



Jaipur Metro Rail Corporation Limited

BIDDING DOCUMENT

For

**Leasing of Commercial Space at First Floor (Retail Level) of Ram Nagar
Metro Station (Jaipur Metro)**

RFP No. (R-217)/JMRC/DC/Rev./RSRMNR/2022-23/6267 dated 16.03.2023

(UBN – JMR2223SLOB00123) E-bid Id : 2023_JMRC_324774_1)

Reply to Pre- Bid Queries

&

Addendum-1

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

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

 JAIPUR METRO	Jaipur Metro Rail Corporation Limited (A Govt. of Rajasthan Undertaking) 2 nd Floor, Admin Building, Metro Depot, Bhrlgu Path, Mansarovar, Jaipur 302020 (Rajasthan) CIN :U60221RJ2010SGC030630 E-Mailedca@jaipurmetrorail.in; Ph: 0141-2822755
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No.:- No. (R-217)/JMRC/DC/REV./RSRMNR/2022-23/...⁵⁶⁰ Dated/04/2023-
02 MAY 2023

Reply in response to Pre-bid queries

RFP NO.-(R-217)/JMRC/DC/REV./RSRMNR/2022-23/6267 dated 16.03.2023
(UBN – JMR2223SLOB00123)E-bid Id : 2023_JMRC_324774_1)

The Pre-bid meeting for the RFP No. (R-217)/JMRC/DC/Rev./RSRMNR/2022-23/6267 dated 16/03/2023 for Leasing of Commercial Space at **First Floor (Retail Level) of Ram Nagar Metro Station (Jaipur Metro)** held on 24.03.2023. In response to the queries, reply by JMRC is issued as hereunder:

S. N.	Ref. Clause of RFP	Page No.	Existing Clause as per RFP	Query/ Clarification Sought	Reply of JMRC
1	Clause No. 2.2. of RFP b) Financial Eligibility – (i)	11 of 103	Net Worth: Bidder must have minimum net worth of Rs. 1.75 Crore as on March 31, 2022. <i>In case of Consortium Bidder, all members of the Consortium can meet Net Worth and Turnover criteria jointly.</i>	फर्म की वित्तीय पात्रता की जांच के लिए turnover ही काफी होता है। टेंडर में नेटवर्थ की राशि हटाई जाये। राजस्थान सरकार के अन्य विभागों के टेंडर में POSITIVE NETWORTH का उल्लेख होता है। इसके लिए POSITIVE NETWORTH का CA CERTIFIED CERTIFICATE देना होता है।	No Change. Please follow existing RFP conditions.
2	Clause No. 31.1 of Annexure-1 of RFP	63 of 103	A total area of 750 Sqm. parking space shall be provided to the lessee, which may be given either or both sides of the station, as per availability, @ Rs. 30/Sqm./Month in the first year of lease with 6% escalation on compounding basis. This space shall strictly be used for parking purpose only.	Additional Parking Space RFP में रिजर्व पार्किंग स्पेस 750 SQM के अतिरिक्त मेट्रो के पास पार्किंग स्थान खाली उपलब्ध हो और यदि लार्डसेंसी को अतिरिक्त पार्किंग स्पेस की आवश्यकता हो तो अतिरिक्त पार्किंग स्पेस (chargeable basis) पर देने का प्रावधान होना चाहिए।	No Change. Please follow existing RFP conditions.
				Use for parking This space shall strictly be used for parking purpose only. RFP की इस लाइन में संशोधन होना चाहिए। लार्डसेंसी पार्किंग स्पेस में कुछ स्थान व्यावसायिक उपयोग में लेना चाहता है तो उसको अनुमति दी जानी चाहिए।	No Change. Please follow existing RFP conditions.

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(Signature)

S. N.	Ref. Clause of RFP	Page No.	Existing Clause as per RFP	Query/ Clarification Sought	Reply of JMRC
3	Clause No. 33.1 of Annexure-1 of RFP	64 of 103	33.1 Lessee shall be required to pay approved Lease Rent, Maintenance Charges and other applicable recurring charges + GST and other applicable taxes on quarterly basis in advance, to JMRC, latest by 25th of the preceding month of applicable quarter without waiting for formal invoice from JMRC. For example, Lease Rent of April to June quarter shall be payable latest by 25th March.	<u>Payment Terms of Lease Rent and Other Charges</u> Without waiting for formal invoice from JMRC. JMRC द्वारा औपचारिक बिल जारी होने के बाद ही लाइसेंस भुगतान करें। ऐसा प्रावधान होना चाहिए	No Change. Please follow existing RFP conditions.
4	Clause No. 34.1 of Annexure-1 of RFP	64 of 103	34.1 For carrying out furnishing, fabrication & installation works to make the Commercial Space useable for commercial/ retail purpose, Lessee shall be permitted for rent free grace period of 150 days commencing from the date of issue of Notice to Proceed (NTP). (Referred as " Rent-Free Grace Period " OR " Moratorium Period ").	<u>Rent-Free Grace Period/ Moratorium Period</u> RFP में NTP जारी होने के बाद मुफ्त अनुग्रह अवधि 150 दिवस है। चूंकि कमर्शियल स्पेस लगभग 22000 sq.ft. है। इसको विभाजन और सुसज्जित करने में 8 माह से अधिक का समय लगेगा। अतः RFP में NTP जारी होने के बाद मुफ्त अनुग्रह अवधि (Rent-Free Grace Period/Moratorium Period) 200 दिवस किया जाये।	No Change. Please follow existing RFP conditions.
5	Clause No. 37.1 & 37.4 of Annexure-1 of RFP	65 & 66 of 103	37.1 Lessee, within 30 days of signing of Agreement, shall submit Preliminary Development Plan of its proposed commercial venture at the Commercial/ Leased Space and plan for using Outdoor Advertisement Space. 37.4 JMRC shall Issue Notice to Proceed (NTP) to Lessee upon approval of Final development Plan, date of which shall, generally, not be beyond 60 days of signing of Agreement.	<u>Preliminary and Final Development Plan Period</u> प्रारंभिक विकास योजना बनाने में अत्यधिक समय लग सकता है। अतः बिंदु संख्या 37.1 में 30 दिवस की जगह 60 दिवस किया जाये। और बिंदु संख्या 37.4 में 60 दिवस की जगह 120 दिवस किया जाये।	The clause No. 37.1, 37.4, of Annexure-1 of RFP document are amended. In consequence to the changes in above clauses, clauses no. 37.5 & 38.1 of Annexure-1 of RFP document are also amended. Please refer Addendum-1

