

Price Rs. 500

JAIPUR METRO RAIL CORPORATION LTD.

RFP No. F.1(36)/JMRC/DCA/Revenue/Advertisement/2015-16/8

Dated: 25.01.2016

**RFP FOR LICENSING OF SHORT DURATION LIMITED ADVERTISEMENT
RIGHTS FOR STANDEES AT JAIPUR METRO STATIONS**

BID DOCUMENT



JAIPUR METRO

Jaipur Metro Rail Corporation Ltd.
2nd Floor, RSIC Building, Udyog Bhawan Premises,
Tilak Marg, C- Scheme, Jaipur (Rajasthan)- 302005
Website: www.jaipurmetrorail.in
Email: edca.jmrc@gmail.com
CIN: U60221RJ2010SGC030630

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DISCLAIMER

This RFP is not an agreement or an offer by the Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Bids pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Work. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

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

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

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

1. NOTICE INVITING BIDS

1.1 INTRODUCTION

- i. Jaipur Metro Rail Corporation Limited (JMRC) has started its commercial operations of its first line from Mansarovar to Chandpole (Phase 1A) from 3rd June, 2015, with the mission of providing a safe, green, comfortable and fast mass rapid urban transit system to the capital city of Rajasthan. Phase 1A is an elevated section, 9.7 kms. in length, with eight elevated and one underground station, at approximately one km intervals. Phase 1B, a 2.4 Km stretch from Chandpole to Bari Chopar (underground), is under construction at present.
- ii. It is part of JMRC's corporate vision to develop metro stations as transit hubs for commuters which can meet many of their regular needs, through leasing out station retail space to different sectors. Development of stations as transit hubs will lead to proliferation of commercial activities such as retail, food and braveries, etc., which will lead to increased footfalls at these areas.
- iii. JMRC is planning various activities on its corridor including Retail leasing, advertisement, etc., for exploring various sources of non-fare revenue.
- iv. As part of this, Jaipur Metro Rail Corporation (JMRC) invites Bids from reputed, established and financially sound Agencies for **grant of License for short duration limited Advertisement Rights to design, procure/ manufacture, install, manage, operate, market and sell advertising spaces of standees at nine of its Metro Stations of Phase 1A** through an open competitive bidding process, **for a period of 6 months (extendable upto one year in the span of two month each)**, in accordance with terms and conditions set forth in this RFP document.

1.2 SCHEDULE TO THE INVITATION OF RFP:

S. No.	Item	Particulars
i.	Name of Contract	Licensing of Short duration Advertisement rights for standees at Stations
ii.	Cost of Bid Document (Non - Refundable)	Rs. 500 (Rupees Five hundred Only)
iii.	Estimated average number of standees	150
iv.	Minimum guaranteed number of standees	100
v.	Earnest Money Deposit (EMD) / Bid Security	Rs 27000 (Rupees Twenty Seven Thousand Only)
vi.	Date of Issue of RFP	25.01.2016
vii.	RFP Download Start Date / Time	25.01.2016
viii.	Websites for downloading tender Document and subsequent clarification / modification, if any	www.jaipurmetrorail.in www.sppp.rajasthan.gov.in

S. No.	Item	Particulars
ix.	Date of Commencement of Sale of Bid Document at JMRC office	25.01.2016
x.	Pre-bid Meeting*	02.02.2016 at 1100 Hrs at JMRC, 2 nd Floor, RSIC Building, Udyog Bhawan Premises, Tilak Marg, C- Scheme, Jaipur (Rajasthan)- 302005.
xi.	Last Date and Time for Submission of Queries / seeking clarification*	17:00 hrs of 03.02.2016
xii.	Last date of issue of clarification/ amendment/corrigendum if any by JMRC *	04.02.2016
xiii.	Last time & date for Depositing Bid	15:00 hrs. of 15.02.2016
xiv.	Time & date for opening of Technical Bid**	11.30 hrs. on Dt. 16.02.2016 (JMRC, 2 nd Floor, RSIC Building, Udyog Bhawan Premises, Tilak Marg, C- Scheme, Jaipur (Rajasthan) - 302005).
xv.	Time & date for opening of Financial Bid of Technically qualified bidders**	Will be intimated later to the Technically qualified bidders through e-mail / phone
xvi.	Minimum Validity of Bid	90 Days from the last date of bid submission
xvii.	Duration of License Agreement(s) pursuant to this RFP	For a period of 6 months from the date of commencement of the service (extendable upto one year in the span of two month each, as mutually agreed upon).

Note:

- i. The Technical Bid will be opened on the specified date & time in presence of Bidders or their authorized representative who chooses to attend. In the event of the date specified for bid receipt and opening being declared as a government holiday the due date for opening of bids will be the next working day at the same time and place or on any other day/time, as intimated by the Jaipur Metro Rail Corporation Limited (JMRC).
- ii. *The date of Pre-bid Conference and Query Submission / reply are tentative and may be changed at the discretion of JMRC. However, all these dates would be at a reasonable time before the last date for deposit of the Bid. In case of change of schedule of these events, the changed schedule would be indicated on the above mentioned websites.
- iii. Corrigendum, Addendums and subsequent clarifications on bid terms, if any, can be downloaded 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.

1.3 ELIGIBILITY CRITERIA OF BIDDERS:

S. No.	Eligibility Criteria	Documents required to substantiate the same
i.	<p>The Bidder should be:</p> <p>a. A proprietorship firm, or</p> <p>b. A partnership registered under the Indian Partnership Act, 1882 or the Limited Liability Partnership Act, or</p> <p>c. A company incorporated under the Companies Act, 1956</p> <p>and</p> <p>should be in existence since last three financial years excluding the current financial year, i.e., should be registered on or before 31.03.12.</p>	<p>a. Registration certification of the proprietorship firm / Partnership deed / Certificate of incorporation etc.</p> <p>b. Articles of Association & Memorandum of Association (If applicable)</p> <p>c. Income Tax Registration (PAN)</p> <p>d. TIN No. (as applicable)</p> <p>e. Service Tax Registration number</p>
ii.	<p>Bidder should neither be a black listed firm nor should its contracts been terminated / foreclosed by any company / government department / public sector organisation during last 3 financial years ending 31.03.2015 and during current financial year till date of bid submission, due to non-fulfilment of Contractual obligations.</p>	<p>A self-declared certificate to this effect, signed by authorised signatory of the bidder company/ firm in the Bid profile.</p>
iii.	<p>Either the Registered Office or the functional Branch Office of the bidder firm should be located in Jaipur OR the firm should agree to open its functional branch office in Jaipur before signing of the License agreement.</p>	<p>Registration certificate of office in Jaipur / License Agreement supported by Telephone / Electricity / Water connection Bill etc in the name of bidder firm for the given address.</p> <p>OR</p> <p>A self-declaration mentioning that firm shall open its office in Jaipur before signing of the License agreement in the bid profile.</p>
iv.	<p><u>Turnover:</u></p> <p>The Bidder Firm should have an average turnover of Rs. 15,00,000 (Rupees Fifteen Lacs) per year in last three financial years (2012-13, 2013-14 and 2014-15).</p>	<p>Bidder is required to present the data as per Annexure-V along with supporting documents for last 3 financial years duly mentioned herein:</p> <p>Audited Profit & Loss A/c and / or Balance Sheet showing the required turnover</p> <p>OR</p> <p>Income Tax Return (ITR) showing the required turnover</p>

