the case may be.
- 2.6.4 The Bid Security taken from a bidder shall be forfeited, if any, in the following cases, namely: -
- a. when the bidder withdraws or modifies its bid after opening of bids;
  - b. when the Bidder fails to commence the supply of the goods or service or execute work as per supply/ work order within the time specified;
  - c. when the Bidder does not deposit the performance security within specified period after the supply/ work order is placed; and
  - d. If the Bidder breaches any provision of code of integrity, prescribed for Bidders, specified in the bidding document.
  - e. Notice will be given to the Bidder with reasonable time before Bid Security deposited is forfeited.
  - f. No interest shall be payable on the Bid Security.
- 2.6.5 The procuring entity shall promptly return the Bid Security if not adjusted in performance security of the successful Bidder after the earliest of the following events, namely:-
- a. The expiry of validity of Bid Security;
  - b. Issue of LOA for procurement and performance security is furnished 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.
  - e. The Bid Security of the Bidders who's Bids could not be accepted shall be refunded soon after the contract with the successful Bidder is signed and its performance security is obtained.

## **2.7 Changes in the Bidding Document**

- 2.7.1 At any time, prior to the deadline for submission of Bids, the procuring entity may for any reason, whether on its own initiative or as a result of a request for clarification by a Bidder, modify the bidding documents by issuing an addendum in accordance with the provisions below.
- 2.7.2 In case, any modification is made to the bidding document or any clarification is issued which materially affects the terms contained in the

bidding document, the procuring entity shall publish such modification or clarification in the same manner as the publication of the initial bidding document.

- 2.7.3 In case, a clarification or modification is issued to the bidding document, the procuring entity may, prior to the last date for submission of Bids, extend such time limit in order to allow the bidders sufficient time to take into account the clarification or modification, as the case may be, while submitting their Bids.

## **2.8 Period of Validity of Bids**

Bids submitted by the Bidders shall remain valid during the period specified in the NIB/ bidding document. A Bid valid for a shorter period may be rejected by the procuring entity as non-responsive Bid.

Prior to the expiry of the period of validity of Bids, the procuring entity, in exceptional circumstances, may request the Bidders to extend the bid validity period for an additional specified period of time. A Bidder may refuse the request and such refusal shall be treated as withdrawal of Bid and in such circumstances Bid Security shall not be forfeited.

## **2.9 Format and Signing of Bids**

The Bidder shall prepare one original set of the bidding documents called Bid in the manner as specified in the bidding document.

All pages of the bid shall be signed by the Bidder or a person duly authorized to sign on behalf of the Bidder, in token of acceptance of all the terms and conditions of the bidding documents. This authorization shall consist of a written confirmation as per Clause 6.4, Form-4 of Section-VI supported by valid Power of Attorney.

Any corrections in the bid such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the bid.

## **2.10 Sealing and Marking of Bids**

- 2.10.1 The Applicants shall prepare and submit their proposal in original as per the procedure detailed below:
- 2.10.2 The original technical Tender documents along with Bid Cost, Tender Security & all other requisite documents, information and shall also contain the copy of original Tender document duly signed by the

Applicant on each page shall be sealed in an envelope on which the following shall be super scribed:

“Envelope – A; **Technical Tender for RFP for In-building Solution (IBS) & Mobile Coverage at Phase-1B Stations & Tunnel Section in between Chandpole & Badi Choupar metro stations** The Financial Tender Shall be sealed separately in an envelope on which the following shall be super scribed.

“Envelope – B; **Financial Tender For RFP for In-building Solution(IBS) & Mobile Coverage at Phase-1B Stations & Tunnel Section in between Chandpole & Badi Choupar metro stations.**

Both the Envelope – A and Envelope – B shall be sealed in an outer envelope. The outer envelope shall be addressed and marked as below;

**RFP for In-building Solution (IBS) & Mobile Coverage at Phase-1B Stations & Tunnel Section in between Chandpole & Badi Choupar metro stations.**

- 2.10.3 The outer as well as inner envelopes shall indicate the name and address of the Applicant to enable the Bid to be returned unopened in case it has to be returned to the Applicant, as per the provisions set forth in the RFP Document.
- 2.10.4 If the envelopes are not sealed and marked as above, JMRC will assume no responsibility for the misplacement of premature opening of the Bid.
- 2.10.5 Bid shall be in accordance with the provisions contained in the RFP Document. Any material deviations/variations in any Bid, from the terms and conditions of the RFP Document, will render such Bid non- responsive and the same shall be liable for rejection.

## **2.11 Cost & Language of Bidding**

- 2.11.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the procuring entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 2.11.2 The Bid, as well as all correspondence and documents relating to the Bid exchanged by the bidders and the procuring entity, shall be written only in English/Hindi Language. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in English/Hindi language, in which case, for purposes of interpretation of the Bid, such translation shall govern.

**2.12 Alternative/ Multiple Bids**

Alternative/ Multiple Bids shall not be considered at all.

**2.13 Deadline for the submission of Bids**

Bids shall be received, by the person, designated for the purpose, by the procuring entity or directly dropped in the bid box, at the place and up to the time and date specified in the NIB.

**2.14 Late Bids**

2.14.1 The person authorized to receive the bids shall not receive any bid that is submitted personally, after the time and date fixed for submission of bids.

2.14.2 Any bid, which arrives by post after the deadline for submission of bids, shall be declared and marked as “Late” and returned unopened to the Bidder.

**2.15 Withdrawal, Substitution, and Modification of Bids**

2.15.1 A Bidder may withdraw, substitute, or modify its bid after it has been submitted by sending a written Notice, duly signed by an authorized signatory, and shall include a copy of the authorization. The corresponding substitution or modification of the bid must accompany the respective written Notice. All Notices must be: -

- a. Submitted in accordance with the bidding document, and in addition, the respective envelopes shall be clearly marked “Withdrawal,” “Substitution,” “Modification”; and
- b. Received by the procuring entity prior to the deadline prescribed for submission of bids.
- c. Bids requested to be withdrawn shall be returned unopened to the Bidders.
- d. No bid shall be withdrawn, substituted, or modified after the last time and date fixed for receipt of bid.

**2.16 Opening of Bids**

2.16.1 The sealed bid box shall be opened by the bid opening committee constituted by the procuring entity at the time, date and place specified in the bidding document in the presence of the Bidders or their authorized representatives, who choose to be present.

2.16.2 The bids receiving person shall also hand over all the bids received by him up to the time and date for submission of bids to the Convener of

- bids opening committee and obtain its signature in the bids receipt register.
- 2.16.3 The bid opening committee may co-opt experienced persons in the committee to conduct the process of bid opening.
- 2.16.4 The bids shall be opened by the bids opening committee in the presence of the Bidders or their authorized representatives who choose to be present. All envelopes containing bids shall be signed with date by the members of the committee in token of verification of the fact that they are sealed. The envelopes shall be numbered as a/n, where ‘a’ denotes the serial number at which the bid envelop has been taken for opening and ‘n’ denotes the total number of bids received by specified time.
- 2.16.5 The bid opening committee shall prepare a list of the Bidders or their representatives attending the opening of bids and obtain their signatures on the same. The list shall also contain the representative’s name and telephone number and corresponding Bidders’ names and addresses. The authority letters brought by the representatives shall be attached to the list. The list shall be signed by all the members of bid opening committee with date and time of opening of the bids.
- 2.16.6 Envelopes shall be opened one at a time and the following details shall be read out and recorded:-
- a. The name of the Bidder and whether there is a substitution or modification;
  - b. The Bid Security and Bid Cost , and c. The
  - bid prices (per lot if applicable);
  - d. Any other details as the committee may consider appropriate.
- 2.17 After all the bids have been opened, they shall be initialled and dated on the first page of the each bid by the members of the bids opening committee. All the pages of the price schedule and letters, Bills of Quantities attached shall be initialled and dated by the members of the committed. Key information such as prices, delivery period, etc. shall be encircled and unfilled spaces in the bids shall be marked and signed with date by the members of the committee. The original and additional copies of the bid shall be marked accordingly. Alterations/ Corrections/ Additions/ over – writings shall be initialled legibly to make it clear that such alteration, etc, were existing in the bid at the time of opening.
- 2.18 No bid shall be rejected at the time of bid opening except the late bids, alternative bids (if not permitted) and bids not accompanied with the proof of payment or instrument of the required price of bidding document, processing fee (if any) or user charges and Bid Security.

**2.19 Criteria of Evaluation of Technical Bid**

2.19.1 The evaluation of Technical Bids of the Applicants will be made on the following Parameters;

- a. Fulfillment of eligibility criteria for participating in the bid as specified in Clause 2.1 of Section-II of Instruction to Bidders
- b. Submission of required documents as specified in Clause 2.1 of Section-II and other relevant places in this RFP.

**2.20 Criteria of Evaluation of Financial Bid:**

2.20.1 The Financial Bids of only those Applicants, who clear Technical evaluation stage, will be evaluated. The criteria for financial evaluation will be the highest quoted rate against ‘A’ below in the table 1.

**Table – 1 RECURRING – MONTHLY RENTAL PAYABLE TO JMRC**

S. No	ITEM	Details	Monthly Rental proposed per month for the first 36 months*
A1	Monthly license fees for space, cable trays, Maintenance charges of space and supervision charges for Tunnel entry	Per month	
A2	Monthly charges for electrical installations including sub - stations lease rent and maintenance of Air-conditioners	Per month	
A3	Cable hangers/trays (in Tunnel and along track)	Per month	
<b>A: Total Monthly Rental proposed per month for the first 36 Months.</b>			
			<b>(A = A1+A2+A3)</b>

\* To be increased by 20% every three years of compounding basis.

**2.21 Payment Terms:****2.21.1 Recurring Monthly Charges:**

Recurring Monthly Charges payable to JMRC:

- a. The First advance (Recurring charges at table 1) quarterly license fees/ space rent including all other charges shall be paid **within 02 months of LOA**.
- b. Recurring Charges as per amount calculated in terms of table 1 above of this RFP will be paid in advance to JMRC for each quarter, latest by 25th of the month preceding the quarter. In the event of delay in payment interest as Para 2.22 of this Section shall be levied.
- c. In addition, if the Agency needs additional space for utilities and other installations and if JMRC is in a position to provide the same, the Agency shall pay to JMRC additional recurring charges for this additional space at pro-rata basis, to be calculated as per the applicable monthly recurring charges for that period.

**2.21.2 Fixed Charges payable to JMRC:**

Agency will pay one time lump sum charges related to table 2 given below **within 02 months after commencement of mobile services certified by the Agency**.

**Table - 2****FIXED – ONE TIME LUMPSUM CHARGE AS PAYABLE TO JMRC**

<b>S. No</b>	<b>ITEM</b>	<b>Details</b>	<b>Lumpsum Charges</b>
<b>B1</b>	For clamps provided by JMRC for Leaky Co Axial Cables in tunnel.	Section in between Chandpole and Badi Chauper	As per actual utilization on pro – rata basis @ Rs. 417.50 per clamp
<b>B2</b>	Antenna installed in the false ceiling of the Choti Chaupar & Badi Chaupar underground station or other related JMRC areas.	At Chhoti Chauper and Badi Chauper stations	As per actual utilization on pro – rata basis @ Rs. 500 per antenna
<b>B3</b>	For air-conditioning of equipments rooms by JMRC.	At Choti Chaupar & Badi Chaupar Station	Rs 8,35,500 per station

**2.21.3 Charges payable to external agencies;**

- a. Charges of E1, if required by operator, as per actual rates of BSNL/relevant agency.
- b. Power consumption charges as per JMRC E&M Policy applicable and associated deposits and charges as applicable from time to time.

**2.22 Delay in Payments**

- 2.22.1 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 less than 15 days and @2% per month for entire period in case of delay of more than 15 days.
- 2.22.2 Any delay in payment beyond 15 days of due date as mentioned in recurring monthly charges and fixed charges clauses of this document shall be considered as a default and such third default may result in termination of this Lease agreement at the discretion of JMRC as per procedure in Clause 4.5 of Section IV of this RFP.
- 2.22.3 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.
- 2.22.4 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 Lessor. The Lessee also voluntarily agrees to collect the invoices from the office of the Authorized representative of the Lessor (JMRC), if required, before the due date. Non- receipt of invoice will not be consideration for delayed or non-payment of dues and may be treated as a breach of agreement.
- 2.22.5 In case payment is not made by due date, a (07) seven day notice to remind to clear outstanding dues shall be issued with a caution notice that in the event of failure to clear all the dues with interest, a termination notice shall be served as per procedure in Clause 4.5 of Section-IV of this RFP.
- 2.22.6 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 issue of termination notice with applicable interest. No opportunity of any kind will be given in the matter after expiry of termination notice and the contract shall be liable to be terminated. The procedure for issuance termination notice and termination there after shall be as per Clause 4.5 of Section-IV of this RFP.



- 2.22.7 After issuing seven day reminder notice to clear outstanding dues, JMRC reserves the right to take suitable action against the lessee which includes stoppage of electric/water supply to the Retail Space and also to stop business activities temporarily by sealing the Retail Space for which rent has become outstanding. After issuing of termination notice and completion of notice period, the lease rent still remains outstanding, the lease agreement shall be terminated by the JMRC at its discretion and electric/water supply and business activities will be stopped permanently and lessee will not be permitted to use that space for any purpose.
- 2.22.8 The Lessee shall vacate the Leased space by taking away all his 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 these material. Unauthorized occupancy charges (may be prescribed by JMRC from time to time) will be levied after 7 days Grace Period from the date of termination.
- 2.22.9 In case of payment of License/Lease fee electronically (NEFT/RTGS/ ECS), the Lessee shall intimate to JMRC in the format prescribed at Clause 6.12, Form-15 of Section-VI of this RFP, within seven days of making such payment(s) for reconciliation purpose(s).
- 2.22.10 In no case payments shall be allowed to remain outstanding for a maximum period of three months. If any stage, the dues remain outstanding for the period of more than three months, the Lease agreement shall be terminated as per procedure in clause 4.5 of Section IV this RFP.

**2.23 Pre-Conditions for Signing of License Agreement**

Prior to the signing of the License Agreement, the successful applicant shall furnish:-

- 2.23.1 Performance Security in accordance with the clause 1.2 (g) of section I, NIB and clause 2.32 of this Section.
- 2.23.2 A refundable consumption deposit of Rs. 1,00,000/- within 30 days of the date of issue of the Letter of Award, which shall be refunded interest free after completion of license agreement.
- 2.23.3 Refundable interest free installation security deposit in accordance with Clause 5.19 of Section-V of this RFP.
- 2.23.4 Submit, to JMRC, the requisite Interest Free Security Deposit amounting to Six months of Recurring Monthly Charges (as applicable for first 3 Years ) to be prescribed in the Letter of Award in the form of a Demand Draft from a nationalized bank or other scheduled commercial

banks with branches located in Jaipur only. This deposit will be refunded at successful completion of the agreement period.