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S. N.	Ref. Clause of RFP	Page No.	Existing Clause as per RFP	Query/ Clarification Sought	Reply of JMRC
6	Clause No. 2.1.1. of RFP	11 of 103	2.1.1 JMRC invites bids from eligible bidders for leasing of commercial space of approximate 2038.00 Sqm at first floor (retail level) and licensing of outdoor space for advertisement (upto 1000 sqft) at Ram Nagar Metro Station (Jaipur Metro) as per the provisions of the RFP Document.	<p>Scope of Bid राम नगर मेट्रो स्टेशन पर OUTDOOR ADVERTISEMENT SPACE के अतिरिक्त Semi Naming / Outside Station Branding / Outside Colouring के अधिकार भी दिए जाये। मेट्रो स्टेशन के बाहरी साइड में स्टेशन ब्रांडिंग/ कलरिंग तथा सेमी नेमिंग की अनुमति दी जाये। स्टेशन ब्रांडिंग/ कलरिंग सिर्फ स्टेशन के बाहरी भाग में ही की जाएगी।</p>	No Change. Please follow existing RFP conditions.
				<p>Scope of Bid राम नगर मेट्रो स्टेशन के दोनों (entry/exit gates) प्रवेश द्वारों पर काफी स्पेस खली पड़ा है। Street level पर हमारे पास कोई विक्रय और बिक्री संवर्धन गतिविधियों के लिए स्पेस नहीं है अतः विक्रय और बिक्री संवर्धन / व्यावसायिक गतिविधियों के लिए दोनों प्रवेश द्वार के पास वाले क्षेत्र में पर अधिकतम 10x10 वर्ग फुट आकार की कैनोपी /अस्थायी संरचना के लिए जेएमआरसी द्वारा अनुमत स्थान उपलब्ध करवाया जाये।</p>	No Change. Please follow existing RFP conditions.
7	Clause No. 2.1 of Annexure -1 of RFP	53 of 103	<p>2.1 In addition to indoor area of Commercial Space, Selected Bidder/ Lessee shall be entitled to use the following outdoor spaces (upto 1,000 sqft) at Ram Nagar Metro Station for installation of outdoor advertisement of its product/ services, Commercial Space, or product/ services of any other entity for the entire duration of Lease Period:</p> <p>Station Piers: 10 Nos. (RMNR-A to RMNR-K), Station Facing: A Side and B Side, Entry/ Exit Structure: Gate-1 and Gate-2, Entry/ Exit Space: Gate-1 and Gate-2 ("Outdoor Advertisement Space")</p>	<p>Use of Outdoor Space for Advertisement राम नगर मेट्रो स्टेशन के OUTDOOR ADVERTISEMENT SPACE में पार्किंग एरिया शामिल नहीं किया है। यदि राम नगर मेट्रो स्टेशन के पार्किंग स्पेस में खाली जगह उपलब्ध हो तो लाईसेंस को OUTDOOR ADVERTISEMENT की अनुमति दी जानी चाहिए।</p>	No Change. Please follow existing RFP conditions.
8	Clause No. 11.1 of Annexure-	56 of 103	<p>11.1-3rd bullet point:</p> <ul style="list-style-type: none"> For internal partitions/ walls/ perforated panels, Lessee shall be 	<p>Furnishing of the Commercial Space</p>	No Change. Please follow existing RFP conditions.

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S. N.	Ref. Clause of RFP	Page No.	Existing Clause as per RFP	Query/ Clarification Sought	Reply of JMRC
	1 of RFP		allowed to use light medium materials only (aluminium frames/ corrugated sheets, ply board partitions, glass partition). Brick/ concrete shall be not used for creation of partitions/walls. However, in specific circumstances, Authority may allow brick/ concrete partition within the Commercial Space subject to the condition that such brick/concrete partition does not damage the structural members of the station building.	चूँकि लीज़ की अवधि 30 वर्षों की है और लम्बी अवधि होने के कारण स्थायी और ठोस विभाजन की जरूरत होगी, इसलिए कमर्शियल स्पेस के विभाजन के लिए ईट / कंक्रीट (Brick/ concrete) का इस्तेमाल करने की इजाजत दी जाये। फर्श को सुन्दर बनाने के लिए टाइल लगाने की भी अनुमति दी जाये	
9	Clause No. 1.2.4 of RFP	7 & 50 of 103	1.2.4 The total Commercial Space of approximate 2038 Sqm on the first floor (retail level) of Ram Nagar Metro Station (Jaipur Metro) shall be available for leasing. However, area for passenger movement as marked in the map (enclosed at Annexure-2) shall have to be kept open/ vacant for movement of metro passengers.	About Contract कमर्शियल स्पेस का क्षेत्र 2038 SQM है। इसमें आपने 5 पिल्लरों का स्पेस भी शामिल कर लिया है, अतः इस दिया जाने वाला वास्तविक स्पेस पर ही लाइसेंस शुल्क लिया जाये	Paragraph after Clause 1.2 of Annexure-1 (Scope of Lease/ License) to RFP Document is amended. Please refer Addendum-1
10	Clause No. 22.1 of Annexure-1 of RFP	59 of 103	22.1 Additional space for transformer, meter, chilling plant, water storage tank, Gas bank, AC outdoor units etc. outside leased space, if demanded by lessee and if found technically suitable shall be arranged to Lessee at a nominal charge of Rs. 100/- per square meter/ per month (GST extra). This rate shall also increase at the rate of 6% per annum on annual compounding basis.	Rent for Additional Space for Non- Commercial Activities गैर-व्यावसायिक गतिविधियों के लिए अतिरिक्त स्थान का किराया 100/- per sqm per month है। जो कि अत्यधिक भार है। इस स्पेस से हमें प्रत्यक्ष रूप से कोई आर्थिक लाभ नहीं होगा और ट्रांसफार्मर, मीटर, चिलिंग प्लांट, जल भंडारण टैंक, गैस बैंक, एसी बाहरी इकाइयां आदि के लिए स्टेशन की छतों का उपयोग होना है। अतः अतिरिक्त स्थान का किराया हटाया जाये।	No Change. Please follow existing RFP conditions.