		OR Any other document mentioning the required turnover, certified by a Chartered Accountant.
v.	The bidder firm should be working in the field of publicity /advertising / outdoor media signage / Outdoor Advertising with reputed private companies / Public Sector Companies / Banks / Central and State Government Departments within India for last three years with works amounting to at least Rs. 10,00,000 (Rupees Ten Lacs) per year on average in last three financial years (2012-13, 2013-14 and 2014-15).	Bidder is required to submit the data as per Annexure-IV along with supporting documents duly mentioned herein: a. Self Attested copies of the work awards or b. Licensing agreement signed during last three financial years or c. Certificates of satisfactory execution of work awards mentioning the amount of the award.

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

Executive Director (Corporate Affairs)

Jaipur Metro Rail Corporation, Jaipur.

2 DEFINITIONS

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

- **“Agency”** means the successful bidder who has signed Licence Agreement pursuant to this RFP.
- **“Agreement”** or **“Licence Agreement”** means The Contract / Licence Agreement to be executed between JMRC and Successful Bidder, subsequent to the Letter of Acceptance.
- **“Addendum / Amendment”** means any written amendment / addendum / corrigendum to this RFP, from time to time issued by JMRC to the prospective bidders.
- **"Applicant(s)/Bidder(s)"** means interested Bidder(s) submitting a Proposal pursuant to this RFP;
- **“Authority”** means Jaipur Metro Rail Corporation;
- **“Bid”** shall mean a valid, final and binding offer, which includes the Technical Documents and Financial Proposal(s), EMD and other documents submitted by a Bidder in response to and on the terms and conditions contained in this Bid Document / RFP.
- **“Bid Document”** shall mean this RFP document, including all annexure attached hereto and any addenda issued in accordance with the terms hereof.
- **"Bidder Authorization"** shall mean the authorization to the person signing the bid as per Annexure VIII - Power of Attorney in favour of the person signing the bid.
- **" JMRC/JMRCL/ Jaipur Metro/ Corporation"** means Jaipur Metro Rail Corporation;
- **"Jaipur Metro Phase IA"** means the Jaipur Metro Phase I - Mansarovar-Chandpole metro rail corridor.
- **"Letter of Acceptance (LOA)"** means the written notice issued by JMRC to the Selected Bidder(s) intimating the acceptance of Selected Bidder's Proposal for the award of License;
- **"License”** shall mean the license granted under the License Agreement to undertake the activity of advertising pursuant to this RFP;
- **"Licensee”** shall mean the Successful Bidder with which JMRC signs license agreement for the advertisement rights in furtherance to this bidding process;
- **"Proposal(s)"** shall mean a valid, final and binding offer comprised of Technical Proposal, Financial Proposal, Earnest Money Deposit and other documents as required under this RFP to be part of the bid/proposal submitted by the respective Bidders, in response to and on the terms and conditions contained in this RFP;
- **“RFP”** means this ‘Request for Proposal’ for licensing of short duration limited advertisement rights for standees at Jaipur Metro Stations.
- **“NTP”** means notice to proceed i.e., letter to be given to successful bidder for installation of standees and placing advertisements subsequent to signing of agreement pursuant to this RFP;

3 INSTRUCTIONS TO BIDDERS

3.1 GENERAL INSTRUCTIONS

- i. The (Request For Proposal) RFP Document and any addenda thereto, together with any further communications are issued for the purpose of inviting bids only. The Bidder shall not disclose any information contained in the documents or otherwise supplied in connection with this bid invitation to any third party except for the purpose of preparing his Bid. The Bidder shall maintain complete confidentiality till the Contract is awarded. In the event that such confidentiality is breached, the JMRC may reject the Bid.
- ii. The Bidders are advised to explicitly read this RFP document, addendum / corrigendum / clarification issued, if any and General Condition of Contract (GCC) & SHE Manual as available on JMRC website, before submitting the Bid. By submitting the Proposal, the Bidder agrees to all the points explicitly included in the scope of license & all other terms & conditions mentioned in the RFP, GCC & SHE Manual.
- iii. Each Bidder will be deemed to have inspected the stations, the surroundings and inspected all necessary documentation and made all inquiries, prior to participating in the bid process. The Bidder would have satisfied himself/herself/themselves that the space at metro stations is suitable for setting up of standees for advertisement.
- iv. If any change/addition/deletion is made by the Bidder in the RFP document and if the same is detected at any stage even after the award of the Contract / execution of License agreement, full Earnest Money Deposit/Security Deposit will be forfeited and the contract will be terminated at the risk and cost of the Bidder/Licensee Bidder.
- v. Alterations or overwriting, if any, should be avoided. However, if there are any, should be legible and signed by the bidder alongside such alterations or overwriting. However, whitener should not be used for any alterations.
- vi. The License Fee must be quoted both in words and figures in the Financial Bid. If there is any difference in words and figures, the amount quoted in words shall be considered.
- vii. Bids received after the last time and date for depositing Bid shall not be considered.
- viii. If some of the document/annexure(s) is/are missing, the Corporation has the right to reject the Bid as invalid Bid.
- ix. The proposal shall not contain any conditional offer or discount etc. Bids containing such offers will be summarily rejected.
- x. Bids complete in all respects must be received not later than the time and date indicated therein. JMRC may, at its discretion, extend this deadline for the submission of Bids by amending the RFP Document and in that case all rights and obligations of JMRC and the Bidders previously subject to the original deadline shall thereafter be subject to the deadline as extended.
- xi. The Bidder will be bound by the details furnished by it to JMRC while submitting the Bid or at subsequent stage. In case any of such documents furnished by it is found to be false at any stage, it would be deemed to be a breach of terms of contract making it liable for legal action besides termination of License.