- 2.23.5 Submit, to JMRC, the requisite advance quarterly License Fees/ Space Rents and other demands, as communicated by JMRC in the LOA.

## **2.24 Selection Method**

The selection method is Highest Cost Based Selection (HCBS) as detailed below:-

- 2.24.1 Single stage two envelope system, bid will be opened on scheduled time and date as per NIB. The contract will be award to technically compatible & most advantageous bidder of financial bid.
- 2.24.2 The ranking of H1, H2, H3 etc, will be done on basis of Total Cost, with H1 being the Bidder whose Total Cost is the highest, H2 being the second Higher and so on.
- 2.24.3 In case two or more responsive bidders have quoted the same Cost, which is also the highest amount offered, then JMRC will resort to an open auction among the same bidders (i.e. who have quoted the same Total cost) and the bidder for respective bid whose offer is highest, shall be declared as successful bidder. The date and time of auction will be notified to the concerned bidders.

## **2.25 Clarification of Bids**

- 2.25.1 To assist in the examination, evaluation, comparison and qualification of the Bids, the bid evaluation committee may, at its discretion, ask any Bidder for a clarification regarding its Bid. The committee's request for clarification and the response of the Bidder shall be in writing.
- 2.25.2 Any clarification submitted by a Bidder with regard to its Bid that is not in response to a request by the committee shall not be considered.
- 2.25.3 No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the committee in the evaluation of the financial Bids.
- 2.25.4 No substantive change to qualification information or to a submission, including changes aimed at making an unqualified Bidder, qualified or an unresponsive submission, responsive shall be sought, offered or permitted.
- 2.25.5 All communications generated under this rule shall be included in the record of the procurement proceedings.

**2.26 Determination of Responsiveness**

- 2.26.1 The bid evaluation committee shall determine the responsiveness of a Bid on the basis of bidding document and the provisions of pre- qualification/ eligibility criteria of the bidding document.
- 2.26.2 A responsive Bid is one that meets the requirements of the bidding document without any material deviation, reservation, or omission where: -
- a. “Deviation” is a departure from the requirements specified in the bidding document;
  - b. “Reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and
  - c. “Omission” is the failure to submit part or all of the information or documentation required in the bidding document.
- 2.26.3 A material deviation, reservation, or omission is one that, If accepted, shall:-
- a. Affect in any substantial way the scope, quality, or performance of the subject matter of procurement specified in the bidding documents;
- OR
- b. Limits in any substantial way, inconsistent with the bidding documents, the procuring entity’s rights or the Bidder’s obligations under the proposed contract;
- OR
- c. If rectified, shall unfairly affect the competitive position of other Bidders presenting responsive Bids.
- 2.26.4 The bid evaluation committee shall examine the technical aspects of the Bid in particular, to confirm that all requirements of bidding document have been met without any material deviation, reservation or omission.
- 2.26.5 The procuring entity shall regard a Bid as responsive if it conforms to all requirements set out in the bidding document, or it contains minor deviations that do not materially alter or depart from the characteristics, terms, conditions and other requirements set out in the bidding document, or if it contains errors or oversights that can be corrected without touching on the substance of the Bid.

**2.27 Non-material Non-conformities in Bids**

- 2.27.1 The bid evaluation committee may waive any non-conformity in the Bid that does not constitute a material deviation, reservation or omission, the Bid shall be deemed to be substantially responsive.
- 2.27.2 The bid evaluation committee may request the Bidder to submit the necessary information or document like GST certificate, Pan certificate, etc. within a reasonable period of time. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
- 2.27.3 The bid evaluation committee may rectify non-material nonconformities or omissions on the basis of the information or documentation received from the Bidder under above.
- 2.27.4 Bids shall be evaluated based on the documents submitted as a part of bid. Bidders are expected to quote for all the items. Similarly, in case the proposal of a Bidder is non-responsive for any item, the Bidder shall be summarily rejected.
- 2.27.5 The members of bid evaluation committee shall give their recommendations below the table regarding **highest bid** or most advantageous bid and sign it.

**2.28 Correction of Arithmetic Errors in Financial Bids:**

The bid evaluation committee shall correct arithmetical errors in substantially responsive Bids, on the following basis, namely:-

- 2.28.1 If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the bid evaluation committee there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- 2.28.2 If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail.

## **2.29 Negotiations**

- 2.29.1 Negotiations may, however, be undertaken with the only highest Bidder when the rates of any job type are considered to be much lower than the prevailing market rates or the rates quoted for that job type by other bidders.
- 2.29.2 The bid evaluation committee shall have full powers to undertake negotiations. Detailed reasons and results of negotiations shall be recorded in the proceedings.
- 2.29.3 The highest Bidder shall be informed in writing either through registered letter and e-mail (if available). He will be called for negotiation if required.
- 2.29.4 Negotiations shall not make the original offer made by the Bidder inoperative. The bid evaluation committee shall have option to consider the original offer in case the Bidder decides to increase rates originally quoted or imposes any new terms or conditions.
- 2.29.5 In case of non-satisfactory achievement of rates from highest Bidder, the bid evaluation committee may choose to make a written counter offer to the highest Bidder and if this is not accepted by him, the committee may decide to reject and re-invite Bids or to make the same counter-offer first to the second higher or most advantageous Bidder, then to the third higher or most advantageous Bidder and so on in the order of their initial standing and work/ supply order be awarded to the Bidder who accepts the counter-offer. This procedure would be used in exceptional cases only.
- 2.29.6 In case the rates even after the negotiations are considered very low, fresh Bids shall be invited.

## **2.30 Procuring entity's right to accept or reject any or all Bids**

The Procuring entity reserves the right to accept or reject any Bid, and to annul (cancel) the bidding process and reject all Bids at any time prior to award of contract, without thereby incurring any liability to the Bidders as per RPPP Act and Rules.

## **2.31 Signing and Acceptance of Letter of Acceptance**

- 2.31.1 Upon receipt of the "Letter of Acceptance" (LOA), the successful Applicant shall return one copy of the Letter of Acceptance duly signed and stamped by its authorized signatory within **15(Fifteen)** days from the date of issue of Letter of Acceptance.

- 2.31.2 Subsequent to acknowledgement of “Letter of Acceptance” by the successful Applicant, a License Agreement would be executed between the Successful Applicant and JMRC. The framework of the Agreement would be as set out in this RFP.
- 2.31.3 The successful Applicant will be required to execute the License Agreement within **30 days** from the date of issue of the Letter of Acceptance by JMRC. Prior to signing of the License Agreement, the successful Applicant shall:-
- a. The successful Applicant, in case being a company, shall submit certified true copies of all resolutions adopted by its/their Board of Directors authorizing it/ them for execution, delivery and performance of the License Agreement to JMRC before the signing of License Agreement.
  - b. In case of successful Applicant is a Joint Venture/ consortium, created especially for purpose of this RFP, the license agreement shall be signed by all the members of such JV/Consortia.
  - c. Successful Applicant shall ensure that it does not in any way impinge on the safety and security of metro operations, passenger safety, and commuter’s convenience, safety of metro properties and its assets.
  - d. Failure to meet above conditions will result in a breach and JMRC shall be entitled to cancel the award without being liable in any manner whatsoever to the successful Applicant and to appropriate the Tender Bid Security as Damages.
  - e. The cost of Stamp Duty for execution of License Agreement, Registration Charges and any other related Legal Documentation charges/incidental charges shall be borne by the successful applicant.
  - f. In case of failure on the part of the successful Applicant to sign the License Agreement within the stipulated time, JMRC shall retain the right in cancel the Award and forfeit the Bid Security, interest free security Deposit and any other amount deposit till that time without being liable in any manner whatsoever to the successful Applicant.
  - g. In case the successful Applicant fails or refuses to enter into the License Agreement within the time limit specified in the Letter of Acceptance or any extension thereof as may be decided by JMRC, the Bid security shall be forfeited.

## 2.32 Performance Security Deposit

- 2.32.1 Prior to execution of work order, Performance security shall be solicited from successful Bidder except the departments of the State Government and undertakings, corporations, autonomous bodies, registered societies, co-operative societies which are owned or controlled or managed by the State Government and undertakings of the Central Government. However, a performance security declaration shall be taken from them. The State Government may relax the provision of performance security in particular procurement or any class of procurement.
- 2.32.2 The amount of performance security shall be **Rs 6,00,000/-** in terms of clause 1.2 (g) of section I, NIB.
- 2.32.3 Performance security shall be furnished in any one of the following forms:-
- a. Bank Draft or Banker's Cheque of a scheduled bank;
  - b. Bank guarantee/s of a scheduled bank. It shall be got verified from the issuing bank. Other conditions regarding bank guarantee shall be same as mentioned in the bidding document for Bid Security. **The Performance Security (Bank Guarantee) shall be executed on Rajasthan Stamp duty which is payable @0.25 percent of the Secured amount subject to maximum of Rupees 25000/-as per Rajasthan Stamp Act 1998.**
  - c. Fixed Deposit Receipt (FDR) of a scheduled bank. It shall be in the name of procuring entity on account of Bidder and discharged by the Bidder in advance. The procuring entity shall ensure before accepting the FDR that the Bidder furnishes an undertaking from the bank to make payment/ premature payment of the FDR on demand to the procuring entity 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.
- 2.32.4 Performance security furnished in the form specified in Annexure -3 above shall remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the Bidder, including warranty obligations and shall be submitted within **30 day** of Issue of LOA.
- 2.32.5 Forfeiture of Performance Security: Security amount in full or part may be forfeited, including interest, if any, in the following cases:-
- a. When any terms and condition of the contract is breached
  - b. When the Bidder fails to make complete supply satisfactorily.
  - c. If the Bidder breaches any provision of code of integrity, prescribed for Bidders, specified in the bidding document.
- 2.32.6 **Additional Performance Security.-**

- (1) In addition to Performance Security as specified in rule 75, an Additional Performance Security shall also be taken from the successful bidder in case of unbalanced bid. The Additional Performance Security shall be equal to fifty percent of Unbalanced Bid Amount. The Additional Performance Security shall be deposited in lump sum by the successful bidder before execution of Agreement. The Additional Performance Security shall be deposited through e-Grass, Demand Draft, Banker's Cheque, Government Securities or Bank Guarantee.  
Explanation: For the purpose of this rule,-
- (i) Unbalanced Bid means any bid below more than fifteen percent of Estimated Bid Value.
  - (ii) Estimated Bid Value means value of subject matter of procurement mention in bidding documents by the Procuring Entity.
  - (iii) Unbalanced Bid Amount means positive difference of eighty five percent of Estimated Bid Value minus Bid Amount Quoted by the bidder.
- (2) The Additional Performance Security shall be refunded to the contractor after satisfactory completion of the entire work. The Additional Performance Security shall be forfeited by the Procuring Entity when work is not completed within stipulated period by the contractor. Provision for 'Unbalanced Bid' and 'Additional Performance Security' shall be mentioned in the Bidding Documents by the Procuring Entity.]
- 2.32.7 Failure of the successful Bidder to submit the required performance Security shall constitute sufficient grounds for the annulment of the award of Contract and forfeiture of the Bid Security.
- 2.32.6 Notice will be given to the Bidder with reasonable time before Performance Security deposited is forfeited.
- 2.32.7 No interest shall be payable on the Performance Security Deposit on return.



**Section - III**

**SCOPE OF WORK**

### 3. Scope of Work:

#### 3.1 Objectives of Bid Document:

- 3.1.1 Licensing of space for In-building Solution(IBS)s (IBS) for Providing Shared Mobile (Cellular) Coverage (2G/3G/4G/5G) other than Jio & Vi in following tunnel section and underground station(s) (Clause 6.10, Form-13 of section VI) of Jaipur Metro Network as per terms and conditions of this Bid Document:
- a. To provide Mobile Coverage (2G/3G/4G/5G) other than Jio & Vi at Choti Chaupar – Badi Chaupar station of Phase-1B (02 stations).
  - b. To provide Mobile Coverage (2G/3G/4G/5G) other than Jio & Vi in Tunnel Section between Chandpole & Badi Choupar Metro Station of JMRC.
- 3.1.2 To augment non-operational revenue of JMRC through Licensing of Space.

#### 3.2 Scope:

- 3.2.1 The Selected Bidder(s), shall be licensed with spaces, according to their bid, for Placement and Operation of Telecommunication Equipment for In-building Solution(IBS)s (IBS) for Providing Shared Mobile (Cellular) Coverage (2G/3G/4G/5G) other than Jio & Vi in following tunnel section(s) and underground station(s) (Clause 6.10, Form-13 of section VI) of Jaipur Metro Network as per terms and conditions of this Bid Document, hereinafter referred to as “Permitted Activity”, subject to the terms and conditions specified in the Bid Document/Draft License Agreement and the guidelines stipulated herein in relation to the Permitted Activity:
- a. To provide Mobile Coverage (2G/3G/4G/5G/5G) other than Jio & Vi at Choti Chaupar – Badi Chaupar stations of Phase-1B (02 stations).
  - b. To provide Mobile Coverage (2G/3G/4G/5G) other than Jio & Vi in Tunnel Section between Chandpole & Badi Choupar Metro Stations of JMRC.
- 3.2.2 The intention is to provide mobile services of various operators other than Jio & Vi for commuters’ facilitation. No other services which are beyond the scope of this tender like Wi-Fi etc. shall be permitted.
- 3.2.3 The IBS as a concept shall be offered by a single operator/entity whereby with a single common infrastructure all existing and upcoming mobile operators (**Other than Jio & Vi**) can serve their customers in an easy and efficient manner. The said entity shall offer shared In-building Solution (IBS)s for various types of telecom operators such as GSM Technologies.