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S. N.	Ref. Clause of RFP	Page No.	Existing Clause as per RFP	Query/ Clarification Sought	Reply of JMRC
11	Clause No. 10.2 & 10.5 of Annexure-1 of RFP	55 & 56 of 103	<p>10.2 Lessee, its employee, and customers/clients shall be entitled to use stairs, escalator, lift from ground floor to Commercial Space at first floor. However, use of lift, stairs and escalators shall be allowed during revenue hours of Jaipur metro. Beyond the revenue hours of Jaipur Metro, Lessee shall be allowed to access only stairs (from ground floor to first floor only).</p> <p>10.5 Loading and unloading of goods/materials/stock or non-commercial activities for the Commercial Space shall be allowed in the non-revenue hours only under intimation to station controller.</p>	<p><u>Use of JMRC Stairs, Escalator and Lift</u></p> <p>बिंदु संख्या में 10.5 वाणिज्यिक स्थान के लिए माल/सामग्री/स्टॉक या गैर-वाणिज्यिक गतिविधियों की लोडिंग और अनलोडिंग की अनुमति गैर-राजस्व घंटों में ही दी गयी है। बिंदु संख्या में 10.2 गैर-राजस्व घंटों में लिफ्ट, और एस्केलेटर उपयोग की अनुमति नहीं है। व्यावहारिक दृष्टि से यह बिना लिफ्ट और बिना एस्केलेटर के कैसे संभव है?</p> <p>अतः गैर-राजस्व घंटों में भी लिफ्ट, और एस्केलेटर उपयोग की अनुमति दी जाये।</p>	<p>No Change.</p> <p>Please follow existing RFP conditions.</p>
				<p><u>Use of JMRC Stairs, Escalator and Lift</u></p> <p>Multi-product large format retail store/ supermarket/ hypermarket के स्टॉक की लोडिंग और अनलोडिंग के लिए Commercial Lift जरूरी है। पार्किंग एरिया से प्रथम मंजिल तक 2 Commercial Lift लगाने की अनुमति दी जाये।</p>	<p>Additional Clause no. 10.6 after clause no. 10.5 of Annexure-1 of RFP document is inserted.</p> <p>Please refer Addendum-1</p>
12	Clause No. 1.2.6 of RFP	7 of 103	<p>1.2.6 Selected Bidder shall be entitled to develop, operate, maintain, manage, market, sub-let/ sub-lease /sub-license the Commercial Space and Outdoor Advertisement Space for development & operation of commercial / business venture for the entire Lease Period at its own cost and expenses in accordance with the provision of RFP document and the consequential Lease Agreement.</p>		<p>The clause no. 1.2.6 of RFP is amended.</p> <p>Please refer Addendum-1</p>

S. N.	Ref. Clause of RFP	Page No.	Existing Clause as per RFP	Query/ Clarification Sought	Reply of JMRC
13	Clause no.13 of Annexure-1 of RFP	57 of 103	13.1 Lessee shall be required to obtain separate electricity connection for the Commercial Space including Outdoor Advertisement Space from Jaipur Vidyut Vitran Nigam Limited (JVNL). JMRC shall endeavor to provide all support to Lessee for taking separate electric connection. JMRC shall issue Non-Objection Certificate (NOC), if required.	-	The clause no. 13.1 of Annexure-1 of RFP is amended. Please refer Addendum-1
14	Clause No.15 of Annexure-1 of RFP	58 of 103	15.1 Lessee shall be required to obtain separate connection for water supply from Public Health Engineering Department (PHED).	-	The clause no. 15.1 of Annexure-1 of RFP is amended. Please refer Addendum-1
15	Clause No.23.1 & 23.2 of Annexure-1 of RFP	60 of 103	23.1 JMRC's fire hydrant cubicles with all accessories installed inside the Leased Space shall be properly guarded & operated/used by the Lessee as & when required. Lessee shall ensure that sufficient area is left vacant surrounding these cubicles for their use in case of any emergency, etc. JMRC shall continue water supply connection with these fire cubicles and the lessee shall ensure that these units are not damaged during its installation activity.	--	The Clause 23.1 of RFP is amended. Please refer Addendum-1
16	Clause No.2.4.1 of Draft Lease Agreement of RFP	79 of 103	2.4.1 There will be initial lock-in period of 2 years from the date of issuance of Notice to Proceed (NTP). Vacation of Commercial Space including Outdoor Advertisement Space before expiry of initial lock-	--	The clause no. 2.4.1 of Draft Lease Agreement of RFP is amended.

S. N.	Ref. Clause of RFP	Page No.	Existing Clause as per RFP	Query/ Clarification Sought	Reply of JMRC
			in period of 2 years shall be treated as Lessee's event of default and termination proceeding shall be initiated accordingly.		Please refer Addendum-1
17	Clause No.33.7 of Annexure-1 of RFP	64 of 103	33.7 In case of payment of Lease rent and other charges electronically (NEFT/RTGS/ECS), the Lessee shall intimate to JMRC within 2 days of making such payment(s) for reconciliation purpose(s).	-	The clause no. 33.7 of Annexure-1 of RFP is amended and Schedule-B as per attached format is inserted after Schedule A in the RFP document. Please refer Addendum-1

Enclosed – Addendum-1

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Jaipur Metro Rail Corporation Limited

Bidding Document

For

**Leasing of Commercial Space at First Floor (Retail Level) of Ram Nagar
Metro Station (Jaipur Metro)**

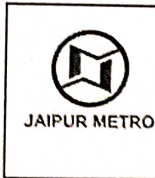
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(UBN – JMR2223SLOB00123)E-bid Id : 2023_JMRC_324774_1)

Addendum-1

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

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



Jaipur Metro Rail Corporation Limited

(A Govt. of Rajasthan Undertaking)

2nd Floor, Admin Building, Metro Depot, Bhrlgu Path, Mansarovar, Jaipur 302020 (Rajasthan)

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No.: F1(R-217)/JMRC/DC/REV./RSRMNR/2022-23/...561

dated 04/2023

ADDENDUM-1

02 MAY 2023

Leasing of Commercial Space at First Floor (Retail Level) of Ram Nagar Metro Station (Jaipur Metro)

(RFP No. (R-217)/JMRC/DC/Rev./RSRMNR/2022-23/6267 dated 16.03.2023)

(UBN - JMR2223SLOB00123)E-bid Id : 2023_JMRC_324774_1)

(SUMMARY SHEET)

S.N.	Bid Document	Clause reference	In place of	Please read as	Remarks
1	RFP	Clause no.1.2.6 of RFP	Page 7	Page 7R1	Clause amended
2	RFP	Paragraph after Clause no.1.2 of Annexure-1 of RFP	Page 50	Page 50R1	Paragraph amended
3	RFP	Clause no.10.6 of Annexure-1 of RFP	Page 56	Page 56R1	Clause inserted
4	RFP	Clause no.13.1 of Annexure-1 of RFP	Page 57	Page 57R1	Clause amended
5	RFP	Clause no. 15.1 of Annexure-1 of RFP	Page 58	Page 58R1	Clause amended
6	RFP	Clause no.23.1 of Annexure-1 of RFP	Page 60	Page 60R1	Clause amended
7	RFP	Clause no.33.7 of Annexure-1 of RFP	Page 64	Page 64R1	Clause amended
8	RFP	Clause no.37.1 of Annexure-1 of RFP	Page 65	Page 65R1	Clause amended
9	RFP	Clause no.37.4, 37.5 & 38.1 of Annexure-1 of RFP	Page 66	Page 66R1	Clause amended
10	RFP	Clause no.2.4.1 of Draft Lease Agreement of RFP	Page 79	Page 79R1	Clause amended
11	RFP	Clause no.3.1.7 of Draft Lease Agreement of RFP	Page 81	Page 81R1	Clause amended
12	RFP	After schedule A of Draft Lease Agreement of RFP	Page --	Page 102A-R1	Format of Schedule B inserted after Schedule A

Note:All further updates, if any, will be available only on procurement portal (<https://eproc.rajasthan.gov.in>, <https://sppp.rajasthan.gov.in>) of the state and/or www.jaipurmetrorail.in, therefore interested parties are advised to visit these websites regularly.