- xii. JMRC may at its sole discretion and at any time during the processing of Bid, disqualify any bidder from the Bidding process if the bidder has :-
- Submitted the Bid after the prescribed date and time of submission of bids.
 - Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements.
 - If found to have a record of poor performance such as abandoning works, not properly completing the contract, inordinately delaying completion, being involved in litigation or financial failures, etc.
 - Submitted Bid document, which is not accompanied by required documentation and Earnest Money Deposit (EMD) is non-responsive.
 - Failed to provide clarifications related thereto, when sought.
 - Submitted more than one bid.
- xiii. JMRC, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- suspend and /or cancel the bidding Process and/ or amend and/ or supplement the bidding Process or modify the dates or other terms and conditions relating thereto;
 - consult with any Bidder in order to receive clarification or further information;
 - retain any information and/ or evidence submitted to the JMRC by, on behalf of, and/ or in relation to any Bidder; and/ or
 - Independently verify, disqualify, reject and/ or accept any and all submission or other information and/ or evidence submitted by or on behalf of any Bidder.
- xiv. It shall be deemed that by submitting the bid, the bidder agrees and release the JMRC, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and: or in connection herewith and waives any and all rights and / or claims it may have in this respect, whether actual or contingent, whether present or future.
- xv. No further discussion /interface will be held with the bidders whose bids have been Rejected/ Disqualified / Technically Disqualified.
- xvi. The formats of Annexure A to Annexure C, to be enclosed as per instructions of circular No. 3/2013 Dated 04-02-2013 Finance (G&T) Department, Govt. of Rajasthan, are available as part of ANNEXURE-VII of the RFP. Please read carefully and comply:-
- Annexure A: Compliance with the Code of Integrity and No. Conflict of Interest
 - Annexure B: Declaration by Bidders regarding Qualifications
 - Annexure C: Grievance Redressal during Procurement Process

3.2 PRE-BID CONFERENCE

- For the purpose of affording bidders an opportunity to obtain clarifications and/or give suggestions with regard to this RFP and bid process, a pre-bid conference is arranged as per the schedule indicated in the Clause "Schedule to the invitation of RFP" (Clause 1.2).
- Bidders are advised to visit the Jaipur Metro Stations and read RFP document, before participating in the pre-bid conference.

- iii. For pre-bid conference and post conference queries regarding this RFP, the following officer of JMRC may be contacted:

JGM(Revenue), JMRC, 2nd Floor, RSIC Building, Udyog Bhawan Premises, Tilak Marg, C-Scheme, Jaipur-302005. Tel. No.0141- 5192404, 7728895107, Email: jmrc.revenue@gmail.com

- iv. Queries / request for clarification should be submitted through e-mail or in writing by the date & time prescribed in Notice Inviting Proposal and the same received after the date & time prescribed may not be taken into consideration.

3.3 CLARIFICATION / AMENDMENT / ADDENDUM TO RFP

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

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

3.4 COST OF BID DOCUMENT (TENDER FEE)

- i. The BID should be submitted in the prescribed Bid document, which may be purchased for Rs. 500 in form of Cash or DD / Banker Cheque of scheduled drawn in favour of “Jaipur Metro Rail Corporation” payable at Jaipur. The cost of the Bid document is non-refundable.
- ii. BID format may also be downloaded from JMRC's website: <https://www.jaipurmetrorail.in> and /or state public procurement website www.sppp.rajasthan.gov.in. The printout of the downloaded BID document from the website shall be taken on A-4 size paper and the details are to be entered as per the requirement of the RFP. The cost of the BID document downloaded from the website is

required to be deposited along with the Bid in the form of a DD/ Banker's Cheque of Rs. 500 in favour of "Jaipur Metro Rail Corporation" payable at Jaipur.

- iii. Any Bid not accompanied by cost of bid document or valid proof of payment is liable to be treated as non responsive and may be rejected.

3.5 QUANTUM OF STANDEES AND BID SECURITY (EMD) CALCULATION

- i. The licensee shall be allowed to put as many standees as are found feasible without obstructing or restricting the metro operations, safety or movement of passengers. There is no restriction from Jaipur Metro Rail Corporation Limited (JMRC) for minimum or maximum number of standees to be placed in the metro station(s).
- ii. The **Minimum Reserved License fee** shall be Rs. 1,500 (Rupees one thousand five hundred only) **per month per standee**. Bids lower than minimum reserved license fee shall be rejected.
- iii. The Licensee shall be liable for payment of license fee for minimum guaranteed 100 standees per month to Jaipur Metro Rail Corporation Limited (JMRC), even if it has put up less than 100 standees in the month. If successful bidder installs more than 100 standees then the license fee payable shall be calculated accordingly.
- iv. A Bidder shall bid monthly license fee per standee for the standees to be installed at all the stations.
- v. For estimation & evaluation purposes, it is assumed that on an average 150 numbers of standees will be placed on all these metro stations by the successful bidder during contract.

S. No.	Estimated Average No. of Standees	Minimum Reserved Monthly License Fee per standee (Rs.)	Minimum Reserved License fee for six month (Rs.)	Bid Security (Rs.)
(a)	(b)	(c)	(d)= 6* (b) x (c)	(e)=2% of (d)
1	150	1500	13,50,000*	27,000

*Service Tax and other taxes as applicable shall be chargeable extra.

3.6 EARNEST MONEY DEPOSIT (EMD) / BID SECURITY

- i (a) Bid Security / Earnest Money Deposit in the form of Demand Draft / Bankers Cheque of Rs. 27,000 (Rupees Twenty Seven Thousand only) drawn on any Scheduled Bank in favour of Jaipur Metro Rail Corporation Ltd., payable at Jaipur, shall form part of the bid. The EMD can also be deposited in the form of Bank Guarantee (**valid up to 120 days from the Last date of Bid submission**) in the format enclosed at Annexure-V drawn on any Scheduled Bank in favour of Jaipur Metro Rail Corporation Ltd., payable at Jaipur.
- (b) In case of **Small Scale Industries of Rajasthan** it shall be 0.5% of the quantity offered for supply (i.e., Rs.6,750 Rupees Six Thousand Seven Hundred Fifty Only) and in case of **sick 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(i.e., Rs. 13,500 Rupees Thirteen Thousand Five Hundred Only). Every bidder, if not exempted, participating in the procurement process shall be required to furnish the bid security as specified in the notice inviting bids.