- 3.2.4 The Selected Bidder shall be required to set up and manage the common shared IBS at the Licensed Premises. The Selected Bidder shall in turn provide the services of IBS to various telecom operators and other agencies that require the same in tunnel and underground station of the section by charging them appropriate licensee fee. The Selected Bidder in turn shall pay monthly License Fee and other charges along with applicable taxes, quarterly in advance, to JMRC as per the bid condition.
- 3.2.5 The Licensee has the option to appoint one or more telecom operators (**Other than Jio & Vi**) to carry out the Permitted Activity within the Licensed Premises. The Licensee shall ensure that any agreement or understanding executed between the Licensee and other telecom operators shall strictly adhere to compliances of License Agreement executed between JMRC and Licensee.
- 3.2.6 The IBS provided by Selected Bidder shall:
- a. Include all cellular standards such as GSM/ LTE/VOLTE etc.
  - b. The IBS coverage shall be provided through distributed antenna system and it shall be left to the Selected Bidder to decide on the technology solution fitted best to meet the coverage criteria keeping in view of the building profile and ground realities for mobile operators considering the commercial outflow to be paid by the mobile operators.
  - c. The technical specifications of the technology solution to be adopted by the Selected Bidder should not be inferior to the technology being used by the individual mobile operators presently providing services in JMRC Network.
  - d. The accepted License Fee of Space, as per License Agreement, shall be for 2G/3G/4G/5G only during the tenure of License Agreement.
  - e. Licensee shall make provision of one spare port at each licensed station to feed radio signal provided by the nominated agency of Jaipur Police/any nominated Security Agency. Licensee shall provide RF signal for use by Jaipur Police/any nominated Security Agency. In addition to mobile signal, mobile service provider shall also propagate this RF signal in tunnel and station area by using infrastructure meant for mobile coverage. For this purpose mobile service provider shall integrate and interface with the nominated agency of Jaipur Police/any nominated Security Agency so as to have a reliable network and good voice quality throughout the tunnel and station area for Jaipur Police/any nominated Security Agency wireless system. Licensee to liaison with Jaipur Police/any nominated Security Agency for license requirement for addition of the equipment in the existing network of Jaipur Police/any nominated Security Agency. No extra payment shall be admissible to the Licensee to extend the Jaipur Police/any nominated Security Agency wireless system to the underground network. Licensee would be required to interface with the nominated agency of Jaipur Police/any nominated Security Agency,

pick the signal and use the BDA to propagate the Jaipur Police/any nominated Security Agency RF signal of wireless system to the underground network of JMRC so that Jaipur Police/any nominated Security Agency can use wireless network in JMRC underground for communications.

- f. For the purpose of Jaipur Police/any nominated Security Agency Wireless System, Licensee may use Bi-directional Amplifier (BDA)/ optical-RF repeater to provide coverage.
- g. No repeater equipment shall generally be installed in tunnels. Nevertheless, if it is unavoidable then repeaters can be allowed adhering to the schedule of dimensions. Power for the same has to be extended by the Licensee from licensed room. Any co-axial cable, power cable etc. has to meet the FRLSZH (Fire Retardant Low Smoke Zero Halogen) criteria for underground environment and has to be provided by the licensee. The installation has to be inside the false ceiling and aesthetics is to be maintained. Location of such installation is to be approved by JMRC. Use of these active equipment is limited to the scope of this Agreement and they cannot be used for any other purpose such as Wi-Fi, etc.

3.2.7 **At least one operator other than Jio & Vi (including nominated agency for RF signal for use by Jaipur Police/any nominated Security Agency) shall be allowed as per this Bid Document to carry out the Permitted Activity. The operator (other than Jio & Vi) which the licensee intend to bring in shall have highest subscriber base in Rajasthan amongst all the operator (other than Jio & Vi).The Licensee shall obtain prior permission from JMRC to include/exclude any service provider (Jio/Vi/other Mobile Operator, if required by JMRC) in the IBS. Further, the agreement between Licensee and the operators shall cease in case of termination of License Agreement entered between Licensee and JMRC.**

3.2.8 In case licensee fails to comply to the provision of tie up with mobile operator as described above, JMRC reserves the right to ask individual/group of mobile operator to propagate their signals in licensed premises.

3.2.9 The Licensee shall install all necessary cables (of FRLSZH type only) and associated equipment for receiving signals of mobile service providers. In this regard certificates and test report of the manufacturer are to be submitted to JMRC.

3.2.10 Licensee has to install all necessary cables (of FRLSZH type only), LCX & OFC in tunnel, cables and fixing of antenna in station and associated equipment for amplification of the signals in all areas of the underground stations and the approach of the tunnel at its own cost, so as to provide seamless connectivity to the commuters travelling in the tunnels and underground station(s) of the Section. Cable trays and cable hangers for this purpose will be provided by JMRC against payment of one time capital cost and monthly fee. Licensee shall at their own cost and risk prepare/install cable tray and clamps etc. where such provision is not available. No

claim or compensation on this account shall be entertained. Over sheath of the LCX cable shall be an extruded layer of anti-corrosion, reduced flame propagation, low smoke zero halogen compound. Factory Acceptance Test (FAT) report of the cables to be submitted to JMRC.

- 3.2.11 The Licensee is permitted to take fiber from out-side station to GSM room at their own cost with available Cable Trays and meeting the requirement of cable specifications for Underground Section. The fiber cable is to be used solely for carrying traffic for mobile coverage of JMRC. No other data of whatever type shall be permitted on this fiber cable.
- 3.2.12 The Licensed Space shall be utilized only by the Licensee or his associates/permitted operators as per Terms and Conditions of RFP/Bid Document (Draft License Agreement at Clause 6.8, Form-11 of section VI). In this regard, the Licensee shall obtain prior written permission for operators to operate at a particular site from JMRC.
- 3.2.13 The sites shall exclusively belong to the JMRC, without creating any right, title or interest of whatsoever nature in the said Licensed Premises in favor of the Licensee.
- 3.2.14 Licensee shall ensure regular interaction and provide all necessary logistic support to the mobile operators so that they can provide un- interrupted mobile coverage in all underground areas.
- 3.2.15 The Licensee shall ensure compliance with permissible radiation limits for mobile towers/antennas as laid down by Municipal Corporation/ State Government/Department of Telecommunications, etc. from time to time. A DoT approved Third Party Agency shall check the radiation on yearly basis and the report shall be submitted to JMRC. The cost of the same is to be borne by the bidder.
- 3.2.16 The Selected Bidder shall be responsible for obtaining necessary permissions from Department of Telecommunications (DoT) and comply with all the guidelines issued by DoT from time to time and applicable law for undertaking the Permitted Activity in the Licensed Premises. Any law/instruction issued by Local Authority, in this regard, shall also be adhered to.
- 3.2.17 To power up repeater inside tunnel, Licensee has to make up his own arrangements from licensed rooms.
- 3.2.18 After completion of work as built drawings shall be submitted to JMRC.
- 3.2.19 Licensee shall be responsible for the following activities:
  - a. The Licensee shall ensure that passengers using metro train services will get uninterrupted mobile coverage without any interruption in underground section as described in Scope of this document.
  - b. The Licensee shall be licensed with space for Placement and Operation of Telecommunication Equipment for Providing Mobile (Cellular) Network

(2G/3G/4G/5G). For the purpose of placement of equipment, the Licensee shall submit the design/ layout of the location of placement of equipment along with other relevant details.

- c. The AGENCY must submit Preliminary plans, specifications and preliminary scheduled as hereinafter defined, to JMRC **within 30 days of taking over possession of premises form JMRC**, JMRC will have the right to approve The Agency's preliminary plans and specifications with such changes, as it may find necessary and compliance of all such changes and modifications in the preliminary plans as suggested by JMRC shall be mandatory. JMRC shall communicate its approval within a period of one month from the date of submissions.
- d. As used herein, Preliminary plans and specifications shall mean schematic development documents, as applicable and may consist of:
  1. General design notes
  2. Single line floor plan
  3. Reflected Ceiling plan
  4. Location plans for electrical and telecommunication equipment
  5. Furniture and equipment layout
  6. Lighting, air conditioning and miscellaneous electricity load required.
  7. Electrical wiring plan and telecommunication and data wiring
  8. HVAC (Heating, Ventilation and Air Conditioning) drawing.
  9. Precautions and standards for maintaining hygiene and cleanliness and disposal of solid waste and effluents.
  10. Provisions and measures for fire safety and fire fighting.
  11. Designing of all units/structures to complement station architecture/design for installation of telecommunication equipment.
- e. Operate, manage and maintain the entire Licensed Premises.
- f. Obtain all approvals, permits, etc from all competent and required authorities, including different tiers of government, statutory, local, civic authorities, DoT etc. at its own cost.
- g. Comply with all statutory requirements in connection with License Agreement.
- h. Ensure regular and timely payments of all amounts due to JMRC and discharge all obligations as per License Agreement.
- i. Agency should ensure that all electrical wiring, power outlets and gadgets are used and maintained properly, for guarding against short circuits/fires. The licensee should also ensure that all notified statutory provisions and standards are observed in this regard.

- j. Agency shall utilize the telecommunication infrastructure of JMRC on commercial terms where ever technically feasible first, before considering alternate facilities.
- k. Agency should ensure that equipment installed do not interface with the sensitive electronic equipment installed inside the station and tunnel by JMRC including TETRA based train radio system. If any interference is noticed, than the licensee 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. 1000/- 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.
- l. The agency shall for the purpose of setting up will interface with the Metro Contractor of JMRC. In case of any damage to JMRC properly during installation for actual costs whatsoever for restoration to its original position will be recovered from the Agency and some will not be challenged in whatever manner.

### **3.3 Period of completion**

The scope of work as outlined herein shall be completed within 06 months from the issue of the Letter of Award, resulting in provisioning of mobile service access to at least 01 mobile service providers (other than Jio & Vi) to the satisfaction of JMRC, falling which it shall be deemed as lack of performance and/ or default by the agency and action shall be initiated accordingly by way of defect liability charges and/or penalty.

Details of area are attached as (Clause 6.10, Form-13 of section VI).

### **3.4 General Terms for Grant of License**

- 3.4.1 The details of locations/stations and sections, offered through this tender, for Placement and Operation of Telecommunication Equipment for In-building Solution(IBS)s (IBS) for Providing Shared Mobile (Cellular) Coverage (2G/3G/4G/5G) in tunnels and underground Station(s) detailed at Clause 6.10, Form-13 of section-VI. The Selected Bidder shall be licensed with space for Placement and Operation of Telecommunication Equipment for In-building Solution (IBS)s for Providing Shared Mobile (Cellular) Coverage (2G/3G/4G/5G) in tunnels and underground Station(s) as detailed at Clause 6.10, Form-13 of section-VI. The area to be licensed/offered for the subject Bid that is proposed at each location in Clause 6.10, Form-13 of section-VI is

provisional and may have variation upto  $\pm 20\%$ . License Fee shall be charged on the basis of per station/month for each station handed over to the Licensee subsequent to issuance of Letter of Acceptance (LOA) and receipt of payments there under.

#### 3.4.2 Manpower of Agency

- a. The Agency will at his own expense and cost employ/engage suitable personnel for providing efficient services in respect of storage and operation of the said equipment and infrastructure so as to ensure uninterrupted services as per the scope of this RFP.
- b. The Agency shall appoint a Manager/ Supervisor whose scope of services shall be as follows:
  1. Stores only the products of approved and licensed manufacture and shall regularly pay the bills of the said materials and ingredients.
  2. Supervise the operations in the said premises.
  3. Adhere to the quality standards as applicable to the said products.
  4. He shall be responsible for cleanliness and hygiene in the said Premises and to ensure at the services are conducted in clean, proper and efficient manner.
  5. Employ and engage as their own employees, trained, skilled and qualified staff and endeavour to maintain and provide services to full satisfaction and to pay their wages and salaries regularly and promptly.
  6. Ensure that fire detection and suppression measures were installed inside his premises and kept in good working condition.

## SECTION IV

### GENERAL TERMS AND CONDITIONS



## 4. General Terms and Contract

### 4.1 Duration of License Agreement

- 4.1.1 **The period of the license agreement as prescribed in this RFP will be five years, extendable for a period of next Five years as may be mutually agreed and upon such terms and conditions as may be decided by the Parties.**
- 4.1.2 **Based on the first five years performance, extension may be granted for a further period of five (05) years but** only if both the parties agree and on mutually agreed terms and conditions. JMRC reserves the right NOT to grant such extension without assigning any reason whatsoever. The Agency voluntarily and unequivocally agrees not to seek any claim, damages, compensation or any other consideration in case such extension is not granted. Also, JMRC may extend the scope to incorporate future expansion of underground section beyond Badi Chaupar of the Jaipur Metro Rail Project if both parties agree and at mutually agreed terms and conditions. Alternatively, JMRC may decide to invite fresh for the underground beyond Badi Chaupar.
- 4.1.3 In case the period of agreement is extended, as per above Clause 4.1.1, only the recurring charges shall be applicable.

### 4.2 Penalties:

The Agency will strictly not encroach upon common areas/circulating areas or any other space, and restrict his operation to within the area licensed, 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 license and forfeit the interest free security deposit.

### 4.3 Suspension of Lease:

- 4.3.1 If, for any reason whatsoever, the Lease is temporarily suspended by the JMRC for any reason whatsoever, the Corporation will convey temporary suspension of the Lease in writing to the Lessee for which period, the Lessee shall fully or partially stop its activities as advised by the Corporation and proportionate rebate in lease rent for the suspension period will be provided by JMRC.
- 4.3.2 Due to the period under suspension if the time schedule gets extended, the Lease period shall consequently be treated as extended upto the

duration of suspension or otherwise as deemed fit by JMRC under the terms and conditions as laid out in this RFP.

- 4.3.3 If the Lease is suspended by JMRC for a period of more than 3 months, the Lessee shall have the right to terminate the contract by providing a termination notice of 07 days without any obligation on both sides except payment of Lessee's dues if any.

#### **4.4 Breach of Contract/Lease Agreement:**

- 4.4.1 The Lessee shall abide by the terms and conditions of this RFP 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.
- 4.4.2 Any notice required to be served on the Lessee under this agreement shall be deemed to be served if delivered at the Lessee's address or sent by Registered post /speed post to the Lessee. Similarly, any notice to be given to JMRC under this agreement shall be deemed to have been served if delivered 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.
- 4.4.3 In case of breach of contract by successful bidder, JMRC may terminate the contract as per procedure in Clause 4.5 of this section under this RFP.

#### **4.5 Termination of Lease Agreement:**

- 4.5.1 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 instance, the advance performance security deposit and advance Lease Rent deposited with JMRC shall be refunded after adjusting the dues, if any. If the Agreement is terminated in the Event of Default of the Agency as determined by JMRC under the provision of Clause 4.5.11 below, the interest free security deposit and advance charges paid till date will stand forfeited in favor of JMRC.

- 4.5.2 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 2 years. In such cases, the advance performance security deposit shall be refunded after payment of the Lease Rent dues, if any.
- 4.5.3 In case, the Lessee wants to give notice for termination of the Lease agreement within initial lock-in period of 2 (two) years, the Lessee shall give at least 6 (six) months advance notice to JMRC before completion of defined lock-in period and will continue to pay Lease Rents of the balance duration of lock in period. In such case, the performance security deposit of 6 months shall be refunded after adjustment of the Lease Rent dues, if any. On expiry of the said lock-in period, the agreement shall automatically stand terminated.
- In case, the termination notice is not given as above, the advance performance security deposit and advance charges/ Lease Rents paid will stand forfeited in favour of JMRC, adjustment of outstanding dues will be done separately, if any, payable to JMRC.
- 4.5.4 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 3 months, the agreement shall deemed to be terminated on completion of such improper intimation period. In such cases, the advance performance security deposit shall be refunded to the Lessee after adjustment of Lease Rent for period shorter than 3 months (notice period) and outstanding dues, if any.
- 4.5.5 The Lease Agreement shall be deemed to be terminated on the date mentioned in termination / surrender notice, subject to confirmation by JMRC. Only on submission of the "no dues certificate" issued by the authorised representative of the JMRC, will any amounts due, if any, will be released to the Lessee.
- 4.5.6 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 infrastructure and use legal means to recover the balance amount. JMRC shall also 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.
- 4.5.7 Notwithstanding any other rights and remedies provided elsewhere in the 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 doing business or providing services as provided under this Contract.