Encl.: Addendum-1 (R1 pages of RFP document total 12 pages)

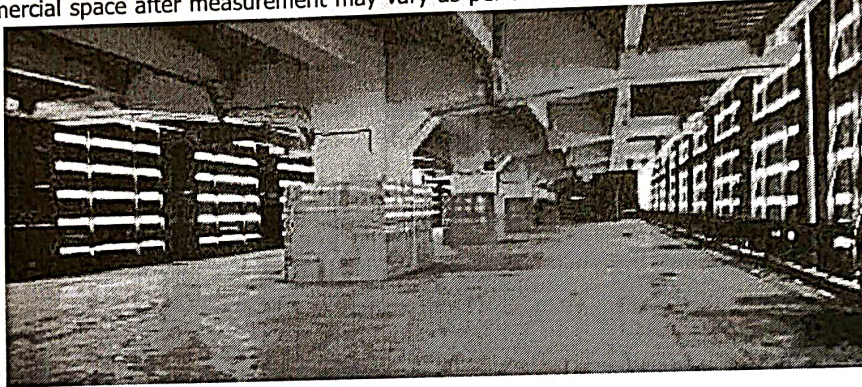
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- document and consequential Lease Agreement. Upon expiry of Lease Period of 30 years, the Lease Period may further be extended for another 5 years subject to mutually agreeable terms.
- 1.2.2. Ram Nagar Metro Station is situated in the middle of Jaipur Metro corridor of Phase-1A and located at Sodala Junction of main Jaipur-Ajmer National Highway. The station is very near to Civil Lines, New Sanganer Road, Hawa Sadak and Shyam Nagar which are prominent areas of Jaipur. The said space is built as a separate level on station (first floor) for commercial development which is accessible through lifts, escalators and staircases from both sides of the road. The said space is also accessible both sides from concourse level of Ram Nagar Metro Station through staircases and escalators. Paid parking areas are available at ground level at both Entry/Exit of this commercial space. Location of Ram Nagar Metro Station on Google map is given subsequently.
- 1.2.3. Located on the first floor of Ram Nagar Metro station with adjacent parking availability, prominent and spacious frontage, entry through lifts & escalators and a captive commuter base, the Lease Space presents unique opportunity for developers for establishing their commercial establishments and retail operations.
- 1.2.4. The total Commercial Space of approximate 2038 Sqm on the first floor (retail level) of Ram Nagar Metro Station (Jaipur Metro) shall be available for leasing. However, area for passenger movement as marked in the map (enclosed at **Annexure-2**) shall have to be kept open/vacant for movement of metro passengers.
- 1.2.5. Along with the Commercial Space, Lessee shall be granted license for use of outdoor space available at the Station (upto 1000 sqft) ("**Outdoor Advertisement Space**") for installation of outdoor advertisement of its product/ services, Commercial Space, or products/ services of any other entity for the entire duration of Lease Period. (for details about Outdoor Advertisement Space, refer sub clause B of clause 1.3 of Annexure-1 of RFP document)
- 1.2.6. Selected Bidder shall be entitled to develop, operate, maintain, manage, market, sub-let/sub-lease/sub-license the Commercial Space and Outdoor Advertisement Space for development & operation of commercial/business venture for the entire Lease Period at its own cost and expenses in accordance with the provision of RFP document and the consequential Lease Agreement. The space is being offered on "as is where is basis". Leasing of space includes the licensing of Outdoor advertisement Space at Ram Nagar Metro Station as per terms of RFP document.
- 1.2.7. Selected Bidder shall be required to pay Lease Rent, Maintenance Charges and other charges (as approved and communicated in LOA by JMRC) on quarterly basis for lease of Commercial Space for the specified Lease Period.
- 1.2.8. The statements and explanations contained in this RFP document are intended to provide a better understanding to the Bidder about the subject matter of this RFP document and should not be construed or interpreted as limiting in any way or manner the scope of lease/license and obligations of the selected Bidder as set forth in this RFP document or the Authority's rights to amend, alter, change, supplement or clarify the scope of lease/license, or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the RFP document are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Authority.
- 1.2.9. The Authority shall receive Bids pursuant to this RFP and other documents (as per requirement) issued by Authority during Bidding Process (collectively the "**RFP document**"), and all Bids shall be prepared and submitted in accordance with such terms on or before the date specified in Clause 1.4 for submission of Bids (the "**Bid Due Date**").

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spacious frontage, entry through lifts & escalators and a captive commuter base, this floor area will present unique opportunity for developers for establishing their commercial establishments and retail operations.

The whole Commercial Space admeasuring 2038 Sqm at first floor (retail level) of Ram Nagar Metro Station (Jaipur Metro) shall be available for leasing ("**Commercial Space**" OR "**Lease Space**"). However, area for passenger movement as marked in the map (enclosed) will have to be kept open/free for movement of metro passengers. Along with Commercial Space, Lessee shall be allowed to use outdoor space at Station (upto 1000 sqft) ("**Outdoor Advertisement Space**") for installation of outdoor advertisement of its product/ services, Commercial Space, or products/ services of any other entity for the entire duration of Lease Period. It may be noted that the chargeable area of the commercial space shall be excluding pillar area. The commercial space indicated above & in Annexure 2 is indicative and shall depend upon actual measurement at site before issue of Notice to Proceed (NTP). The actual size of the above commercial space after measurement may vary as per actual conditions and accordingly, the Lease Rent and other charges shall be charged as per actual space and shall be calculated on pro-rata basis.