- (c) In lieu of bid security, a bid securing declaration is to be submitted by 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.
- ii. Any Bid not accompanied by valid Bid Security / Earnest Money in acceptable form will be liable to be treated as being non-responsive & shall be rejected.
- iii. The Bid Security / Earnest Money Deposit shall be forfeited in the following cases, namely:-
- a. when the bidder withdraws or modifies its bid after opening of bids;
 - b. when the bidder does not execute the agreement, if any, after placement of supply / work order within the specified period;
 - c. 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;
 - d. when the bidder does not deposit the performance security within specified period after the supply / work order is placed; and
 - e. if the bidder breaches any provision of code of integrity prescribed for bidders specified in the Act and Chapter VI of these rules.
- iv. The Bid Security / Earnest Money of successful Bidder shall be adjusted against Performance Security Deposit or refunded after deposition of the full Performance Security Deposit, as the case may be.
- v. The Bid Security / Earnest Money shall be returned promptly after the earliest of the following events, namely:-
- a. the expiry of validity of bid security;
 - b. the execution of agreement 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.
- vi. If the successful Bidder fails to deposit the required performance security or to execute the agreement within the specified period without any valid reasons, such failure will be treated as a breach of the terms and conditions of the tender and will result in forfeiture of the Earnest Money, in part or in full, at the discretion of Jaipur Metro Rail Corporation Limited (JMRC).

3.7 SUBMISSION OF PROPOSAL

The Proposal duly filled in and complete in all respects must be submitted in a sealed envelope at the JMRC office clearly marked as “CONFIDENTIAL” and “RFP FOR LICENSING OF SHORT DURATION LIMITED ADVERTISEMENT RIGHTS FOR STANDEES AT JAIPUR METRO STATIONS ”, addressed to:

Executive Director (Corporate Affairs)
Jaipur Metro Rail Corporation Limited,
2nd Floor, RSIC Building, Udyog Bhawan Premises,
Tilak Marg, C-Scheme, Jaipur-302005.

and must be dropped in the Bid Box labelled for the purpose and kept at 2nd floor, JMRC Office at the address given above.

Bids received after last time and date will not be considered. Bids sent by FAX, post or e-mail will not be considered.

RFP No. and Date of opening of Technical Bid must also be endorsed on this envelope. Please also indicate on the cover itself the name, full address, telephone numbers and e-mail of the Contact Person of bidder.

This sealed envelope should contain the two separately sealed envelopes, respectively containing the Technical and Financial Bids, and marked clearly as **“Part A- Technical Bid for LICENSING OF SHORT DURATION LIMITED ADVERTISEMENT RIGHTS FOR STANDEES AT JAIPUR METRO STATIONS”** and **“Part B- Financial Bid for LICENSING OF SHORT DURATION LIMITED ADVERTISEMENT RIGHTS FOR STANDEES AT JAIPUR METRO STATIONS”**, respectively.

a) Submission of Part-A : Technical Bid

This Part should contain the Technical Bid consisting of **a copy of this ‘Request for Proposal’** with each page duly filled in and sealed & signed by the Bidder in acceptance of the terms and conditions therein, along with **all due Annexure** mentioned in the checklist (Annexure-I) **duly filled**, all required **documents in support of eligibility, EMD and cost of Bid document**, if downloaded, or **receipt of payment of Bid document cost**, if purchased. All documents should be signed by the Bidder.

No price bid should be indicated at any place in the Technical Bid otherwise the Proposal shall be summarily rejected.

b) Submission of Part-B : Financial Bid

This Part should contain only the Financial Bid (s) in the prescribed Format as per Annexure-VI. All other documents shall be submitted with Technical Bid.

Rate quoted should be all inclusive for carrying out activities as detailed in the scope of license. It is to be noted that Service Tax and any other taxes chargeable extra as per the prevailing rate and rules will be paid by the bidder(s) separately.

3.8 EVALUATION OF BIDS

- i. The bids will be opened at the time, date and place as specified in the Clause 1.2 (Notice Inviting Bids) of this RFP in the presence of Bidders or their authorized representatives who choose to attend the opening of Bid. The bidders or their authorized representatives who are present to witness the Bid opening shall sign a attendance sheet / register evidencing their attendance as a witness to the Bids opening process. In the event of the specified date of Bid opening being declared a holiday, the Bids will be opened on the next working day at the same time and place or on any other day/time, as intimated by the JMRC.
- ii. Only Technical Bids will be opened first and JMRC will evaluate technical Bids as per criteria set forth in this RFP document.
- iii. For the proper evaluation of the proposal, if clarifications are found to be necessary JMRC may at its discretion, ask for such clarification and bidder shall be obliged to provide such clarifications within the time specified by JMRC.

- iv. Financial Bids will remain unopened and will be held in the custody of the Bidding Authority until the time of opening of the Financial Bids. The time and date of opening of Financial Bid shall be communicated to technically qualified bidders through email / phone in case the Financial Bids are not opened on the same day as the Technical Bids. The technically qualified bidders may attend the opening of the Financial Bid, if they so desire.
- v. The Financial Bids of only those Bidders whose bids are responsive and who clear the Technical evaluation stage will be opened. The bidders or their authorized representatives who are present to witness the Financial Bid opening shall sign an attendance sheet / register evidencing their attendance as a witness to the Financial Bid opening process. In the event of the specified date of Financial Bid opening being declared a holiday, the Financial Bids will be opened on the next working day at the same time and place or on any other day/time, as intimated by the JMRC.
- vi. The Financial Bid shall be evaluated only of those Bidders whose Bids are responsive, complete and in accordance with the RFP Document. Out of these, the bidder whose bid for monthly license fee is the highest will be finally selected and adjudged as the successful Bidder provided the bid is not lower than the **Minimum Reserved Price**.
- vii. In case two or more responsive Bidders have quoted the same License fee, which is also the highest License fee offered, then all such bidders will be given an opportunity to revise their financial bid by submitting fresh financial bid(s) in a sealed cover, which shall necessarily be higher than the previous bid. The revised financial bid shall be submitted by the date and time as notified to the concerned Bidders.
- viii. In case two or more responsive bidders again quote the same License fee in their revised Financial Bids, then JMRC will distribute the work amongst the highest bidder.
- ix. Notwithstanding anything contained in the RFP Document, the Authority reserves the right to:
 - accept any Bid not necessarily highest
 - reject any Bid
 - reject all Bids and annul the bidding processwithout assigning any reason at any point of time before issuance of a Letter of Award, without incurring any liability.
- x. No further discussion/ interface will be held with the bidders whose bids are Rejected/ Disqualified / Technically Disqualified.