- b. Both the parties will settle, **within one month** of Termination of this Contract all the outstanding dues of the other party save and except the dues under dispute.
- c. Each party shall not use each other's name, trademark, brand name, logo, etc. in any audio or visual form after termination of this Contract or even during the contract.
- d. The expiration or termination of the Contract for any reason whatsoever shall not affect any obligation of either party having accrued under the 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.

4.5.8 This Lease shall stand terminated by the effect of efflux of time, after expiry of 05 (Five) years from the beginning of the Lease; or after expiry of the extended period which may be upto 05 (five) more years; as provided in Clause 4.1.1 of this section under this RFP.

4.5.9 This Lease shall be liable to be terminated in case of breach of terms & conditions and on any other grounds after giving a one month (01 month) termination notice to the other party. For the termination notice period to the Lessee shall be under obligation to pay lease rent and any other dues which he is otherwise liable to pay under this RFP. The effect of any termination under this RFP shall be as mentioned in above Clause 4.5.7 and at other places in this RFP.

4.5.10 In case it is found that the Leased premises are being used for prohibited blatant practices, illegality, any act or omission endangering the security of JMRC/ State/Public and sovereignty of the state, the Lesser retains the right to terminate the Lease with immediate effect.

4.5.11 Event of Default of the Agency:

- a. Default by the Agency would be deemed to occur in event of one or more of the following:-
  1. Material Breach to meet any of its obligations and which breach the Agency fails to cure for a period of 30 days.
  2. The Agency has abandoned the Project;
  3. The Agency has been declared insolvent;
  4. A resolution has been passed for voluntary winding up of the

Agency.

5. Cancellation of its license by TRAI;
  6. Any petition for winding up the Agency has been admitted and liquidator or provisional liquidator has been appointed or the Agency has been ordered to be wound up by Court of competent jurisdiction, except for the purpose of amalgamation or reconstruction with the prior consent of JMRC provided that, as part of such amalgamation reconstruction and the amalgamated or reconstructed entity has unconditionally assumed all obligations of the Agency;
  7. The Agency has unlawfully repudiated the contract or has otherwise expressed an intention not be bound by the Contract.
- b. In the Event of Default of the Agency in relation to this Contract, JMRC shall, without prejudice to any other right that it may have, be entitled to encash the performance Security and Terminate the Contract forthwith.

#### **4.6 Prohibited Practices:**

- 4.6.1 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, the Authority shall reserve the right not to award Contracts to such bidder or to cancel the Contracts, 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, the Authority shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security and the Performance Security Deposit, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such bidder’s Bid.
- 4.6.2 Without prejudice to the rights of the Authority under Clause 4.6.1 hereinabove and the rights and remedies which the Authority may have under the LOA or/and the Agreement, if the bidder or successful bidder, as the case may be, is found by the Authority 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 issue 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 the Authority either indefinitely or for a specified period of time, as the case may be, is found by the Authority to have directly or through an agent, engaged or indulged in any such Prohibited Practice.

4.6.3 For the purposes of this Clause 4.6, 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 Authority 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.

#### **4.7 Jurisdiction of Court:**

4.7.1 In the event of dispute or difference arising between JMRC and the Lessee out of or in relation to this “Lease Agreement” and so notified in writing by either Party to the other (the “Dispute”), the same shall be discussed in the first instance between the representatives of the Lessee and representatives of JMRC.

4.7.2 The courts at Jaipur shall have exclusive jurisdiction over all matters.

**4.8 Force Majeure:**

4.8.1 Delay in performance or non-performance of any obligation contained herein shall be excused to the extent such failure or non-performance is caused by force majeure.

4.8.2 For purposes of this Bid and Lease Agreement(s) to be signed in pursuance of this Bid process, 'force majeure' shall mean any cause or event preventing performance of an obligation under this Bid or Lease Agreement(s) under this Bid, which is beyond the reasonable control of either party hereto, and which by the exercise of due diligence, could not have been avoided or overcome, including fire, flood, sabotage, shipwreck, embargo, explosion, terrorist attack, labour trouble, accident, riot, acts of governmental authority (including acts based on laws or regulations now in existence as well as those enacted in the future), acts of God.

4.8.3 In the event of the Force-Majeure condition(s) continuing beyond a period of 02 Months, either party shall have the option to cancel the contract for the reason of any or all of the Force-Majeure condition(s) notified as above. Further, JMRC shall not be liable to pay to the bidder, any compensation towards financial implications arising due to Force Majeure.

- 4.8.4 As soon as practicable and in any case **within 15** days of the date of occurrence of a Force Majeure Event or the date of knowledge thereof, the affected party shall notify other Parties of the same, setting out the details of such Force Majeure Event.
- 4.8.5 Upon the occurrence of any Force Majeure Event, the following shall apply:
- a. The Parties shall bear their respective costs and no Party shall be required to pay to the other Party any costs arising out of such Force Majeure Event.
  - b. The Lessee will not be liable to pay the Default Charges for the period for which the Force Majeure events persist.
- 4.8.6 Upon the cessation of any Force Majeure Event, the Parties shall immediately resume their respective obligations and such resumption shall be given effect through a written notice of information sent to the other party.
- 4.8.7 It is expressly agreed that Lessee's ability to do business or provide services to a third party at a more advantageous price or Lessee's economic hardship shall not constitute a force majeure event.



**SECTION V**

**SPECIAL TERM AND CONDITIONS**

## 5. SPECIAL TERMS AND CONDITIONS OF BID & CONTRACT

### 5.1 Bidders to Bid for all Items

Bidder must quote for all the items mentioned in the BOQ (Bill of Quantities). In case, a Bidder does not quote for any item, the bid shall be summarily rejected.

### 5.2 Scope

The Agency shall undertake works and services as outlined in Scope of Work at Section III of this RFP.

### 5.3 Right of Property

- 5.3.1 The sites shall exclusively belong to the JMRC, without creating any right title or interest of whatsoever nature in the said premises in favor of the Agency. **This License Agreement shall commence from the date of signing agreement and shall continue for a period of five (05) years from the date of handing over possession or extended as per clause 4.1.1 unless otherwise terminated as provided in Termination clause.**
- 5.3.2 The Agency shall use ‘the premises only for the purpose for which it has been licensed, namely “operation of mobile telecommunication equipment for enhancement of cellular signals”.
- 5.3.3 The Agency, during the tenure of this license shall not transfer, assign or part with the licensed premises or any portion Thereof permanently or temporarily to anybody else and shall not be allowed to take any person to share the accommodation nor in partnership without the prior written permission of the JMRC, nor shall they be entitled to allow any person to occupy the licensed premises or to use any part Thereof save with the prior permission in writing of JMRC.
- 5.3.4 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 licensed 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 license agreement. JMRC also reserves the right to enter the licensed 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 licensed, proper precautions as advised by JMRC will be taken by license. The loss due to obstruction so caused on the business of the license will not be borne by JMRC.

- 5.3.5 The Agency shall use the granted space under the agreement only for those services provided therein and shall not use the same for any other purposes. In case, the Agency carries on any business or uses the said premises for any other purposes the license shall be deemed to have been misused and JMRC shall immediately enforce liabilities for misuse proceedings, if so initiated shall be that the cost of the Agency only. The Agency will indemnify and keep indemnified JMRC for any losses on this account.

#### **5.4 Finishes**

The premises 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 equipment in the said premises after duly obtaining all necessary approvals from JMRC, permissions and licenses from the Municipal Corporation and such other Statutory/Authorities of its own cost and expense.

#### **5.5 Use of Premises**

- 5.5.1 The subject site can only be used for placement and operation of mobile telecommunication equipment for enhancement of cellular signals only.
- 5.5.2 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 carving out the instructions of the authorized personnel of JMRC will be born solely by the licensee.
- 5.5.3 Any form of assigning the right to the License or subletting the whole or part thereof of the Licensed premises, will strictly not be permitted at any point during the license period and violation of the same, will lead to the revoking of the license, with JMRC reserving the right to forfeit all interest free security deposits and payments made.
- 5.5.4 The Agency at his own cost shall take the necessary statutory certificate area and approvals.
- 5.5.5 The Agency is not allowed to use the site for retail of products or services.

- a. Agency will install and operate within the licensed premises telecommunication equipment for enhancement of cellular signals; such equipment shall be maintained in a neat and sanitary condition and shall comply with all applicable laws and ordinances.
- b. The Agency will use only earmarked areas within the premises for the purpose of storage, with proper systems for extrication of pollutants and waste materials.
- c. Proper storage of the packaged products ensuring that there is no contamination or decay of products or raw materials.
- d. Agency 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 Agency will be the sole responsibility of the Agency only and JMRC will have no legal obligations or liability towards the injured.
- e. Agency shall ensure that fire detection and suppression measures if installed by it inside his premises are kept in good working condition.
- f. Agency shall ensure that all electrical wiring, power outlets and gadgets installed by it are used and maintained properly, for guarding against short circuits/fires.

#### **5.6 'As is where is basis'**

That the Agency will be licensed the said premises, equipment, installations, fittings and fixtures on 'as is where is basis' and the Agency shall not make any additions or alterations in the licensed 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 licensed premises and the same shall vest in JMRC.

## 5.7 Hygiene

That the Agency shall ensure that a high standard of hygiene is maintained in and around its installation as required by the JMRC administration/municipal authorities.

## 5.8 Infrastructure Facilities

JMRC will attempt to provide the services such as electricity, water, sewage, telephone etc; where committed in writing during the negotiation process subject to availability and technical feasibility. Any delay in provision or supply of the above-referred services shall not be reason for reduction of license fees or deferring of the same on this account.

## 5.9 Electricity

- 5.9.1 JMRC will provide power connection with sub metering arrangements if technically feasible. JMRC shall provide one electrical connection for each leased space. Further extension of electrical point through cable up to the respective leased space shall be done by the agency. All the charges for electrical installation and tariff shall be as per Clause 6.6 Form-6 of Section-VI.
- 5.9.2 Lessee shall maintain all the existing fittings and cables inside leased space during the lease period and hand over the same in original condition as taken over to JMRC. The lessee shall arrange any additional lighting arrangements as required.
- 5.9.3 Earthing provision should be mentioned in the preliminary plan and also additional earth pit location should be clearly marked. JMRC shall provide space for earthing pit at suitable location.
- 5.9.4 The lessee shall submit installation certificate for new installation of electric lines/work along with necessary drawing after execution and also display sign board at public area related to electric work, which will be helpful during any incident / accident.
- 5.9.5 The electrical installation work shall be carried out under supervision of nominated electrical engineer of JMRC by lessee.
- 5.9.6 Adequate fire fighting arrangements inside the leased premises shall have to be made by the lessee at his own, all the time during installation work as well as during the total currency of lease period. JMRC representative (Fire/Electrical) shall visit the leased area for ensuring the safety measures at any time.

- 5.9.7 In the 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 Clause 6.6 Form-6 of Section-VI.
- 5.9.8 The Agency voluntarily and unequivocally agrees not to seek any claim, damages, compensation or any other consideration whatsoever on account of time and costs associated provision of electricity.
- 5.9.9 At the time of applying of electrical connection, the Lessee shall also deposit towards Electricity Bill Payment Security (in the form of DD / Banker's cheque), a sum to be calculated as per Clause 6.6 Form-6 of Section-VI after receipt of the Notice to Proceed. This amount shall be refunded after adjusting any dues on account of electricity consumption upon expiry / termination of Lease agreement. No interest shall be payable on Electric Bill Payment Security.
- 5.9.10 JMRC shall present the bill against electricity consumption on actual usage basis, as per the applicable tariff & norms provided under Clause 6.6 Form-6 of Section-VI, to the Lessee. Electricity consumption charges shall be payable by the lessee to JMRC within ten days of issue of bill by JMRC.

#### **5.10 Parking**

The parking facilities provided of part of the Station parking may be used and all charges, fees and rules will apply as apply as applicable to the general public and the commuters.

#### **5.11 Services Provided by JMRC**

- 5.11.1 Reasonable security services for the station building, cleaning, trash removal and washing of the station building premises, adequate lighting in the common areas and exterior lighting outside the station building.
- 5.11.2 In the event that any one of the services provided for by JMRC may be interrupted or suspended by reason of accident, repair, alterations, strikes, lookout and except as here in after provided, JMRC shall not be liable to the Agency therefore provided however that JMRC shall use its best efforts to restore such services as soon as reasonably possible.

#### **5.12 Maintenance & Repairs**

- 5.12.1 That the AGENCY shall bear the cost of minor day-to-day repairs and maintenance. All major repairs due to constructional defect shall be the

responsibility of JMRC. If the Major repairs or maintenance required to be carried out by JMRC are not carried out within reasonable time, the AGENCY will have the right to get needful done and deduct the cost thereof from the amount payable To JMRC.

- 5.12.2 Provided however, that the Agency shall be at liberty, without any such consent as aforesaid, to have normal fixtures or linings and electric appliances, installed in the Licensed Premises. The 'AGENCY shall be at liberty on the Termination of this license to remove or take away such fixtures, fittings and electric 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.
- 5.12.3 The-said premises, which have been handed over to the Agency 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.

### **5.13 Alterations and Renovations**

- 5.13.1 The AGENCY will be allowed to carry out any alterations or renovations within the said premises but without in any way altering or damaging the main/shell structure of the said premises. The AGENCY to take prior written approval from JMRC through a written notice prior to commencement of any alteration works and if necessary MRC reserves the right to ask for and review the renovation plan drawings before providing consent.
- 5.13.2 The AGENCY will be responsible for the cost 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 other cost incurred by JMRC including any extra security costs, which are caused by, or in connection with, the works will also be to the AGENCY s account. The occupant will have to bear the cost the damage plus service charge. However before incurring any such cost the occupants will be briefed on the requirements by JMRC.

### **5.14 Additional space for Antenna and Other utility Equipment**

- 5.14.1 If any area in addition to the 'space' being licensed is required to for installing any equipment related to provision of utilities, such as stand by generators, air, conditioning plants, water storage, Antenna etc. and

other related equipment JMRC may provide such space, subject to availability and Technical feasibility.

For additional space on ground floor, the rate will be calculated on pro rata basis of accepted rules i.e. license fees accepted for the main licensed space.