Key Details of the Commercial Space for Leasing and Outdoor Advertisement Space for Licensing

A	
COMMERCIAL SPACE FOR LEASING	
Location	First Floor (elevated) and below the concourse level of Ram Nagar Metro Station (Jaipur Metro)
Total Space Available for Leasing	2038 Sqm
Access to the Space	Space has easy access by lift, escalator, and staircase from both sides of the road
Parking	Paid parking (owned by JMRC) is available on both sides of the road/ entry to Commercial Space
Level of Furnishing	Space has complete civil works finishing (Granite stone flooring, railing, finished roof, complete with firefighting and drainage works. Space has perforated panels on two sides.
B	
OUTDOOR ADVERTISEMENT SPACE FOR LICENSING	
Area for Licensing	Outdoor spaces (upto 1,000 sqft) at Ram Nagar Metro Station for installation of outdoor advertisement of its product/ services, Commercial Space, or product/ services of any other entity for the entire duration of Lease Period: Station Piers: 10 Nos. (RMNR-A to RMNR-K), Station Facing: A Side and B Side, Entry/ Exit Structure: Gate-1 and Gate-2, Entry/ Exit Space: Gate-1 and Gate-2 (" Outdoor Advertisement Space ")

- 10.3. Lessee shall be required to develop suitable isolation path and gate with shutter upto the stairs/ escalator at first floor leading to concourse level in consultation with JMRC/Authority so that the same can be closed/locked after operational hours to completely stop entry of any person to concourse level after the operational hours and keys are handed over to JMRC security staff. For this purpose, Lessee shall be requested to fabricate one grill gate upto the ceiling height at both the gates.
- 10.4. Stairs, lift and escalators shall be owned, operated, and maintained by JMRC/ Authority only and the Lessee shall be required to pay Monthly Maintenance Charges for the use of common areas and common facilities (lift, escalators, stairs, etc.). Lessee shall not be entitled to raise any claim to JMRC in case of delayed shutdown of lifts and escalators due to any reasons.
- 10.5. Loading and unloading of goods/materials/stock or non-commercial activities for the Commercial Space shall be allowed in the non-revenue hours only under intimation to station controller.
- 10.6. JMRC may provide permission for installation of commercial lift(s), subject to structural feasibility and availability of space in the premises at the cost of Lessee. Lessee has to take all the requisite approvals from concerned authorities and JMRC.

11. Furnishing of the Commercial Space

- 11.1. Lessee shall be required to execute all furnishing works as required for the commercial use of Commercial Space without damaging any loads bearing/ structural members and any service/ utility, etc. The furnishing works to be executed by the Lessee in the Commercial Space shall include the following but not limited to the following:
- All internal furnishing & finishing works including internal partitions/walls, plastering, painting, false ceiling, etc.
 - For internal partitions/walls/perforated panels, Lessee shall be allowed to use light medium materials only (aluminium frames/ corrugated sheets, plyboard partitions, glass partition). Brick/ concrete shall be not used for creation of partitions/walls. However, in specific circumstances, Authority may allow brick/ concrete partition within the Commercial Space subject to the condition that such brick/concrete partition does not damage the structural members of the station building.
 - Construction of toilet, pantry, storage, etc. as per requirement
 - Installation of electricity line & fittings, installation of meters, switches, air conditioner, water supply lines, plumbing lines, etc.

Lessee, while furnishing the Commercial Space, shall use high quality and non-fire hazard materials and the same shall be available for utilization by end users as commercial/ retail space as per the provisions of the RFP and consequential Lease Agreement.

12. Alteration & Modification in the Commercial Space

- 12.1. Lessee may be allowed to carry out minor alteration/ modification within the Commercial Space subject to approval from JMRC/Authority. Lessee shall ensure that said alteration/modification does not damage/ potentially damage the structural safety of the building and affect any electrical gadgets of JMRC.
- 12.2. Lessee is supposed to take prior written approval from JMRC through a written notice prior to commencement of any alteration/ modification works and if necessary JMRC reserves all right to approve/ not approve alteration/ modification plan submitted by Lessee.

13. Electricity Connection (Permanent and Temporary)

- 13.1. Lessee shall be required to obtain separate electricity connection for the Commercial Space including Outdoor Advertisement Space from Jaipur Vidyut Vitran Nigam Limited (JVNL). JMRC shall endeavor to provide all support to Lessee for taking separate electric connection. JMRC shall issue Non-Objection Certificate (NOC), if required. JMRC may provide Electric power connection required for commercial/ contractual activities subject to its technical feasibility and availability of spare capacity. Lessee may require to install additional equipment's and to do other associated electrical works as per JMRC approval at it's own cost through an electrical contractor having a valid electrical contractor license under the supervision of JMRC. Lessee has to pay the applicable charges and security deposits, as measured and decided by JMRC. Monthly billing shall be done as per applicable guidelines of JVNL. Lessee shall have to pay the bill amount within seven days of issue of bill, failing which, the electric connection shall be disconnected.
- In case of non feasibility or in case, lessee if so, desires, may take the power supply connection from JVNL meeting out all the requirement of electrical safety & fire safety. JMRC shall endeavor to provide all support and facilitate the Lessee for taking separate electrical connection. JMRC shall issue Non-Objection Certificate (NOC), if required. The applicant voluntarily and unequivocally agrees not to seek any claims, damages, compensation or any other consideration whatsoever on account of implementing the instructions issued by JMRC Fire Officer, Electrical Inspector, Security Officer or their authorised representatives from time to time.
- 13.2. JMRC shall provide space for installation of transformers & meters, if required on chargeable basis. NOC for installation of transformers & meters shall be taken from Traction and E&M Department and space may be decided by Corporate Affairs/ Civil Wing of JMRC.
- 13.3. For installation & furnishing works at the Leased Space, Lessee may require temporary electrical connection which also shall be obtained by JVNL. JMRC shall endeavor to provide all support to Lessee for taking temporary electric connection. JMRC may also provide temporary connection to Lessee for installation & furnishing works as per following guidelines and subject to technical feasibility:
- Application for temporary electric connection is to be made (addressed) to Executive Director (Traction/E&M), JMRC in the prescribed Performa, 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.
 - Temporary connections shall be released by JMRC from nearest source point with sub-metering arrangements.
 - 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 JVNL tariff applicable for the purpose to JMRC) to take care of expenditure done by JMRC for release of electric connection.
 - 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.
 - In case of extension of the temporary connection beyond 30 days, temporary connection charges shall be doubled for the extended period.
 - 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.
- 13.4. The electrical security deposit shall be adjusted/ refunded at the end of the period of temporary connection to Lessee.
- 13.5. The responsibility of payment of all utility bills including electricity bills of Lease Space and

adhering with the concerned rules/act shall rest with Lessee and JMRC shall not be responsible in any manner for lapse of payment on part of the Lessee.

14. Electrical Works at the Leased Space

- 14.1. Lessee shall ensure that all electrical works, installations, and fitting inside the Leased Space shall be carried out as per specification of electrical works of JMRC.
- 14.2. Lessee shall ensure that all electrical works including electrical wiring, power outlets, gadgets, earthing, electrical equipments & gadgets are installed, used, maintained properly for guarding against short circuits/fires.
- 14.3. Lessee shall apply for EIG clearance to the JMRC's electrical inspector with all the required details & specifications. The instructions of JMRC's electrical inspector/ authorised representations shall be complied with by the Lessee at its own cost.
- 14.4. JMRC shall provide space for provision of electrical earthing pit at suitable location on ground floor. JMRC shall also allow for extension of earthing lines/strips from earthing pits upto the required location in Leased Space. Earthing work shall be done under supervision of JMRC representative.
- 14.5. Lessee shall ensure that no electrical cable crossing shall be done in JMRC's existing electrical installations. All electrical and fire safety measures shall be ensured by Lessee.