3.9 AWARD OF CONTRACT, SIGNING OF LICENSE AGREEMENT / EXTENDED LICENSE AGREEMENT & PERFORMANCE SECURITY DEPOSIT

- i. Prior to the expiry of the period of validity of the Bid, the Successful Bidder shall be notified through a Letter of Acceptance (LOA) sent through email to be confirmed in writing by Registered / Speed Post / By hand that its Bid has been accepted.
- ii. Upon receipt of the 'LOA', the Successful Bidder shall return one copy of the LOA duly signed and unequivocally accepted and stamped by its authorized signatory within 7 days from the date of issue of 'LOA' along with Performance Security Deposit **equal to 5% of the accepted License fee amount of 150 standees for six month in the form of**

- Bank Guarantee** (Annexure-X) from any scheduled bank in favour of Jaipur Metro Rail Corporation Ltd. The Performance Bank Guarantee should remain valid for a period of one year from the date of signing of License Agreement). The Performance Security Deposit can also be deposited in the form of DD/ Bankers Cheque of scheduled bank drawn in the favour of Jaipur Metro Rail Corporation, payable at Jaipur.
- iii. The Performance Security Deposit shall be refunded after adjustment of outstanding dues, if any, made in accordance with this contract, to the bidder on his application within one month after all the standees are removed from stations at the end of full term of License period.
 - iv. JMRC shall have the right to invoke and appropriate the proceeds of the Security Deposits in whole or in part, without notice to the Agency in the event of breach of this Agreement or for recovery of liquidated damages or penalties.
 - v. The Performance Security Deposit shall not carry any interest during the tenure of the License.
 - vi. Subsequent to acknowledgement of 'LOA' by the Successful bidder as above, and deposition of Performance Security Deposit & Installation Security Deposit, a License Agreement on a non-judicial stamp paper of Rs. 100/- as per format at Annexure -VII shall be executed between the Successful Bidder and JMRC within 15 days of issue of LOA. The original copy of the Agreement shall be retained by JMRC and the copy shall remain with Agency.
 - vii. Till the signing of the License Agreement, the LOA shall form a binding contractual agreement between JMRC and the Successful Bidder as per terms of this RFP.
 - viii. If the Bidder fails to accept the LOA or deposit the required Security Deposit or to execute the agreement within the specified period without any valid reason and without any intimation to JMRC, such failure will be treated as a breach of the terms and conditions of the contract and may result in forfeiture of the Earnest Money Deposit (Bid Security) / Security Deposit, in part, or in full at the discretion of JMRC. This failure may also result in cancellation of Contract/LOA/tender. Decision of JMRC shall be final in this regard.
 - ix. License for the extended period will be extended through a written communication on mutual consent at the behest of successful bidder.
 - x. In case of extension of License period each time beyond initial period of six months it has to be ensured that:
 - a. Performance Security, if deposited in the form of bank guarantee is available with JMRC valid beyond 2 months of the extension period.
 - b. Performance Security, if deposited in the form of DD / Bankers Cheque, shall not be released during extended license period.
 - xi. Performance security deposit shall be released only after all the contractual obligations pursuant to this RFP has been fulfilled by the agency.

4 SPECIAL CONDITIONS OF CONTRACT (SCC)

4.1 SCOPE OF LICENSE

- i. The standees for short duration advertisements can be placed by the successful bidder anywhere inside or outside the metro station premises in paid or non paid area except where, in the opinion of the Metro administration, it would obstruct or restrict the movement of passengers, operations or safety of passengers.
- ii. The licensee will have exclusive right to display advertisement through standees only except that metro administration may put its own standees for passengers to inform them of metro's own products or services or such other standees as metro have to put under directions of the government. The licensee will not have any right of any other mode of advertisement at any place inside/outside metro premise except these standees.
- iii. The sites / spaces of metro station where standees are placed shall exclusively belong to the JMRC, without creating any right, title or interest of whatsoever nature in the said premises in favour of the successful bidder. Jaipur Metro will provide only bare locations for placing standees for advertisement purpose on license basis. The successful bidder, will at his own expense shall provide standees with advertisements and place them on self supporting mode without any permanent fixture.
- iv. In exceptional circumstances, JMRC reserves to itself the right to **change the location of standees** at any time and may at its discretion call upon the Licensee to shift the **standees** to an alternative space. In such a case, the Licensee shall be bound to shift the standees immediately and accept the said alternate location identified in the premises.
- v. The licensee will sell display spaces of standees in open market as the rates determined by it and JMRC will not have any restriction for the same.
- vi. Only Licensee or the person authorised by the licensee paying the License fee regularly and adhering to its obligations under the terms and conditions of this RFP and the consequential License Agreement shall be allowed to place standees for advertisement purpose during the License period.
- vii. Any charges to be paid for the services with respect to this RFP to respective Government Agencies will be borne by the Licensee.
- viii. The Licensee shall indemnify JMRC from / against any claims made or damages suffered by JMRC by reason of any default on the part of the Licensee in the due observance and performance of the provisions of any law which may be related to the purpose of this Agreement and to the area in which premises are located.
- ix. The Licensee will ensure safety and security of the standees place at the allotted locations. JMRC in any case will not take any responsibility. However, in the event of any theft/ loss of any nature, the licensee will indemnify and keep indemnified JMRC for any losses on this account.
- x. The Licensee will have the right to place standees- inside/or outside the premises only at the earmarked locations. The standees shall be non-illuminated and there will not be any arrangement for illumination by JMRC or the Licensee. The Licensee will need to obtain

a written approval from JMRC by way of NTP before putting any form of standees and JMRC reserves the right to refuse or to suggest an alternation to the same.