- 5.14.2 The Agency will need to ensure that the equipment does not interfere with the station installations and the Agency will need to obtain prior written consent from JMRC for installing the equipment and for requesting JMRC to make available a suitable space/location for the same. JMRC reserves the right of refusal for installation of the equipment if it is of the opinion that the Agencies equipment will interfere with the station installations.
- 5.14.3 The HDPE pipe & cables (OF Cables, LCX Cables, RF Cables and electrical cables etc.) to be used in tunnel and underground station (including the equipment room) shall be manufactured from fire retardant, low smoke, zero Halogen material and shall meet all the requirements specified by relevant international standards. The Agency shall submit to the JMRC, factory acceptance Tests report or type test reports along with certificate from the manufacture duly endorsed by Agency.

#### **5.15 Compliance with the Law**

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 licensed premises. The AGENCY at its sole risk and expense, shall at all times during the term thereof promptly comply with all such requirements. The AGENCY shall comply with all applicable statutes, ordinances, rules and regulations of central, state governments, municipal bodies and all applicable rules and also regulations of the Fire department. The Agency shall also comply with all rules and regulations under the Metro Act and also to instructions issued from time to time from the office of Director (Operations & Systems) JMRC. Non-compliance with rules/regulations/ notices and laws may be treated as breach of contract and may lead to cancellation of contract and forfeiture of interest free security deposit and other payments.



**5.16 Insurance and Waiver of Liability**

The AGENCY will bear the cost, throughout the term of the License, for a comprehensive general liability insurance covering injury to or death of any person(s) occurring in the said premises, including death or injury caused by the sole negligence of the AGENCY or the AGENCY's failure to perform its obligations under the agreement. Upon JMRC's request, the AGENCY shall submit to JMRC, suitable evidence that the foregoing policy or policies are in effect. In the event of the default i.e. avoiding the insurance cover, the Agency 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 Agency.

**5.17 Manpower engaged by the Agency**

- 5.17.1 With respect to the manpower engaged by the Agency for the purpose of work under this RFP.
- 5.17.2 The AGENCY shall bear all salaries, wages, bonuses, payroll Taxes or accruals including gratuity, superannuating, pension and provident fund contributions, contributions to worker's competition funds and employees state insurance and other taxes and charges and alt fringe and employee benefits including statutory contributions. In respect of such personnel and it is agreed they shall all no point of time be or construed to be employees of JMRC and the AGENCY shall be solely responsible for compliance with all Labour laws which shall include all liabilities of the provident fund Act, ESI Act, workmen's compensation Act, Minimum Wages Act other labour Welfare Act in respect of its personnel.
- 5.17.3 All persons engaged by it behave in an orderly and disciplined manner and that the said employees are prohibited from carrying on unfair activities, demonstrations in the vicinity of the site.

**5.18 Handing over possession to JMRC**

- 5.18.1 That the said premise which has been handed over to the licensee under this agreement will be kept in good condition and maintained properly by the licensee at their own cost. If the property is not handed over in good condition as required under this agreement JMRC reserves the right to seek exemplary damages and identification.
- 5.18.2 No Tenancy/sub-Tenancy is being created by JMRC in favor of Agency under or In pursuance of the License Agreement as a result of this RFP

and it is distinctly and clearly understood, agreed and declared by and between the parties hereto that:

- 5.18.3 That the Agency shall not have or claim any interest in the said premises as a tenant sub-Tenant or otherwise:
- 5.18.4 That no right as a tenant/Sub-Tenant or otherwise is purported is intended to be created or transferred by JMRC in favor of Agency in or in respect of the said premises, except to carry out their activities over the granted space under this License Agreement and
- 5.18.5 That the rights, which Agency shall have in relation to the said premises, are only those set out in this agreement.
- 5.18.6 Agency shall deliver to JMRC peaceful vacant physical possession of the Licensed premises.
- 5.18.7 Licensed premises at the end of the term of the Agreement, in the good condition except for reasonable wear and tear and acts of God and nature.
- 5.18.8 That if the Agency fails to vacate the property within a grace period of 30 days of termination of the agreement. The Agency 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 license fees due.
- 5.18.9 In case of Termination of Contract as per the terms of this RFP, the Agency shall hand over to JMRC or its authorized agent vacant possession of the said licensed Premises. The vacant possession will be handed over to the station manager/authorized personnel of the JMRC.
- 5.18.10 Agency will forthwith vacate the said premises and remove its furniture, fixtures, equipment as well as its personnel from the said premises without causing any damage to the property of JMRC
- 5.18.11 JMRC shall repay amounts owing to the Agency if any, after deducting all dues including usage charges such electricity charges etc. except the advance license fees paid and refundable interest fee security deposit which would stand fortified in favour of the JMRC.
- 5.18.12 Consequent to issue of Termination letter, after approval of competent.

#### **5.19 Installation Security Deposit**

- 5.19.1 The Installation Security Deposit shall be in the form of a Bank Guarantee from an Indian scheduled Bank in the format specified in Clause 6.11, Form-14 of Section-VI.

- 5.19.2 The Installation Security shall be INR 3,00,000/-, which shall be submitted within 30 days of the issue of the Letter of Award, which shall be refunded without any interest, promptly after commencement of mobile services as per the Scope of Work, after receipt of certificate of commencement from the Agency.
- 5.19.3 The Installation Security is to ensure that there is no damage to the JMRC assets during installations by the Agency.
- 5.19.4 The Installation Security shall be kept valid for a period of 6 months (six months) from the date of commencement of mobile services.
- 5.19.5 In case of failure on the part of the successful bidder to submit the Installation Security Deposit within the stipulated period, his Bid Security shall be forfeited and the Contract is liable to be terminated.
- 5.19.6 JMRC shall have the right to invoke and appropriate the proceeds of the Installation Security Deposit, in whole or in part, if JMRC determines that there has been damage to JMRC assets during installation of infrastructure at by the Agency, without notice to the Agency.

**SECTION VI**

**BID FORMS**

## 6.1 FORM 1: FORM OF BID

To

Executive Director(S&T),  
Jaipur Metro Rail Corporation Limited, Room no.-  
314, 3<sup>rd</sup> Floor, Admin Building, Metro Depot,  
Bhriгу Path,  
Mansarovar, Jaipur-302020

1. Having visited the site and examined the General Conditions of Contract as well as Special Conditions of Contract, Specifications, Instructions to Bidders, for the execution of above named works, we the undersigned, offer to execute and complete such works and remedy defects therein in conformity with the said Conditions of Contract, Specifications, and Agenda for the sum of as mentioned in BOQ or such other sum as may be ascertained in accordance with the said conditions.
2. We acknowledge that the Appendix forms an integral part of the Bid.
3. We undertake, if our Bid is accepted, to commence the works within 2 weeks of issue of the purchase order.
4. If our Bid is accepted, we will furnish at our option a Bank Guarantee for Performance as security for the due performance of the Contract. The amount and form of such guarantee or bond will be in accordance with the General Conditions of the Contract and as indicated in the Appendix.
5. We agree to abide by this Bid for a minimum period of 90 days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiry of that period or any extended period mutually agreed to.
6. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
7. We declare that the submission of this Bid confirms that no agent, middleman or any intermediary has been, or will be engaged to provide any services, or any other item of work related to the award and performance of this Contract. We further confirm and declare that no agency commission or any payment, which may be construed as an agency commission has been, or will be, paid and that the Bid price does not include any such amount.
8. We acknowledge the right of the Employer, if he finds to the contrary, to declare our Bid to be non-compliant and if the Contract has been awarded to declare the Contract null and void.

- 9. We understand that you are not bound to accept the lowest or any Bid you may receive.
- 10. If our Bid is accepted we understand that we are to be held solely responsible for the due performance of the Contract.

Dated this.....day of..... 2024

Signature .....

Name..... in the capacity of ..... Duly authorized to sign Bids for and on behalf of ..... Address .....

Witness – Signature .....

Name .....

Address .....

Occupation .....

**6.2 FORM 2 : TECHNICAL BID FOR MOBILE COVERAGE AT PHASE-1B STATIONS & TUNNEL SECTION IN BETWEEN CHANDPOLE & BADI CHOUPAR METRO STATION**

To

Executive Director(S&T),  
Jaipur Metro Rail Corporation Limited, Room no.-  
407, 3<sup>rd</sup> Floor, Admin Building, Metro Depot,  
Bhrigu Path,  
Mansarovar, Jaipur-302020

**NIB No.: JMRC/O&S/S&T/2024-25/06**

Dear Sir,

We hereby submit our Bid for **In-building Solution & Mobile Coverage at Phase-1B Stations & Tunnel Section in between Chandpole & Badi Choupar metro stations**

1. Name of the Applicant:
  
2. Name & Designation of Authorised Signatory:
  
3. Registered Office Address of Applicant:
  
4. Address of Office in Rajasthan:
  
5. Date of Setting up of Office in Rajasthan:
  
6. Address, Phone No, Fax No & Email of Authorised Signatory:
  
7. If consortium, Names of Consortium Member Entities:
  
8. Registration Number as Authorised Infra Provider (IP-1) Category with Department of Telecommunications.
  
9. GSTN No.

10. PAN No.

11. List of installations of BTS/Cellular Towers and/or Signal Enhancement Infrastructure.

a. List of project across INDIA (Name of Project, Location, Name of Service Providers sharing the infrastructure) enclosed.

(use separate sheet for the list)

YES/NO

b. List of project across JAIPUR (Name of Project, Location, Name of Service Providers sharing the infrastructure) enclosed.

(use separate sheet for the list)

YES/NO

12. Names of Mobile Operators with whom prior agreements/ have been entered into and/or consent letters have been received from.

**(Please Enclosed Agreements/ self attested consent letters from at least 01 mobile operators (other than Jio & Vi) and which has highest subscribers in Rajasthan as per Clause 6.9, Form-12 of Section-VI)**

Enclosed (YES/NO)

13. Satisfactory Performance Certificate from two Organisation (Please enclose Two letters of satisfactory performance for similar assignment).

We enclose a Demand Draft No ..... Dated ..... for Rs. 1,55,304/- (Rupees One Lakhs Fifty Five Thousand Three Hundred and Four only) towards Bid Security and a Demand Draft No..... Dated ..... for Rs. 5900 (Rupees Five Thousand Nine Hundred only). Towards Bid Cost drawn in favour of Jaipur Metro Rail Corporation Ltd. Jaipur. This is enclosed in a separate cover.

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



We agree to abide by all the conditions mentioned in the RFP (all the pages of which have been signed by us in token of acceptance of the terms mentioned therein).

**DECLARATION**

Signature of the Applicant

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

**SIGNATURE OF APPLICANT WITH SEAL**

Dated:- Place:-

Details of Enclosures:

**6.3 FORM 3 : FORMAT OF BANK GUARANTEE FOR PERFORMANCE SECURITY**

This deed of Guarantee made this day of \_\_\_\_\_ between Bank of \_\_\_\_\_ (hereinafter called the “Bank”) of the one part, and Jaipur Metro Rail Corporation Limited (hereinafter called “the Employer”) of the other part.

Whereas Jaipur Metro Rail Corporation Limited has awarded the contract for \_\_\_\_\_ “RFP for In-building Solution & Mobile Coverage at Phase-1B Stations & Tunnel Section in between Chandpole & Badi Choupar metro stations”

NIB No. JMRC/O&S/S&T/2024-25/06 (here in after called “the contract”) to M/s (here in after called “the Contractor”).

AND WHEREAS the Contractor is bound by the said Contract to submit to the Employer a Performance Security for a total amount of Rs. \_\_\_\_\_ (Amount in figures and words).

Now we the Undersigned \_\_\_\_\_ (Name of the Bank) being fully authorized to sign and to incur obligations for and on behalf of and in the name of (Full name of Bank), hereby declare that the said Bank will guarantee the Employer the full amount of Rs. \_\_\_\_\_ (Amount in figures and Words) as stated above.

After the Contractor has signed the aforementioned Contract with the Employer, the Bank is engaged to pay the Employer, any amount up to and inclusive of the aforementioned full amount upon written order from the Employer to indemnify the Employer for any liability of damage resulting from any defects or shortcomings of the Contractor or the debts he may have incurred to any parties involved in the Works under the Contract mentioned above, whether these defects or shortcomings or debts are actual or estimated or expected. The Bank will deliver the money required by the Employer immediately on demand without delay without reference to the Contractor and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the Contractor. The Bank shall pay to the Employer any money so demanded notwithstanding any dispute/disputes raised by the Contractor in any suit or proceedings pending before any Court, Tribunal or Arbitrator/s relating thereto and the liability under this guarantee shall be absolute and unequivocal.

This Guarantee is valid for a period of \_\_\_\_\_ Months from the date of signing. (The initial period for which this Guarantee will remain valid for a period of 60 days

beyond the date of completion of all contractual obligations of the Bidder, including warranty obligations.)

At any time during the period in which this Guarantee is still valid, if the Employer agrees to grant a time extension to the Contractor or if the Contractor fails to complete the Works within the time of completion as stated in the Contract, or fails to discharge himself of the liability or damages or debts as stated under above Para, it is understood that the Bank will extend this Guarantee under the same conditions for the required time on demand by the Employer and at the cost of the Contractor

The Guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank or of the Contractor.

The neglect or forbearance of the Employer in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by the Employer for the payment hereof shall in no way relieve the bank of their liability under this deed.

The expressions “the Employer”, “the Bank” and “the Contractor” hereinbefore used shall include their respective successors and assigns.

In witness whereof I/We of the bank have signed and sealed this guarantee on the \_\_\_\_\_day of \_\_\_\_\_ (Month) 2024 being herewith duly authorized. For and on behalf of the Bank.

Signature of authorized Bank official

Name:.....

Designation : .....

I.D. No. : .....

Stamp/Seal of the Bank: .....

Signed, sealed and delivered for and on behalf of the Bank by the above named\_\_\_\_\_

In the presence of:

Witness 1.

Witness 2.

Signature .....

Signature ..... Name

.....

Name ..... Address

.....

Address .....

**6.4 FORM 4 : BIDDER'S AUTHORIZATION CERTIFICATE {to be filled by the BIDDERS}**

To

Executive Director(S&T),  
Jaipur Metro Rail Corporation Limited, Room no.-  
407, 4<sup>th</sup> Floor, Admin Building, Metro Depot,  
Bhriгу Path,  
Mansarovar, Jaipur-302020

I/ We {Name/ Designation} hereby declare/ certify that {Name/ Designation} is hereby authorized to sign relevant documents on behalf of the company/ firm in dealing with NIB reference No. JMRC/O&S/S&T/2024-25/06 dated \_\_\_\_\_. He/ She is also authorized to attend meetings & submit technical & commercial information/ clarifications as may be required by you in the course of processing the Bid. For the purpose of validation, his/ her verified signatures are as under.