15. Water Supply

- 15.1. ~~Lessee shall be required to obtain separate connection for water supply from Public Health Engineering Department (PHED).~~ JMRC may provide Water connection required for commercial/ contractual activities subject to its technical feasibility and availability of capacity. Lessee may require to install additional equipment's and to do other associated works as per JMRC approval at its own cost under the supervision of JMRC. Lessee has to pay the applicable charges and security deposits, as measured and decided by JMRC. Monthly billing shall be done as per applicable guidelines of PHED. Lessee shall have to pay the bill amount within seven days of issue of bill, failing which, the water connection shall be disconnected. In case of non feasibility or in case, lessee if so, desires, may take the water supply connection from PHED. JMRC shall endeavour to provide all support and facilitate to Lessee for taking separate water connection.
- 15.2. JMRC shall allow laying of pipeline from PHED pipeline to water storage tank and from water storage tank to the overhead water tanks inside the Leased Space.
- 15.3. The responsibility of payment of all utility bills including water supply bills of Lease Space and adhering with the concerned rules/act shall rest with Lessee and JMRC shall not be responsible in any manner for lapse of payment on part of the Lessee.

16. Provision for Water Storage Tank

- 16.1. JMRC shall provide suitable space at ground floor (on chargeable basis) for construction of underground water storage tank, if demanded by Lessee.
- 16.2. Space for overhead water storage tank shall be provided on station building roof on chargeable basis, subject to technical feasibility and suitability.

17. Sewerage Connection

- 17.1. JMRC has connected its drainage & sewerage line with Nagar Nigam Jaipur sewerage line.
- 17.2. Lessee shall connect drainage & sewerage line of its Leased Space into Jaipur Nagar Nigam sewerage line as per their procedures and conditions. Subject to technical feasibility, JMRC may allow connection of Leased Space's drainage & sewerage line into the JMRC' main line.

18. Telecom Lines

- 18.1. Lessee will be allowed to in-let optical fibre/ telephone cable etc., inside the Leased Space for telecom connectivity as per technical feasibility. No tower / pole shall be allowed in this

advertisement & signboards except related to caution & safety, in the Additional space provided for the above-mentioned activities.

23. Fire Safety Installations

23.1. ~~JMRC's fire hydrant cubicles with all accessories installed inside the Leased Space shall be properly guarded & operated/used by the Lessee as & when required. Lessee shall ensure that sufficient area is left vacant surrounding these cubicles for their use in case of any emergency, etc. JMRC shall continue water supply connection with these fire cubicles and the lessee shall ensure that these units are not damaged during its installation activity. Lessee shall install the required fire fighting and fire detection system as per applicable standards & norms along with all accessories inside the leased space and shall be responsible for custody, operation and maintenance of the same. JMRC shall provide water supply for fire fighting system. The fire fighting and fire detection system thus installed shall be integrated with existing system of JMRC for which JMRC shall facilitate, however fitting component, subcomponent required, if any, shall be provided by the Lessee for integration. Any required modification/ changes/ installation will be done under JMRC supervision, by Lessee at it's own cost.~~

Lessee should be responsible for attending fire hazards/ alarms/failure related to fire fighting system and electrical system in the leased area round the clock.

- 23.2. Lessee shall be responsible for equipping the Lease Space with fire extinguishers, sprinklers, fire exit signages, public address system, hooters, smoke detectors, heat detectors, temperature detectors, fire escape route with proper display, etc. as per applicable municipal norms. Lessee shall connect water supply to fire sprinklers from centralized water supply of JMRC for fire installations.
- 23.3. Lessee shall be required to obtain Fire NOC from Chief Fire Officer, Jaipur Nagar Nigam and submit to JMRC in accordance with the provisions of the RFP document before starting commercial operations at the Commercial Space.
- 23.4. Lessee shall be solely responsible for any electrical or fire incidence and consequent repercussions to JMRC property and personnel.

24. Advertisement Rights/ Display boards/ Signages inside Lease Space

- 24.1. Lessee shall be allowed to put advertisement/ display boards inside the Lease Space including on the external walls of interior partition and walls of passenger movement area at first floor (as demarcated on map) which are visible to passengers and/or customers without affecting passenger movement in the passenger movement area.
- 24.2. At both the entry/exit to Commercial Space at first floor, Lessee shall be allowed to put one signage of suitable size (not more than 3 feet x 15 feet) displaying the name of Lessee or name of commercial venture, etc. for the Lease Space.

25. General Condition for using Outdoor Advertisement Space

- 25.1. JMRC shall not unreasonably interfere with the signage/ advertisement plan inside the Leased Space and Outdoor Advertisement Space. However, JMRC reserves the right to refuse or to suggest an alteration to the advertisement placed inside the Leased Space due to aesthetic, safety & security reasons.
- 25.2. Placement of signage/ advertisement at any non-approved locations shall attract a penalty of Rs. 5000/- per signage/ advertisement on the first occasion and Rs.50,000/- per signage/ advertisement on the second occasion. In case of persistence default, JMRC reserve the right to terminate the agreement with forfeiture of the security deposits and advance lease rent paid in its favour.
- 25.3. Lessee shall follow the law of the land regarding advertising and display of signage boards and shall strictly comply with provisions regarding, including but not limited to, national emblem and symbols, flag code, decent representation of women, public morality, communal harmony etc.

33. Payment Terms of Lease Rent and Other Charges

- 33.1. Lessee shall be required to pay approved Lease Rent, Maintenance Charges and other applicable recurring charges + GST and other applicable taxes on quarterly basis in advance, to JMRC, latest by 25th of the preceding month of applicable quarter without waiting for formal invoice from JMRC. For example, Lease Rent of April to June quarter shall be payable latest by 25th March.
- 33.2. For quarterly payments, Lessee shall follow standards calendar quarters only i.e. April – June, July – Sept, Oct – Dec and Jan – March. Lease Rent, Maintenance Charges and other applicable recurring charges (if any) to be paid for first or second quarters shall be adjusted/calculated on pro-rata basis in a manner that next billing can be done on standard calendar quarterly basis.
- 33.3. In case of delay in payment of Lease Rental, Maintenance Charges and other applicable recurring charges, Lessee shall be required to pay interest @ 0.5% per month (be calculated on the outstanding amount) for delay upto 15 days and @ 1% per month for entire period in case of delay of more than 15 days.
- 33.4. In case payment is not made even after 30 days of due date then Lessee shall be issued a notice to clear all outstanding with applicable interest within 15 days of issue of such notice. In the event of failure to clear all the dues with interest within the given 15 days, Lessee shall not be allowed to undertake any commercial activity till the time deposit of all pending dues. In case Lessee's failure to clear all dues persist for more than 60 days of due date, then Authority shall be entitled to issue termination notice to Lessee.
- 33.5. Any representation or any request by the Lessee shall only be entertained if the Lessee deposits 100% dues as per issue/ demand with applicable interest.
- 33.6. In no case payments shall be allowed to remain outstanding for a maximum period of three months. If at any stage, the dues remain outstanding for the period of more than three months, the Lease Agreement may be terminated with a notice effective with immediate effect and forfeiture of Performance Security without prejudice other rights and actions as provided in the Lease Agreement.
- 33.7. In case of payment of Lease rent and other charges electronically (NEFT/RTGS/ECS), the Lessee shall intimate to JMRC in the format prescribed at Schedule - B within 2 days of making such payment(s) for reconciliation purpose(s).
- 33.8. The responsibility of payment of all utility bills including electricity supply, water supply bills and any other supply bills of Lease Space to the respective authority and adhering with the concerned rules/act shall rest with Lessee. JMRC shall not be responsible in any manner for lapses of payment on part of the Lessee.