- xi. On expiry of the License period or on termination of the License granted by JMRC on account of any breach on the part of the Licensee for any other reason, the Licensee shall deliver the possession of the advertisement Space(s) in good condition and in peaceful manner along with furniture, fittings, equipments and installations, if any, provided by JMRC. Further, Licensee shall remove his/their goods and other materials from the advertisement Space(s) immediately, failing which JMRC reserves its right to remove such goods/ materials at the cost and risk of the Licensee and demand payment for such removal. If such payment is not made within 10 days, JMRC shall be at liberty to dispose of the goods/ materials of the Licensee by public auction to recover the cost. The Licensee shall not be entitled to raise any objection in such an eventuality.
- xii. The license herewith granted shall not be construed in any way as giving or creating any other right in favour of the licensee but shall be construed to be only as a license in terms & conditions herein contained.
- xiii. The Licensee shall ensure that proper care is taken under skilled supervision during provisioning / maintenance / replacement of advertisement.
- xiv. The Licensee shall ensure that personnel (including outsourced agency staff, if any) deployed in connection with provisioning / maintenance / replacement of standees behave decently and courteously on JMRC premises and indulge in no act that may adversely affect the reputation of the Corporation.
- xv. The Licensee shall protect, defend, hold JMRC harmless and indemnified against any legal, quasi-legal or civil implications that may arise out of any dispute, error of omission or commission, any lapse or laxity solely on account of failure of the Licensee or his nominee in the discharge of the obligations under the License.
- xvi. Successful bidder shall ensure that it does not in any way impinge on the safety and security of metro operations, passenger safety, commuter's convenience, safety of metro properties and its assets.
- xvii. Licensee must ensure that all the standees follow similar framing pattern (standard) as per the approval of JMRC and of size 3 feet x 6 feet (W x H).
- xviii. That the area surrounding standee location will be kept in good Condition and maintained properly by the Licensee at their own cost. The standees are to be kept in proper condition and any damaged standee is to be removed from the location. 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.
- xix. Agency shall remove all the standees from the metro premises at the end of the term of the Agreement and intimate to JMRC.
- xx. That if the Agency fails to remove the standees within a grace period of 07 days of termination/expiry of the agreement, The Agency shall be deemed to be an unauthorized entrant in the metro premises and shall be liable to pay a fee @ Rs.200 per standee per

day for any period of not removal of standees beyond the termination/expiry of license which will be charged over and above the License Fee due. Besides this, JMR C will remove all the standees at the risk and cost of the agency.

- xxi. The Licensee will ensure safety and security of the standees installed in the allotted area. JMRC in any case will not take any responsibility. However, in the event of any theft/loss of any nature, the Licensee will indemnify and keep indemnified JMRC for any losses on this account.
- xxii. This License contract does not entitle Licensee or its representatives or sub Licensee to have any free access to the paid / concourse / platform area or to the paid parking area.
- xxiii. The licensee will ensure that the standees for the advertisement of following goods/ services are strictly prohibited on the metro stations:

S.No.	Prohibited Sale
1.	Obscene or vulgar
2.	Alcoholic products
3.	Tobacco products
4.	Nicotineous substance
5.	Any product / Service the sale/promotion of which is unlawful /illegal or deemed unlawful under law of the land & guidelines of Metro administration

Metro administration will have the right to disallow any display, if in its opinion, the same is come under the above mentioned categories.

4.2 NOTICE TO PROCEED

- i. The successful bidder shall be authorised to place standees inside & at the entry/exit of metro stations.
- ii. The Licensee shall, within a period of 15 (fifteen) days from the Date of execution of license agreement, submit a deployment plan to JMRC describing its proposed schedule for placing minimum 100 standees at various stations. JMRC, after examining the deployment plan shall issue NTP for deployment of 100 or more standees. Accordingly, invoice shall be generated by JMRC for advance license fee of one month.
- iii. The Licensee shall be given a license free grace period of 07 (Seven) days from the Date of issue of NTP for completion of fabrication and deployment of standees at planned spaces.
- iv. No lighting arrangement shall be provided by Jaipur Metro Rail Corporation Limited (JMRC) for these standees.

4.3 DURATION OF LICENSE PERIOD

- i. The tenure of advertisement rights will be initially for six month from the date of signing of license agreement. This may be extended on the same terms & conditions up to one year in the span of two month each.
- ii. A separate application for extension of license period would require to be submitted to JMRC by the Licensee wishing for such extension, 1 month in advance of the expiry of the original license period of 6 months. A Letter of Extension shall be issued by JMRC to the Licensee subject to availability of proper security with JMRC as per clause 3.9.

4.4 VARIATION CLAUSE

- i. In case, additional standees locations are required by licensee, beyond 150 numbers, the same shall be accepted by JMRC provided it is not obstructing or restricting the metro operations, safety or movement of passengers. However in the duration of the contract shall be limited to maximum of 225.
- ii. JMRC may, if deemed necessary by it in its sole discretion, withdraw any of the standee location for any requirement for the safety of the passengers and smooth functioning of the metro operations, or for any other reasons. In such cases alternate sites may be provided by JMRC to the Licensee. In the event the Licensee does not opt to choose the alternative location, there shall be a pro-rata reduction in License Fee, and the License shall not have any further /claim compensation in this regard.
- iii. In case, JMRC is not able to provide minimum 100 number of location in any month, it shall reduce the license fee proportionately.

4.5 STATUTORY OBLIGATIONS

- i. The Licensee shall indemnify JMRC from / against any claims made or damages suffered by JMRC by reason of any default on the part of the Licensee in the due observance and performance of the provisions of any law which may be related to the purpose of this Agreement and to the area in which premises are located.
- ii. The Corporation will not be responsible for any accident involving any personnel of the Licensee or its vendor while on work. The Licensee itself would be responsible for such accident and also for any kind of compensation to any worker/employee for such accident. The Licensee is advised to have its personnel insured under suitable Insurance Schemes at its own cost.
- iii. The Corporation will not be responsible for any accident /theft etc. involving any asset of the Licensee. The Licensee(s) itself would be responsible for such incident. The Licensee is advised to have its assets insured under suitable Insurance Schemes at its own cost.
- iv. The Licensee 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 Licensee / its vendor or Licensee's failure to perform its obligations under the agreement.

- v. The agency will 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.
- vi. The advertisement standees in metro premises and advertisement on it (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 Rajasthan Fire department. The Agency shall also comply with all rules and regulations under the Metro Railways (Construction of Works) Act, 1978 and Metro Railways (Operation and Maintenance) Act, 2002 and also to instructions issued from time to time from the office of Director (Corporate Affairs) 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.
- vii. Any type of statutory taxes applicable on services under this tender process (either in force at present or may be applicable in future by a competent order/notification) will be borne by the selected bidder and the Corporation would not make any payment on this account. In case, the selected bidder fails to comply with any statutory/ taxation liability under appropriate law, and as a result thereof the JMRC is put to any loss/obligation, monetary or otherwise, the JMRC will deduct the same from the Security Deposit of the selected bidder, to the extent of the loss or obligation in monetary terms.
- viii. Obligation for adhering to statutory norms and regulations laid down by any other Statutory Body of Central / State Government in connection with advertisements shall be vested in the Licensee. The successful Bidder will also be required to take, prior approval from all the relevant authorities as per the applicable laws of the land for operation of business.