Thanking you,

Name of the Bidder: - Verified Signature:

Authorized Signatory: -

Seal of the Organization: -

Date:

Place:

**6.5 FORM 5 : SELF-DECLARATION (to be filled by the Bidder)**

To

Executive Director(S&T),  
Jaipur Metro Rail Corporation Limited, Room no.-  
407, 4<sup>th</sup> Floor, Admin Building, Metro Depot,  
Bhriгу Path,  
Mansarovar, Jaipur-302020

In response to the NIB Ref. No. JMRC/O&S/S&T/2024-25/06 dated \_\_\_\_\_  
for RFP for In-building Solution & Mobile Coverage at Phase-1B Stations & Tunnel Section  
in between Chandpole & Badi Choupar metro stations RFP for In-building Solution & Mobile  
Coverage at Phase-1B Stations & Tunnel Section in between Chandpole & Badi Choupar metro  
stations., as an Owner/ Partner/ Director/ Auth. Sign. Of \_\_\_\_\_, I/  
We hereby declare that presently our Company/ firm \_\_\_\_\_, at the time of bidding,: -

- a. Possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
- b. Have fulfilled my/ our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document;
- c. Is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central government/ PSU/ UT.
- d. Does not have any previous transgressions with any entity in India or any other country during the last three years
- e. Does not have any debarment by any other procuring entity
- f. 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;
- g. Does not have, and our directors and officers 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 a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
- h. Does not have a conflict of interest as mentioned in the bidding document which materially affects the fair competition.
- i. Will comply with the code of integrity as specified in the bidding document.
- j. 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 thereto prescribed by GOR, my/ our security may be forfeited in full and our bid, to the extent accepted, may be cancelled.

- k. When no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the country of origin of the Goods.
- l. have thoroughly read the bidding document and by signing this certificate, we hereby submit our token of unconditional acceptance to all the terms & conditions of the bidding document without any deviations.

Thanking you,

Name of the Bidder: -

Authorized Signatory: - Seal of the Organization: - Date: \_

Place: \_\_\_\_\_

**6.6 FORM 6 : 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.
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 leased premises/ works requirement.
3. Installation of DG set for normal/standby power by lessee/ 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 will 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 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. The supply point shall be provided by JMRC near to the load center. The licensee (of advertisement contract) shall extend & maintain the power supply at their own from the supply point to 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 thereof shall be charged (temporary connection charges) over and above applicable tariff (Rate of electricity shall be charged from Lessee at JVVNL tariff applicable for the purpose to JMRC) to take care of expenditure done 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 undertaken by the Lessee, confirming to electrical safety and technical suitability as certified by authorized representative of JMRC.

8.4. In case of extension of work is given on JMRC account by HOD concerned, the temporary connection charges for the entire period shall be charged @100/- per KW per week. If the extension of work is given on the contractor's account, the existing rate of Rs. 200/- per KW per week shall be charged for extended period beyond 30 days 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 lessee 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 lessee 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 lessee.



9. **Release of Permanent Connection:**

- 9.1. Following works shall be carried out by JMRC for release of permanent electrical connection:
- i. Supply and laying including end termination of suitable size (rating suitable for allowable electric load) LT FRLS cable (from source to nearest point) as per standard specifications.
  - ii. Supply and lying of meter box, pre/post-paid energy meter and MCB for extending the power.
- 9.2. Lessee 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 leased space: –
- I. For 1 KW load- Rs. 6,000/-
  - II. For 2 KW load – Rs. 12,000/- III.
  - For 5 KW load – Rs. 30,000/- IV. For 10
  - KW load – Rs. 40,000/- V. For 20 KW
  - load – Rs. 50,000/- VI. For 30 KW load –
  - Rs. 60,000/-
- The lump sum installation charges are to be payable by lessee 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 lessee.
- 9.3. Lessee shall extend power supply from JMRC Meter at his own cost as per approved makes and specifications. Lessee is also required to comply with necessary provision for fire safety norms of JMRC. The lessee shall execute electrical works within the leased 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 before 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 upto 5KW and Rs.10,000 per 5 kW - 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 Lessee at JVVNL tariff applicable for the purpose to JMRC) at the end of each month and lessee 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 lessee.

10. Underground metro stations are already air-conditioned and hence separate AC for leased premises in that area is not required. In underground stations, installation of window/split AC are 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 Lessee 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 upto 6 Sq.mm will 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 cable along with seParate 2 nos. of 8 SWG GI wires shall be used for earthing. For underground stations, 2 seParate earth wire of 8 SWG copper conductor shall be used.
- iv. For elevated stations, all wires shall be FRLS. Cables shall be armoured, XLPE , FRLS. In case of Underground stations, all wires and cables shall be armoured, XLPE FRLSZH and conform to NFPA-70, BS-6724 and BS6724
- v. Applicant will provide a seParate protection for their electric requirement with proper discrimination with up stream 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:**

SN	Item	Approved Makes
1.	GI Conduit Pipes	ISI Marked
2.	GI Conduit Accessories	Confirming to BIS/ISI as per approved samples
3.	Copper Conductor FRLS, PVC insulated wires (ISI mark)	National, Ecko, Finolex, Havells, Grandly, NICCO, Asian, Poly Cab
4.	Copper Conductor 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)	Fort Gloster, NICCO, Finolex, Asian/RPG, KEI, Havells, Polycab, CCI, Universal
7.	FRLSZH , PVC Cables Al (ISI mark) use for underground station	Polycab, Ducab Dubai, Cords Cables, KEI, RashiCables.
8.	Switches & Socket outlets(ISI mark)	Crabtree, Anchor, MDS, LK (Schneider), RK, Legrand
9.	MCB, RCCB (ELCB)	L&T Hager, MDS, Siemens, GE, Merlin-Gerin, ABB, Schnieder, Standard, Indo-Asian, Havells
10.	Distribution Boards	L&T Hager, MDS, Siemens, ABB, Indo-Asian, Havells, GE, Schnieder, Standard
11.	Luminaries	Philips / Schrader / Osram / Bajaj / Thorn / Crompton
12.	Air Conditioner (Minimum three star rating)	Hitachi, Blue Star, O- General, Daikin, Voltas, LG, Samsung,

In case electrical items of any other make, the same needs to be approved from JMRC before installation.

- vii. Only Galvanized Cable tray, Conduit, Cable Ladder shall be allowed.
- viii. Internal wiring of luminaries (Light Fittings) and Signages in signage's panel shall also be FRLSZH in case of UG stations.
- ix. All Plastic accessories used in luminaries shall be non-flammable material, meeting all the NFPA requirements, preferable by UV and shall be suitable for application at UG station conforming to UL – 94

standards on flammability of material.

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 Lessee only. In case Lessee/ Licensee has sub-let the premises/ space to any franchise/ sub-lessee, the onus of payment of electricity bills etc. and adhering to the Rules & Guidelines of electrical safety & maintenance will be of Lessee/ Licensee only.
- 13.3. The Applicant shall have no objection for the DISCOMs to carry out 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 be levied 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 years 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 for 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 will 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 countersigned by the applicant shall be submitted by the Applicant. Every shop/ property Development area must have enough Fire Extinguishers as stipulated.
- 13.13. Applicant will 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/- will be charged from him along with disconnection of power supply. Reconnection of power supply will 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 lessee, the same shall be applied to GM (Tr./E&M). On payment of demand charges and sanction of additional load only, the lessee shall be entitled 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/ sublet 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(ies)/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 leased 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. Lessee 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 lease/ contract to remove or take away such fixtures, fittings and electrical 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.



**Format of Application for Permanent/Temporary Power Supply****To,****ED (Traction and E&M)  
Jaipur Metro Rail Corporation**

<b>SN</b>	<b>Item</b>	<b>Details</b>
1.	Name of the Applicant	
2.	Station	
3.	Reference to allotment letter (Copy to be attached)	
4.	Load Requirement (KW)	
5.	Details of submission of Electrical Security Deposited as per load demand	
6.	Details of submission of one time lump-sum amount as per load demand	
7.	Details of Cable installed/ to be installed along with earthing (Make, rating and specification)	
8.	Details of MCCB/MCB installed/ to be installed (make, rating and specification)	
9.	Details of ELCB installed/ to be installed (make, rating and specification)	
10.	Attach cable layout plan of leased space	

SN	Item	Details
11.	Attach electrical installation test reports (L Form) signed from electrical contractor holding valid license/qualified diploma/degree Electrical Engineer. (In case of Permanent Connection)	
12.		

All details furnished in the application are true to the Applicant’s knowledge. If any information is found incorrect at a later date, JMRC will have the right to withhold/disconnect supply, as the case may be, and forfeit the Electrical Security deposit. We further agree to abide by all the Rules & Guidelines of JMRC for release, upkeep & maintenance of electrical power.

Signature of Applicant

**Encl :**

1. Copy of letter of acceptance.
2. Copy of Notice to proceed.

**Note :** After receiving application along with all relevant papers/submission of all required amount from lessee, the Traction/ E&M Department of JMRC shall release electrical connection after verification and inspection of site.

**6.7 FORM 10 : BILL OF QUANTITIES (BOQ)**

## FINANCIAL BID FORM

S.No.	ITEM	Details	Monthly Rental proposed per month for the first 36 months* (excluding GST)
A1	Monthly license fees for space, cable trays, Maintenance charges of space and supervision charges for Tunnel entry	Per month	
A2	Monthly charges for electrical installations including sub - stations lease rent and maintenance of Air-conditioners	Per month	
A3	Cables Hangers/Tray (in Tunnel & along Track)	Per month	
A	<b>Total Monthly Rental proposed per month for the first 36 months*. (A = A1+A2+A3)</b>		

\* To be increased by 20% every three years of compounding basis.

Note: The Financial Bids of only those Applicants, who clear Technical evaluation stage, will be evaluated.

1. Rate quoted must be for basis for Phase-1B Stations & Tunnel Section in between Chandpole & Badi Choupar Metro Station inclusive for carrying out all activities as detailed in the scope of work and will be deemed to include all incidental charges, supervision, transport, contractor's profit and establishment/overheads, all risks and other obligations set out or implied in the contract, complete as required.
2. Rate quoted must be excluding GST in BOQ. However rate of GST shall be as applicable on the date of billing.
3. Anything that would be required to complete the above scope of work will be borne by the bidder.

**Signature of firm's representative**

**(With seal of firm)**

**6.8 FORM -11: DRAFT LICENSE AGREEMENT**

**(This should be executed on Rajasthan stamped paper in accordance with the Rajasthan stamp act 1998.)**

(License Agreement No.....)

THIS AGREEMENT entered into at Jaipur on this the day of 2024, BETWEEN

Jaipur Metro Rail Corporation Limited (JMRC) incorporated under the companies act, 1956 having its registered office at Admin Building, Metro Depot, Bhriгу Path, Mansarovar, Jaipur-302020, (hereinafter referred to as the ‘Licensor’ or “JMRC” which expression shall unless repugnant to the context mean and include it’s successors and assigns) of the First Party

AND

M/s -----, a Company incorporated under the provisions of [Companies Act, 1956/, 2013] having its Registered office at -----

-----, (hereinafter referred to as the ‘Licensee’ through its duly authorised signatory which expression shall unless repungent to the context or meaning thereof include the successors and assigns) of the Second Party

WHEREAS

- a. JMRC is engaged in the business of constructing, operating & maintaining Mass Rapid Transport Network in JMRC, with a view to augment its non-operating revenue, had invited Bids from the eligible parties for In-building Solution & Mobile Coverage at Phase-1B Stations & Tunnel Section in between Chandpole & Badi Choupar metro stations (“Permitted Activity”) in the premises, tunnel and underground Station(s) (hereinafter referred to as “Licensed Premises”) i.e. Chandpole – Chhoti Chauper & Badi Chauper section comprising if 2 stations i.e. Chhoti Chauper & Badi Chauper and tunnel sections
- b. Pursuant to evaluation of the bids received, JMRC has accepted the bid of M/s ..... for Schedule..... and has issued M/s .....a Letter of Acceptance bearing No. dated (‘LOA’), requiring inter alia, the execution of this License Agreement.
- c. The Licensee shall perform the obligations and exercise the rights under the Letter of Acceptance (LOA), including the obligations to enter into the License Agreement, pursuant to the LOA for undertaking the License.
- d. Based on Terms and Conditions of RFP/Bid Document and after due inspection and verification of the building and Licensed Premises and understanding all the Terms and Conditions of this Agreement and other documents relating to the competency and all other relevant records, the Licensee is satisfied in all respects

with regards to the right and authority of the Licensor to enter into this Agreement.

- e. Accordingly, JMRC has agreed to provide to the Licensee the Licensed Premises for undertaking the above mentioned Project and, on /as per the terms and conditions contained in this License Agreement.
- f. The Licensee has represented that they have obtained requisite permissions and authority as per applicable law to undertake the above Project at the Licensed Premises. The Licensee shall design, procure, manufacture, fabricate, install, commission, manage, operate and maintain the Licensed Premises by placement and operation of telecom equipment for IBS for providing shared Mobile Coverage as specified in this Agreement at its own cost. All the locations and designs proposed by the Licensee are subject to approval by JMRC with regard to operational feasibility, aesthetics, and safety & security concerns.
- g. JMRC has accordingly agreed to provide the Licensed Premises on license basis to the Licensee for carrying out the above mentioned Project on the terms and conditions contained in this Agreement. Each individually shall be known as a **“Party”** hereto, and collectively the **“Parties”**.

NOW THEREFORE THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. The following documents shall be deemed to form part and be read and construed as part of this agreement, namely
  - (i) Letter of Acceptance issued vide No. .... dated.....
  - (ii) Bid Document, its Addendums & Corrigendum
  - (iii) Any other document forming part of the Bidding Process
2. The Licensee hereby covenants as follows:-
  - (i) Licensee hereby assumes responsibility for placement and operation of Telecommunication equipment for In Building Solution (IBS) for providing shared mobile coverage (2G/3G/4G/5G)-permitted activity at JMRC stations as detailed at Annexure-13. The Licensee shall design, procure, manufacture, fabricate, install, commission, manage, operate and maintain the IBS- Telecommunication equipment inside stations as specified in this Agreement at their own cost. All the locations and designs/plans proposed by the Licensee are subject to approval by JMRC with regard to operational feasibility, aesthetics and safety & security concerns.
  - (ii) Licensee irrevocably agrees to make all payments including License Fee as per this Agreement as and when due, without delay or demur and without waiting for any formal advice from JMRC in this regard.
  - (iii) The Licensee confirms having examined the potential locations at Selected

Metro Stations in detail and fully understands and comprehends the technical requirements of the spaces for placement and operation of the telecom equipment for IBS for providing shared mobile coverage. The Licensee also confirms full satisfaction as to the business viability of licensing the premises at the Metro Stations and hereby voluntarily and unequivocally agrees not to seek any claim, damages, compensation or any other consideration, whatsoever on this account. Licensee also confirms having made independent assessment of present and future market potential and no future claim what so ever regarding change in market circumstances shall be used by it as an alibi or excuse for non-payment of License Fee and other amounts due to JMRC under this License Agreement.