34. Rent-Free Grace Period/Moratorium Period

- 34.1. For carrying out furnishing, fabrication & installation works to make the Commercial Space useable for commercial/retail purpose, Lessee shall be permitted for rent free grace period of 150 days commencing from the date of issue of Notice to Proceed (NTP). (referred as "**Rent-Free Grace Period**" OR "**Moratorium Period**").
- 34.2. Applicability of Lease Rent, Maintenance Charges and other recurring charges (if any) shall be after completion of Rent-Free Grace Period/ Moratorium Period only subject to payment of first quarterly Installment of Lease Rental, Maintenance Charges and other recurring expenses

(if any) by Lessee to JMRC before signing of Lease Agreement for 1st quarter after completion of Rent-Free Grace Period.

- 34.3. There shall be no relaxation in chargeability of Lease Rent, Maintenance Charges and other recurring expenses (if any) after expiry of Rent-Free Grace Period/ Moratorium Period, even if more time is required by Lessee to complete the furnishing, fabrication and installation works.
- 34.4. In case Lessee completes all furnishing, fabrication and installation works and commences commercial operations even before expiry of Rent-Free Grace Period/ Moratorium Period, then also chargeability of Lease Rent, Maintenance Charges and other recurring expenses shall be after expiry of Rent-Free Grace Period only.

35. Payment of First Quarterly Installment of Lease Rent

- 35.1. Lessee, within 25 days of issuance of LOA and before signing of Lease Agreement, shall deposit first quarterly Installment of Lease Rent i.e. amount equivalent to 3 months approved Lease Rent, Maintenance Charges, other recurring charges (if any) to JMRC for first quarter, period of which shall start after completion of Rent-Free Grace Period/Moratorium Period of 150 days.
- 35.2. For example, if Notice to Proceed (NTP) is issued on April 01, then April 01 to August 28 will be Rent Free Grace Period for which no Lease Rent shall be applicable and the First Quarterly Installment of Lease Rent paid before signing of Lease Agreement shall be for the period of August 29 to November 28.


36. Payment of Success Fee

- 36.1. Selected Bidder, within 25 days of issuance of LOA and before signing of Lease Agreement, shall make payment of Success Fee + applicable GST to M/s PDCOR Limited (transaction advisor to JMRC for this Contract). Success Fee shall be 1% of Net Present Value (NPV) of minimum assured Lease Rent to be paid by Lessee to JMRC for the entire Lease Period of 30 Years (after factoring 6% annual escalation in Lease Rent upto 30 Years only). The discounting rate for calculating NPV shall be @ 15% for initial Lease Period of 30 Years and the extendable period shall be ignored.

37. Preliminary and Final Development Plan

- 37.1. Lessee, within 3045 days of signing of Agreement, shall submit Preliminary Development Plan of its proposed commercial venture at the Commercial/Leased Space and plan for using Outdoor Advertisement Space.
- 37.2. In the Preliminary Development Plan, the Lessee shall inter-alia, submit details as to development of Leased Space, their sizes and type of activity planned out there along with necessary and relevant details like drawing, maps & 3D view, photographs, electrical plan & fitting works, sewerage plan, water supply plan, plumbing plan, fire system plan, earthing plan, plan, drawings & details of internal partitions, plastering, false ceiling, toilet, pantry, etc. Lessee is expected to use innovative methods of development of Leased Space for commercial use.
- 37.3. Preliminary Development Plan shall be discussed first internally within JMRC and then with the Lessee. JMRC shall not unnecessarily interfere in the Preliminary Development Plan of the Lessee. JMRC shall have the right to approve the Lessee's Preliminary Development Plan with such changes, as it may find necessary from aesthetics & passenger safety point of view,

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after discussions with the Lessee and compliance of all such changes and modifications in the Preliminary Development Plan as suggested by JMRC shall be mandatory for the Lessee. Lessee shall submit Final Development Plan with all the details, maps & 3D views, to JMRC within 15 days from JMRC's communication requiring modifications.

- 37.4. JMRC shall issue Notice to Proceed (NTP) to Lessee upon approval of Final development Plan, date of which shall, generally, not be beyond 6075 days of signing of Agreement.
- 37.5. In case the Lessee delays submission of Preliminary Development Plan or Final Development Plan within stipulated time for the reason attributable to the Lessee, the rent-free grace period will be reduced by the period of delay in submission of the Plan. In case Lessee fails to submit and/or obtain the approval of Preliminary/Final Development Plan from JMRC uptill 6075th day of signing of Lease Agreement for the reasons attributable to Lessee, JMRC shall issue Notice to Proceed (NTP) to Lessee on 6176st day of signing of Lease Agreement. Issuance of NTP shall not be construed as waiver of submission/ approval of Preliminary and Final Development Plan. Lessee shall not be allowed to undertake any furnishing, finishing and installation works at the Commercial Space without approval of the Development Plan.

38. Outdoor Advertisement Plan

- 38.1. Lessee, within 3045 days of signing of Lease Agreement, shall submit its Outdoor Advertisement Plan along with Preliminary Development Plan for the spaces identified for placement of advertisement. Outdoor Advertisement Plan shall include the type of media and its format, location of outdoor advertisement spaces, material specifications etc. with compliance to existing guidelines or any other applicable policy, statutes, codes, applicable laws. However, Lessee shall be solely responsible for the compliance of applicable laws. All the advertising sites /panels/media proposed by the Lessee in the Plan shall be subject to the approval by JMRC with regard to:
- Operational feasibility
 - Aesthetics
 - Safety & security concerns, and
 - Road safety
- 38.2. In the Outdoor Advertisement Plan, the Lessee shall inter-alia, submit a list of proposed outdoor advertisement spaces, their locations & sizes and type of advertisement media, specifications, and material specifications etc. in specified format (to be provided by JMRC) for approval of JMRC.
- 38.3. In case JMRC requires additional information/seek modifications in the Plan, Lessee shall submit revised Advertisement Plan with 7 days from JMRC's communication requiring modifications.
- Lessee shall not install/ place any advertisement on the above-mentioned designated spaces without approval of Advertisement Plan.