4.6 PAYMENT TERMS OF LICENSE FEE

- i. The successful bidder shall be required to pay to JMRC monthly license fee at the rate quoted in the Bid and approved by JMRC.
- ii. Payment of License Fee shall commence from the 7th day after the Notice to Proceed (NTP) is issued, even if more time is required to licensee to complete deployment of standees.
- iii. The licensee is liable to pay license fee of minimum 100 standees even if less number of standees are deployed. In case the number of deployed standees in a month are more than 100, then license fee is to be paid for actual number of standees deployed in a month. In case of dual side printed standees, the license fee per standee shall be 1.5 times of the license fee for normal standees.
- iv. The first advance monthly License Fee shall be paid within 7 days of issue of Notice to Proceed (NTP) and if the initial rent date, i.e., 8th day of the NTP commences after the 1st of any month, then the License Fee for that first month shall be calculated on a pro-rata basis.

However, subsequently from next month, the payment of License Fee charges for the full month shall be made in advance, to JMRC for each month, latest by 30th of the preceding month.

- v. In case of standees deployed at entry / exit which are visible from outside or otherwise, if any taxes / charges are demanded by Local authorities, the same shall be borne by the agency.
- vi. For default or delay in payment of License Fee, for the first default or delay beyond 3 days of due date, interest @ 2 percent per month will be calculated on the outstanding amount. For the delay beyond 15 days, the interest shall be calculated @ 2.5 percent per month. Any delay beyond one month in payment of license fee, may result in the termination of the License Agreement, at the discretion of Licensor. Interest shall continue to accrue till the License Fee and other dues are finally squared up. Such interest shall be charged from the due date if the payment of License Fee is not made by the due date with arrears, if any.
- vii. In addition to License Fee etc., Licensee is liable to pay necessary Service Tax and all other Central & State Government taxes as applicable from time to time.
- viii. The Licensee agrees voluntarily and unequivocally to make all payments as may be due on the due date, without waiting for any formal invoice from the Licensor. The Licensee also voluntarily agrees to collect the invoices from the office of the Authorized representative of the Licensor (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.
- ix. In case payment is not made by due date, a 7 days 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 a termination notice shall be served to the Licensee for payment of all dues within 10 days.
- x. Any representation or any request by the Licensee shall only be entertained if the Licensee deposits 100% dues as per issue / demand within 10 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.
- xi. In no case payments shall be allowed to remain outstanding for a maximum period of two months. If any stage, the dues remain outstanding for the period of more than two months, the License agreement shall be terminated.
- xii. Normally the maximum size of the flex on standees shall be 6 feet x 3 feet. In case any standee of bigger size permitted by JMRC, the charges shall be increased proportionately.

4.7 SUSPENSION OF LICENSE

- i. If, for any reason whatsoever, the license is temporarily suspended by the JMRC for any reason whatsoever, the Corporation will convey temporary suspension of the license in writing to the Agency for which period, the Agency shall fully or partially stop its activities as advised by the Corporation.
- ii. Due to the period under suspension if the time schedule gets extended, the license period shall consequently be treated as extended under the terms and conditions as laid out in this RFP.

- iii. If the license is suspended by JMRC for a period of more than 3 months, the Agency may seek termination of contract from JMRC without any obligation on both side.

4.8 BREACH OF CONTRACT / LICENSE AGREEMENT

- i. The Licensee shall abide by the terms and conditions of this RFP and the consequent License 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 Licensee, and may additionally impose justifiable penalty upon the Licensee, which shall not necessarily be limited to the amount of Security Deposit. JMRC shall also have the right to rescind or terminate the Contract / License Agreement (in full or part) in the event of such breach.
- ii. Any notice required to be served on the Licensee under this agreement shall be deemed to be served if delivered at the Licensee's address or sent by Registered post /speed post to the Licensee. Similarly, any notice to be given to JMRC under this agreement shall be deemed to have been served if at or sent by Registered post to JMRC. The period of notice given under this Agreement will count from the date of delivery at address (as per receipt of notice by either side) or from date of despatch in case of delivery by registered post, whichever is earlier.

4.9 TERMINATION OF CONTRACT AGREEMENT

- i. JMRC reserves the right to terminate the Agreement by giving 1 (one) months advance notice in writing to the other party, without assigning any reason thereof. During the notice period Agency will continue to provide its services. On the termination of the contract, the Agency shall pay license fee to the JMRC for the notice period.
- ii. The agency can also terminate the license after initial 2 months giving 2 month notice. There will not be any obligation on part of agency except for payment of license fees during notice period.
- iii. 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 providing services as provided under this Contract.
 - b. Both the parties will settle, within seven working days of Termination of this Contract all the outstanding dues of the other party save and except the dues under dispute.
 - c. 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.

4.10 FRAUD AND CORRUPT PRACTICES

- i. The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, 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 EMD and the 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.
- ii. Without prejudice to the rights of the Authority under Clause 4.10 (i) hereinabove and the rights and remedies which the Authority may have under the LOA or 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.
- iii. For the purposes of this Clause 4.10 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.

4.11 CONCILIATION, ARBITRATION & JURISDICTION

- i. In the event of dispute or difference arising between JMRC and the Agency out of or in relation to this “License 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 Agency and Executive Director (Corporate Affairs) of JMRC.
- ii. If the dispute is not settled amicably, the matter shall be addressed by the aggrieved party to the Authorised signatory of the other party within 21 days of arising of such a claim. If the issue is not resolved within 30 days of receipt of the claim by the respondent party, the aggrieved party shall refer the claim for Arbitration to Managing Director (MD) of JMRC within 10 days after the passage of this time. The MD, JMRC would appoint the Sole Arbitrator/a panel of Arbitrators of the dispute whose decision shall be final and binding on both the parties. Arbitration proceedings will be assumed to have commenced from the day a written and valid demand for arbitration is received by the MD, JMRC. The place of arbitration will be Jaipur. Wherever applicable, the provisions of the Arbitration and Conciliation Act, 1996 shall apply.
- iii. The courts at Jaipur shall have exclusive jurisdiction over all matters arising out of this tender process or out of the Agreement pursuant to it or out of any arbitration hereunder.
- iv. It will be no bar that the Arbitrator appointed as aforesaid is or has been an employee of the JMRC and the appointment of the Arbitrator will not be challenged or be open to question in any Court of Law, on this account.
- v. Arbitration awards rendered shall be final and binding and shall not be subject to any form of appeal. The successful party may seek to enforce the award in an appropriate jurisdiction.
- vi. During the pendency of the arbitration, JMRC and the Licensee shall perform their respective obligations in respect of the License.

4.12 FORCE MAJEURE

- i. 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.
- ii. For purposes of this Bid and License 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 License 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.
- iii. In the event of the Force-Majeure condition(s), 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, the Authority shall not be liable to pay to the Bidder, any compensation towards financial implications arising due to Force Majeure.