- (iv) Licensee shall also adhere to-
  - a. Procedure of JMRC regarding release of electric supply and specification of materials to be used for electric supply, Air- conditioning work, Fire Protection System, Fire NOC as detailed at Annexure- 11.
  - b. Fire retardant Material for renovation/ refurbish of premises as per Specification at Annexure-11.
- (v) That JMRC and LICENSEE represent and warrant that they are empowered, authorized and able to enter into this agreement.

<p>.....-.....-2024</p> <p>(.....)</p> <p>FOR AND ON BEHALF OF</p> <p>JAIPUR METRO RAIL CORPORATION LIMITED</p>	<p>....-...- 2024</p> <p>(.....)</p> <p>Authorized Signatory.</p> <p>FOR AND ON BEHALF OF LICENSEE</p> <p>M/s.....</p> <p>.....</p>
---	---

IN WITNESS WHEREOF the LICENSEE and the JMRC have set their hands hereunto on the day, month and year first written above in the presence of the following witnesses:

JMRC

LICENSEE

**6.9 FORM 12 : PERFORMA FOR CONCURRENCE LETTERS FROM MOBILE SERVICE PROVIDERS**

**(To be provided on the letter-head of the mobile service provider)**

To

Executive Director (S&T),  
Jaipur Metro Rail Corporation Limited, Room no.-  
407, 4<sup>th</sup> Floor, Admin Building, Metro Depot,  
Bhrigu Path,  
Mansarovar, Jaipur-302020

**Subject: Concurrence letter for sharing of telecom infrastructure and other necessary tie-up in fulfillment of Scope of Work of NIB No. JMRC/O&S/S&T/2024-25/06**

We \_\_\_\_\_ (Name of Mobile Service Provider).  
With our office at \_\_\_\_\_, have gone through the scope of work of  
the NIB No. JMRC/O&S/S&T/2024-25/06 and hereby given our concurrence to M/s \_\_\_\_\_  
(Name of Applicant)\_\_\_\_\_.

Authorized Signatory

(Signature with seal)

**6.10 FORM -13 : DETAILS OF LOCATION**

Station			Tunnel Section			
Section Name	Station	Tentative Space (Sqm)	Section		No. of Section	Tunnel Length (in between platform ends) (in m)
			From	To		
Chandpole - Choti Choupar - Badi Chaoupar	Choti Chaoupar	34	Chandpole	Choti Chaoupar	DN Line	1080
					UP Line	1075
	Badi Choupar	38	Choti Chaoupar	Chandpole	UP Line	713
					DN Line	713
Total	02 Stations	72	2 Sections with for 4 tunnels			3581

**Relevant GAD Drawings of the Stations are enclosed as Appendices which the Bidder may follow before submitting the Bid.**



**6.11 FORM 14 : INSTALLATION SECURITY DEPOSIT**

**(To be stamped in accordance with the Stamp Act of the Country of Issuing Bank)**

To

Executive Director (S&T),  
Jaipur Metro Rail Corporation Limited, Room no.-  
407, 4<sup>th</sup> Floor, Admin Building, Metro Depot,  
Bhriгу Path,  
Mansarovar, Jaipur-302020

**WHEREAS** ..... (Name and address of the Agency)(hereinafter called “the Agency”) has undertaken, in pursuance of NIB No. JMRC/O&S/S&T/2024-25/06 to install telecommunication equipment for enhancing signal enhancement at Phase-1B Underground Station and to tie up with mobile service providers for providing seamless mobile connectivity to Jaipur Metro Rail commuters vide this “**RFP for In-building Solution & Mobile Coverage at Phase-1B Stations & Tunnel Section in between Chandpole & Badi Choupar metro stations**”, (hereinafter called “the Agreement”)

**AND WHEREAS** it has been stipulated by you in the said License Agreement that the Agency shall furnish you with a Bank Guarantee from a Scheduled Commercial Bank based in India for the sum specified herein as security for compliance with his obligations in accordance with the Contract.

**AND WHEREAS** we (Insert name and address of Bank) have agreed to give the Agency such a Bank Guarantee:

**AND WHEREAS** we (Insert name and address of Bank) have agreed to give the Agency such a Bank Guarantee:

**NOW THEREFORE** we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Agency up to a total of ..... (Amount of Guarantee)  
..... (in words), such sum being payable in the types and proportion of currencies in which the License Fee and other charges are payable in the types and proportion of currencies in which the License Fee and other charges are payable and we hereby unconditionally, irrevocably and without demur undertake to immediately pay you, upon your first written demand and without cavil or argument any sum or sums within the limits of ..... (Amount of Guarantee) as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Agency before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract or of the works to be performed there under or of any of the contract documents which may be made between you and the Agency shall in any way release us from any liability under the guarantee and we hereby waive notice of any such change, addition or modification.

**This guarantee shall be valid for six months beyond the date of commencement of Mobile coverage services.** The pendency of any dispute or other proceedings shall not affect this guarantee in any manner.

SIGNATURE AND SEAL OF THE GUARANTOR

NAME OF BANK.....

.....ADDRESS.....

.....DATE.....

Notes:

- 1. The stamp papers of Rajasthan state of appropriate value shall be purchased in the name of the Agency.**
- 2. The stamp paper of Rajasthan state of the appropriate value shall be purchased in Rajasthan Jurisdiction only.**

**6.12 Form : 15 FORMAT FOR INTIMATION FOR DEPOSITION OF PAYMENTS VIA RTGS/ NEFT/ECS**

1. Name and address of Client/Lessee\_\_\_\_\_
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 rupee)
1.	Lease Rent		
2.	Interest		
3.	Penalty		
4.	GST		
5.	Any other		
Gross amount			
Less statutory deductions such as TDS, GST etc.			
Net amount deposited			
<b>Payment Details : (NEFT/ RTGS/ ECS)</b>			
Lessee'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 Lessee\_\_\_\_\_
8. GST registration No. of Lessee\_\_\_\_\_

Signature, Name and designation of authorized representative of Lessee.

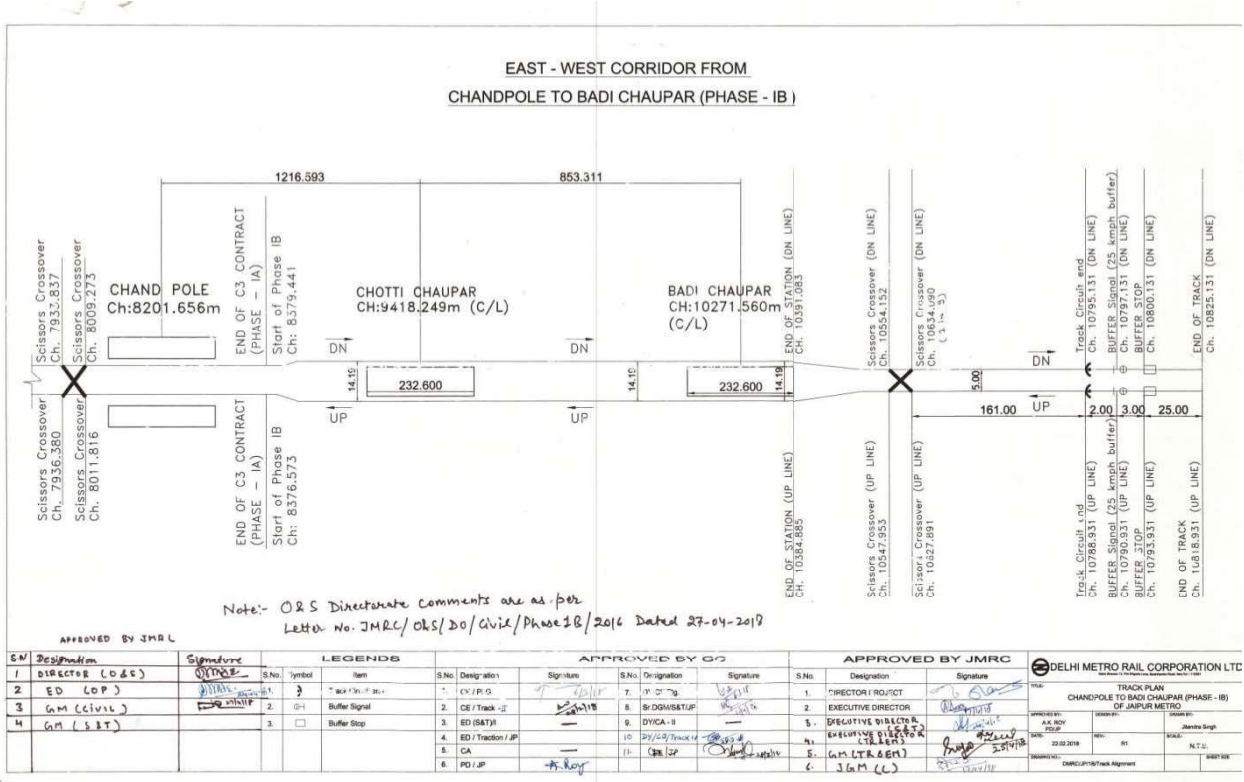
**TO BE FILLED BY JMRC**

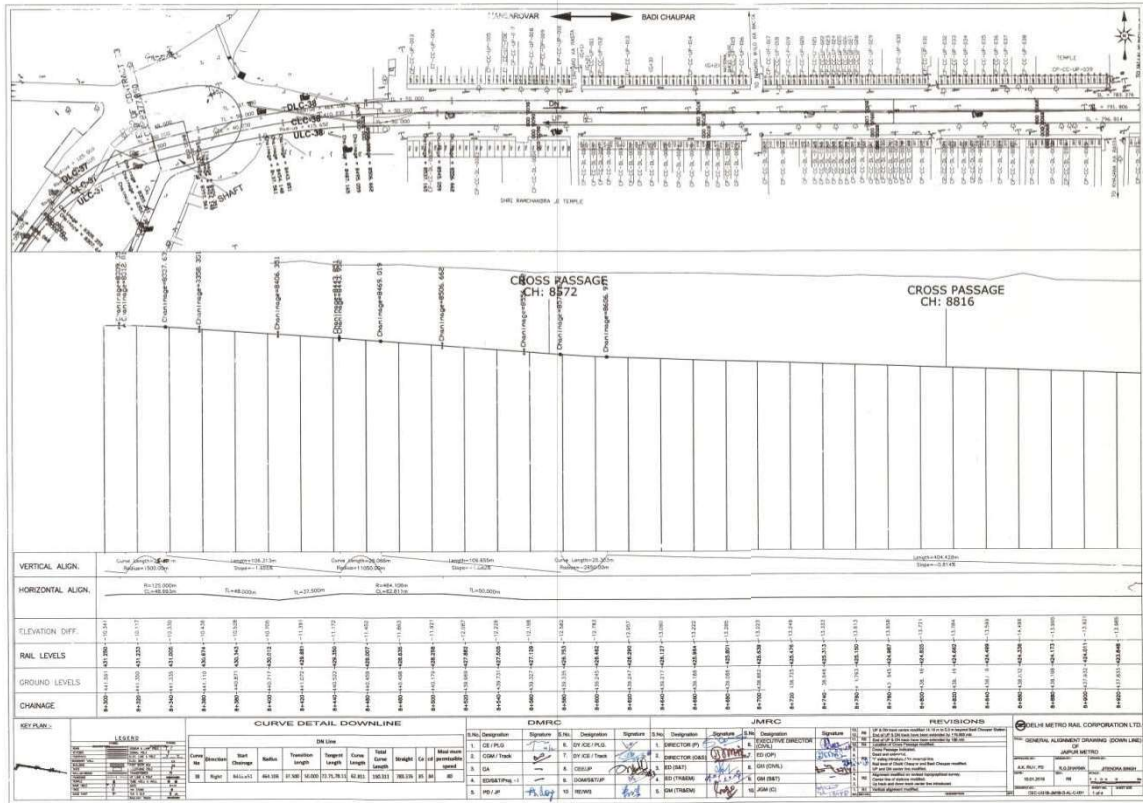
The Lessee has sent above details for Lease Rent Paid. This is for reconciliation at your end. Any discrepancy may be intimated please.