39. Clearances and Approvals of Competent Authorities

- 39.1. Lessee shall obtain all necessary applicable clearances/ approvals from concerned agencies/ competent authorities, at its own cost & expenses and submit their attested copies to JMRC for record, before operation of the Lease Space. Such clearances/ approvals may include but not limited to the fire safety, electrical safety, food safety, trade license, health & sanitation

condition (except normal wear and tear) as provided by JMRC at the time of award of Contract after removing all moveable items, furniture, fixtures, panels, equipments, etc. In case of failure of handing over the Commercial Space and Outdoor Advertisement in its original condition within the stipulated time mentioned above, JMRC reserves the right to seek exemplary damages and compensation from Lessee for removing Lessee's fixtures and other items in Leased Space. JMRC may also confiscate Lessee's assets at Leased Space or sale of such assets/ items to recover damages/ penalty in case Lessee does not remove such items within the stipulated time.

2.3. Sub-Leasing/ Sub-Licensing

2.3.1. Lessee shall have the right to use the Lease Space for its business/ commercial venture and Outdoor Advertisement Space as specified in Clause 4.3.2 or can sub-lease/ license full or part of the Commercial Space including Outdoor Advertisement Space to another end user ("**Sub-Lessee/ Sub-Licensee**"). However, Sub-Lessee/Sub-Licensee shall not be allowed to further sublet/sub lease/ sub license any part of Commercial Space including Outdoor Advertisement Space.

2.3.2. Duration of any sub-leasing/ sub licensing of Commercial Space including Outdoor Advertisement Space shall not be more than Lease Period. Sub-leasing/ sub-licensing of any part of Commercial Space and Outdoor Advertisement Space shall be terminated simultaneously with the termination of Lease Agreement.

2.3.3. For JMRC/ Authority, only Lessee shall be the only point of contact/ party to the Lease Agreement for all the matters relating to leasing of the Commercial Space including Outdoor Advertisement Space. However, sub-lessee/ sub-licensee shall be required adhere with all terms of the consequential Lease Agreement to be signed between Authority and the Lessee.

2.3.4. Within 30 days of sub-leasing of any part of Commercial Space, Lessee shall be required to inform the Authority about sub-leasing in the specified format (to be provided by JMRC).

2.4. Lock-in Period

2.4.1. There will be initial lock-in period of 2 years from the date 15th day of issuance of Notice to Proceed (NTP). Vacation of Commercial Space including Outdoor Advertisement Space before expiry of initial lock-in period of 2 years shall be treated as Lessee's event of default and termination proceeding shall be initiated accordingly.

2.4.2. In case Lessee intends to vacate the Lease Space immediately on completion of lock-in period of 2 years, then it shall give a notice of termination of at least 180 days before expiry of initial lock-in Period and deposit all due/ pending payment to JMRC along with notice of termination.

2.4.3. After 2 years of lock-in period, Lessee shall have option to exit from Lease Agreement after giving of notice of at least 180 days and payment of all due to JMRC.

3. CONSIDERATION TO JMRC

3.1. Consideration

3.1.1. In consideration of the rights, privileges and interests granted by JMRC to the Lessee in terms of this Agreement, the Lessee shall pay the following amounts to JMRC in addition

3.1.7. In case of payment of Lease rent and other charges electronically (NEFT/RTGS/ECS), the Lessee shall intimate to JMRC in the format prescribed at Schedule - B within 2 days of making such payment(s) for reconciliation purpose(s).

3.1.8. The responsibility of payment of all utility bills including electricity supply, water supply bills and any other supply bills of Lease Space to the respective authority and adhering with the concerned rules/act shall rest with Lessee. JMRC shall not be responsible in any manner for lapses of payment on part of the Lessee.

3.2. Rent Free Grace Period/ Moratorium Period

3.2.1. For carrying out furnishing, fabrication & installation works to make the Commercial Space useable for commercial/retail purpose, Lessee shall be permitted for rent free grace period of 150 days commencing from the date of issue of Notice to Proceed (NTP). (referred as "Rent-Free Grace Period" OR "Moratorium Period").

3.2.2. Applicability of Lease Rent, Maintenance Charges and other recurring charges (if any) shall be after completion of Rent-Free Grace Period/ Moratorium Period only subject to payment of first quarterly instalment of Lease Rent, Maintenance Charges and other recurring expenses (if any) by Lessee to JMRC before signing of Lease Agreement for 1st quarter after completion of Rent Free Grace Period.

3.2.3. There shall be no relaxation in chargeability of Lease Rent, Maintenance Charges and other recurring expenses (if any) after expiry of Rent Free Grace Period/ Moratorium Period, even if more time is required by Lessee to complete the furnishing, fabrication and installation works.

3.2.4. In case Lessee completes all furnishing, fabrication and installation works and commences commercial operations even before expiry of Rent Free Grace Period/ Moratorium Period, then also chargeability of Lease Rent, Maintenance Charges and other recurring expenses shall be after expiry of Rent Free Grace Period only.

3.3. Payment of First Quarterly Installment of Lease Rent, Maintenance Charges and Other Applicable Recurring Charges

3.3.1. Lessee, within 25 days of issue of LOA and before signing of Lease Agreement, shall deposit first quarterly instalment of Lease Rent i.e. amount equivalent to 3 months approved Lease Rent, Maintenance Charges and other recurring charges (if any) to JMRC for first quarter, period of which shall start after completion of Rent-Free Grace Period/ Moratorium Period of 150 days.

3.3.2. For example, if Notice to Proceed (NTP) is issued on April 01, then April 01 to August 28 will be Rent Free Grace Period for which no Lease Rent shall be applicable and the First Quarterly Instalment of Lease Rent paid before signing of Lease Agreement shall be for the period of August 29 to November 28.

4. LEASE SPACE DEVELOPMENT AND OPERATIONS

4.1. Entry to the Commercial/ Lease Space for Work

4.1.1. JMRC shall allow the Lessee access to the Commercial/ Lease Space for undertaking the Contract immediately from the date of execution of the Lease Agreement. In case such access to the Lessee gets delayed for Force Majeure or for reasons solely attributable to

Schedule-B: 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.	License Fee		
2.	Interest		
3.	Penalty		
4.	GST		
5.	Any other		
Gross amount			
Less statutory deductions, if any			
Net amount deposited			
Payment Details : (NEFT/ RTGS/ ECS)			
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 License Fee Paid. This is for reconciliation at your end. Any discrepancy may be intimated please.

Signature
(Representative of Non-Fare Revenue Department/JMRC)

Sr. EO (Accounts), JMRC

(END OF ADDENDUM-1)

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