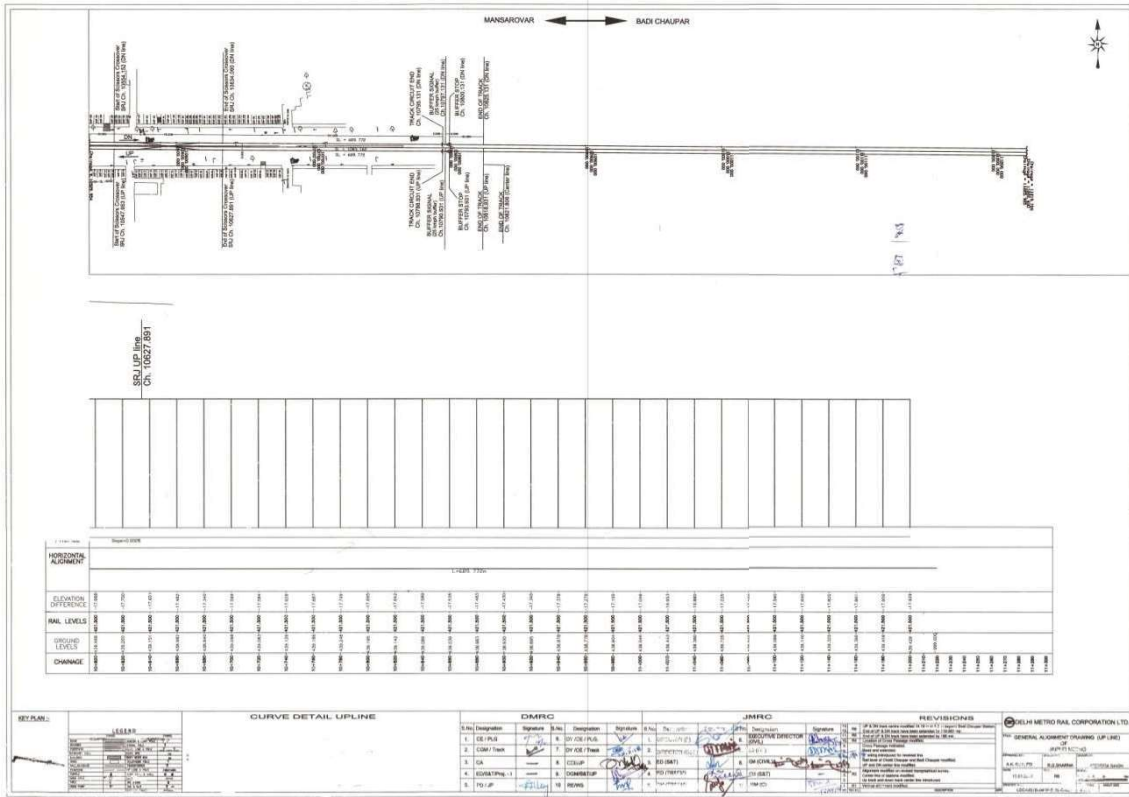
**Signature**

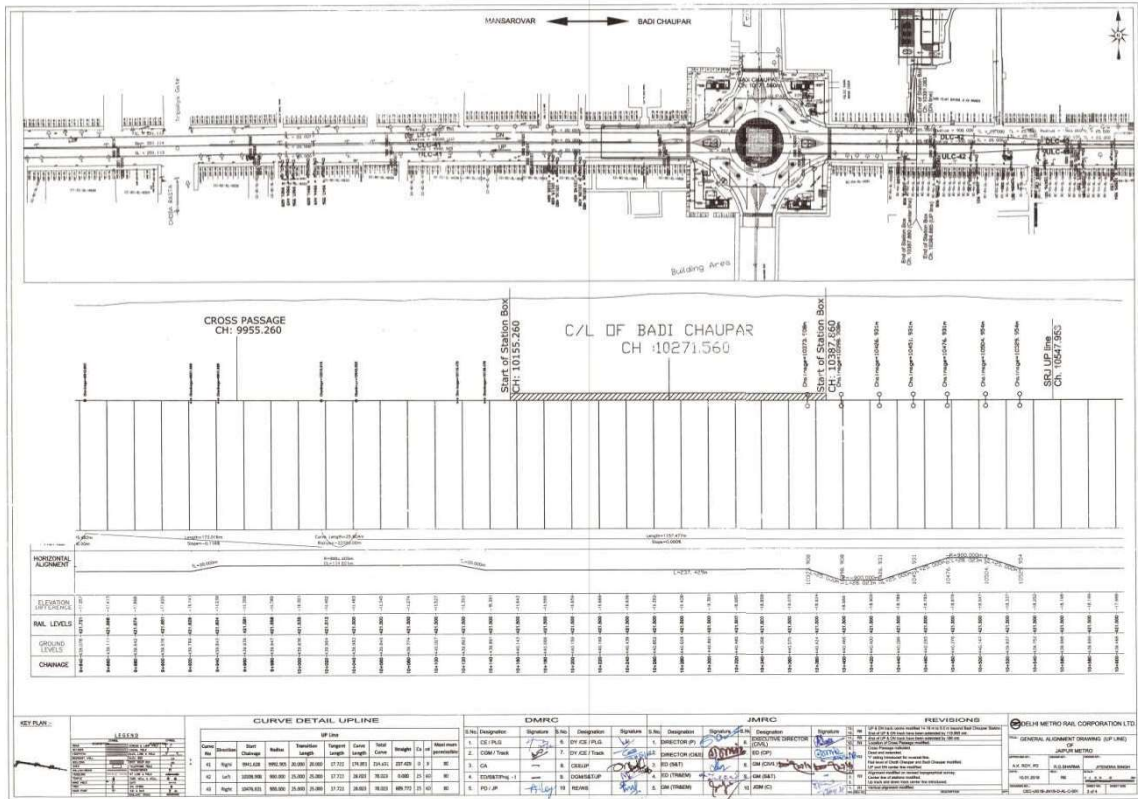
(Representative of Non-Fare Revenue Department/JMRC)

**Sr. EO (Accounts), JMRC**



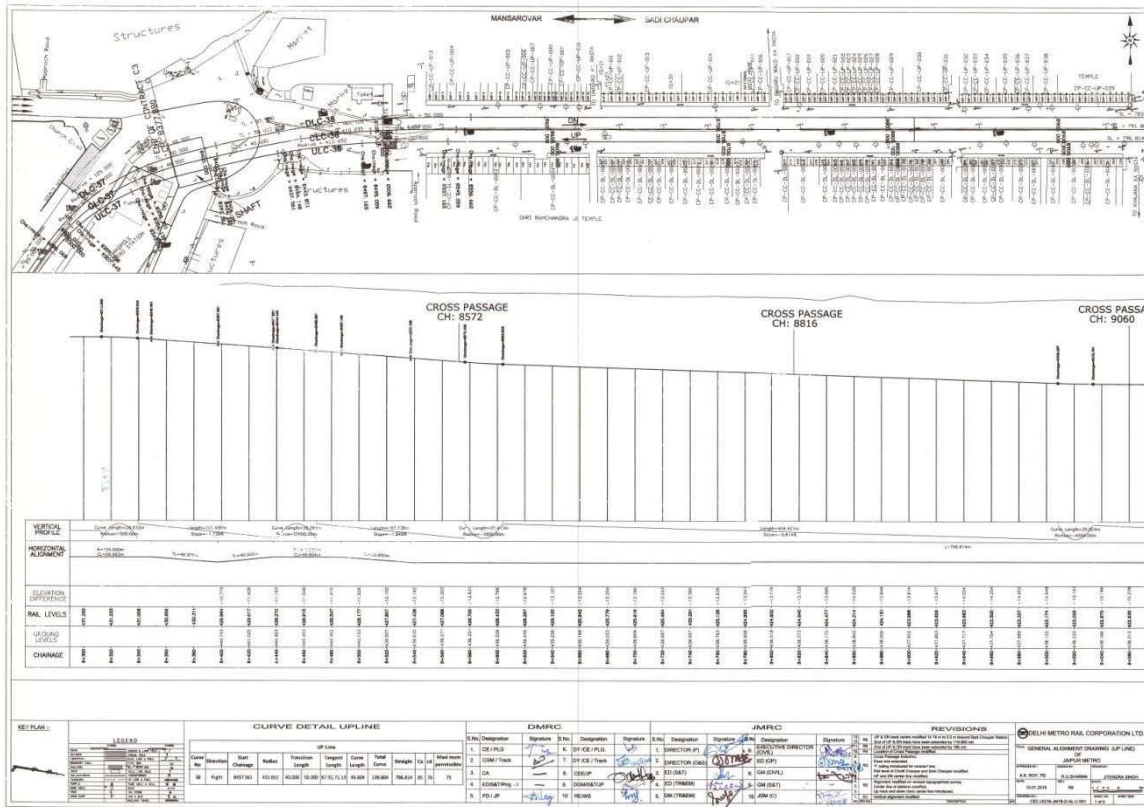


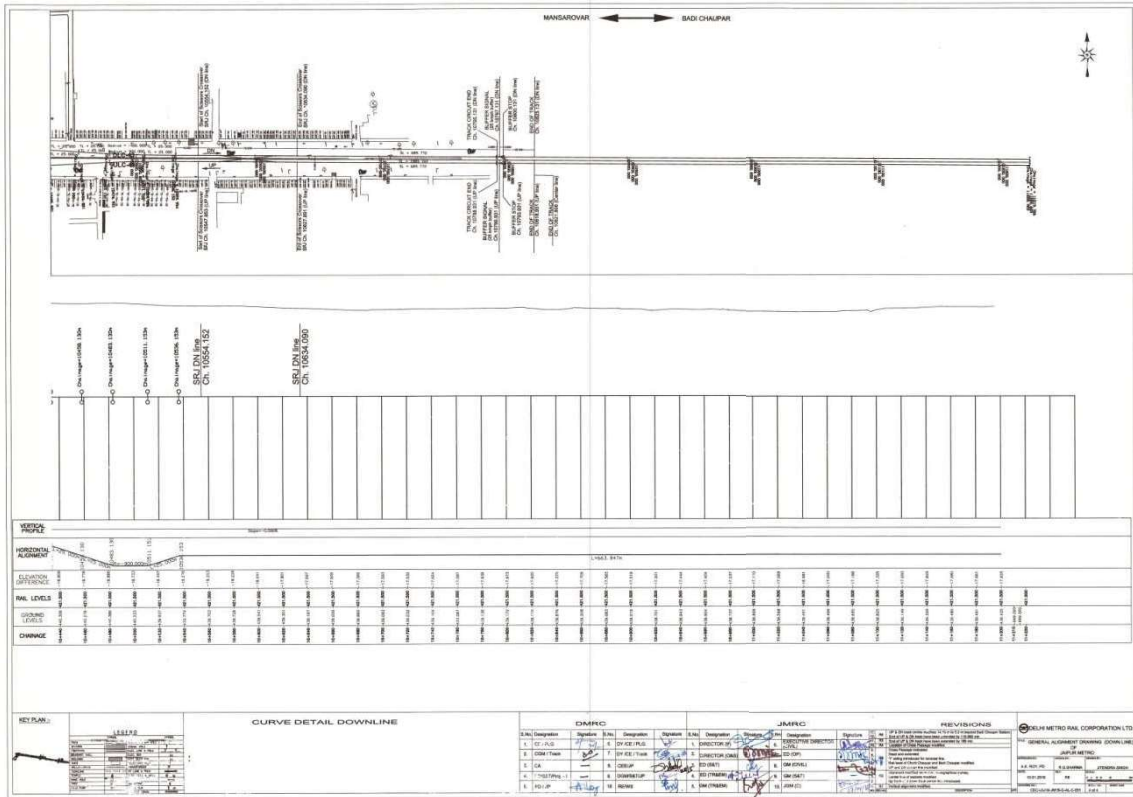


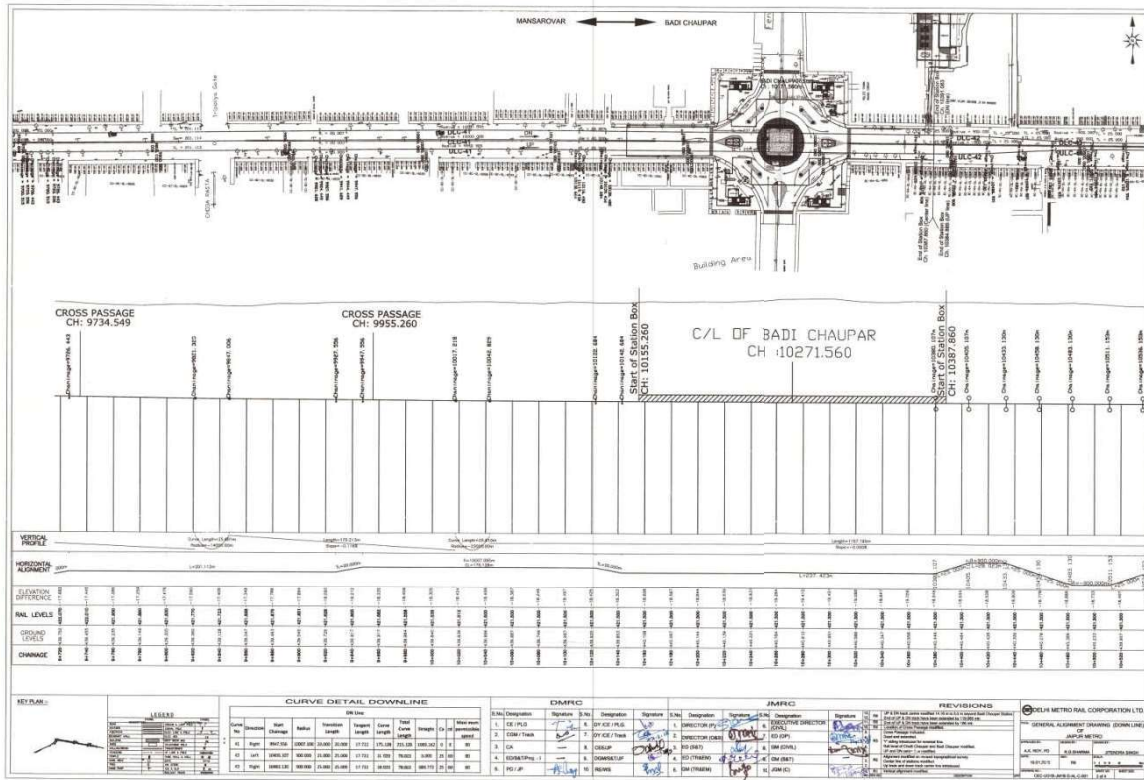


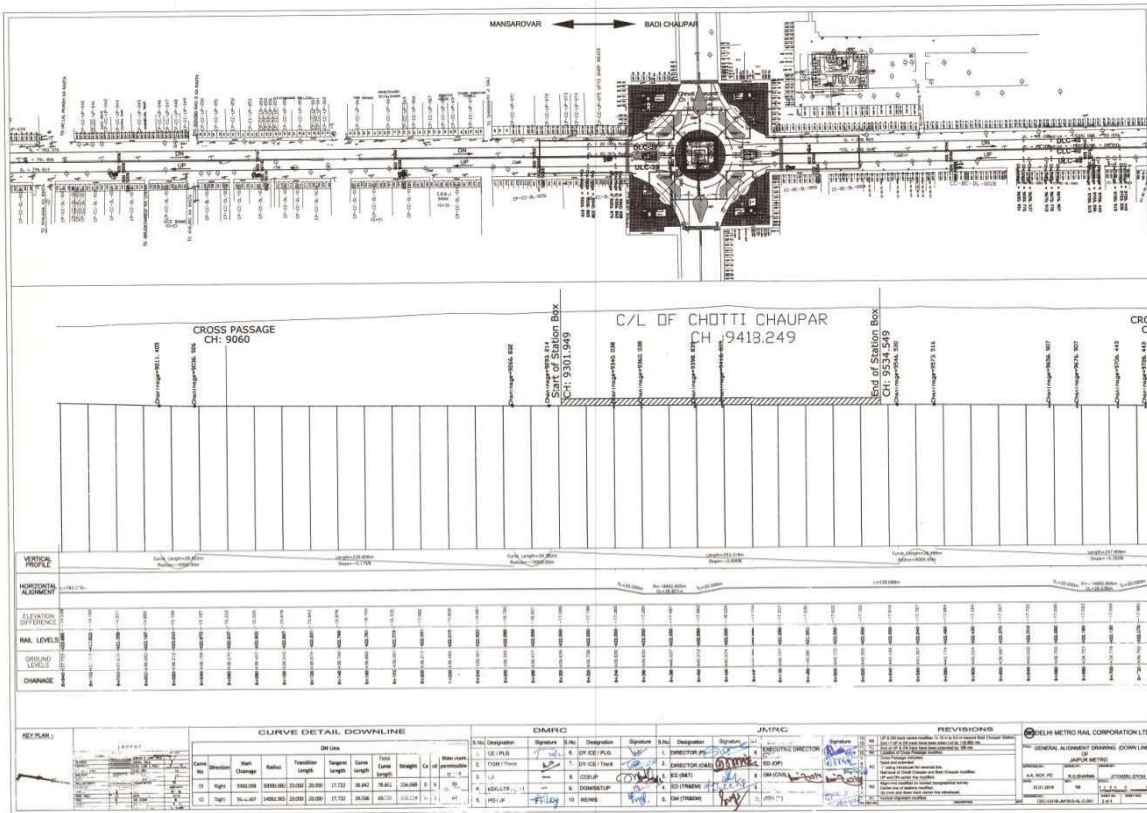












Document certified by Om Prakash  
 <bixirax830@rehezb.com>  
 Digitally Signed by OM  
 PRAKASH  
 Designation: Executive Director  
 Date :23-10-2024 05:59:13