- iv. As soon as practicable and in any case within 7 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.
- v. 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 Agency will not be liable to pay the Default Charges for the period for which the Force Majeure events persist.
- vi. Upon the cessation of any Force Majeure Event, the Parties shall immediately resume their respective obligations.
- vii. It is expressly agreed that Agencies ability to provide services to a third party at a more advantageous price or Agency's economic hardship shall not constitute a force majeure event.

ANNEXURE – I

CHECK LIST

ENVELOPE A. TECHNICAL BID

Proposal will contain the following documents :		Whether enclosed
1.	All pages of RFP Document with corrigendum, addendum if any, duly signed and sealed by the Authorised Signatory of the Bidder Organisation on each page. This check list, duly checked / ticked and signed shall form part of this RFP Document	Yes/No
2.	This Check List, duly ticked & signed (Annexure-I)	Yes/No
3.	Declaration of acceptance of Terms & Conditions of the Request for Proposal (RFP), GCC and SHE Manual, duly filled & signed (Annexure – II)	Yes/No
4.	Bidder’s Profile and bid form, duly filled and signed by authorised signatory (Annexure–III)	Yes/No
5.	Annexure–IV: Statement Giving Details of Technical capacity of the Bidder duly filled & enclosing required supporting documents	Yes/No
6.	Annexure–V: Statement Giving Details of Financial capacity of the Bidder duly filled & enclosing required supporting documents	Yes/No
7.	Format of License Agreement, blank format duly signed, (Annexure-VII)	Yes/No
8.	Power of attorney in favour of Authorised Signatory, for signing of Bid, duly signed and notarised, if applicable (Annexure –VIII)	Yes/No
9.	Bid Security (EMD) in Prescribed form of DD or Bank guarantee (Annexure IX)	Yes/No
10.	Format of Bank Guarantee for Performance Security Deposit, duly signed (Annexure X)	Yes/No
11.	Annexure A to Annexure C as per instructions of circular no. 3/2013 dated 04-02-2013 Finance (G&T) Department, Govt. of Rajasthan, duly initialled (Annexure – XI)	Yes/No
12.	Registration Certificate of firm / Partnership deed / Certificate of incorporation etc.	Yes/No
13.	Articles of Association & Memorandum of Association (If applicable)	Yes/No
14.	Copy of Income Tax Registration (PAN)	Yes/No
15.	Copy of TIN No.	Yes/No
16.	Copy of Service Tax Registration	Yes/No
17.	Rent Agreement/ Telephone / Electricity/ Water connection bill etc. copy in the name of Bidder Firm, as per clause 1.3 (iii) of this RFP	Yes/No
18.	Self Attested copies of the work awards or Licensing agreement signed during last three financial years or Certificates of satisfactory execution of work awards mentioning the amount of the award	Yes/No
19.	Audited Profit & Loss A/c and / or Balance Sheet showing the required turnover OR Income Tax Return (ITR) showing the required turnover OR Any other document mentioning the required turnover, certified by a Chartered Accountant	Yes/No
20.	Proof of payment of Bid Document Cost, if purchased Or	Yes/No

	Payment of Rs. 500/- in prescribed form towards Bid Document Cost, if downloaded	
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ENVELOPE B. FINANCIAL BID

Proposal will contain the following documents :	Whether enclosed
Annexure – VI: Financial Bid duly filled and signed	Yes/No

Important: Please note that the rates quoted should be mentioned in the Financial Bid form only and not on any other page of the RFP Document.

Date

Signature

Place

Name

Designation

Seal of Authorised Signatory

ANNEXURE – II

**DECLARATION OF ACCEPTANCE OF TERMS & CONDITIONS OF THE RFP, GCC
& SHE MANUAL**

I / We,, having my /our
office at,
....., agree to all the Terms &
Conditions of both General Conditions of the Contract (GCC), SHE Manual and of the Request
For Proposal (RFP) No. _____,
dated _____ issued by JMRC for LICENSING OF SHORT DURATION LIMITED
ADVERTISEMENT RIGHTS FOR STANDEES AT JAIPUR METRO STATIONS.

Our offer will remain valid for 90 days from the last date of bid submission.

Date

Signature

Place

Name

Designation

Seal of Authorised Signatory

ANNEXURE – III

BIDDER’S PROFILE

1.	Name of the RFP	LICENSING OF SHORT DURATION LIMITED ADVERTISEMENT RIGHTS FOR STANDEES AT JAIPUR METRO STATIONS	
2.	Name of the Bidder Firm		
3.	Status of the Bidder Firm	Proprietorship/ Partnership firm/ Registered Company	
4.	Registered Office	Address (With Pin Code)	
		Telephone Nos. (With STD Code)	
		Mobile No.	
		Fax Nos. (With STD Code)	
		E-mail ID	
		Website	
5.	Operating/ Branch Office (In Jaipur, if Registered office is situated out of Jaipur))	Address (With Pin Code)	
		Telephone Nos. (With STD Code)	
		Mobile No.	
		Fax Nos. (With STD Code)	
		E-mail ID	
		Website	
6.	Date of registration / incorporation and/ or commencement of business		
7.	Service Tax Registration No.		
8.	TIN No.		
9.	PAN Card No.		
10.	Name and designation of the Chief Executive of the firm		
	Address (With Pin Code)		
11.	Name and designation of the authority that is authorized to sign the Bid document		

	Address (With Pin Code)	
	Telephone Nos. (With STD Code)	
	Mobile No.	
	Fax Nos. (With STD Code)	
	E-mail ID	
12.	<p>BID form amount: Either Details of the receipt (for purchased Bid forms) or Details of DD/Bankers cheque (for downloaded bid forms)</p>	

We hereby certify that our organisation has neither been black listed nor our contracts have been terminated / foreclosed by any company / government department / public sector organisation during last 3 financial years ending 31.03.2015 and during current financial year till date of bid submission, due to non fulfilment of contractual obligations.

We have a branch office in Jaipur as per address given above / we will open our branch office in Jaipur before signing of license agreement. (Please strike out whichever is not applicable)

We hereby certify that all the information provided above is correct and true to the best of our knowledge.

Date

Signature

Place

Name

Designation

Seal of Authorised Signatory

Note: Additional pages, duly signed, may be attached wherever necessary.

ANNEXURE – V

FINANCIAL CAPACITY OF THE APPLICANT

Sl. No.	Financial Year	Turnover (Rs. In Lacs)
1	Year 2012-13	
2	Year 2013-14	
3	Year 2014-15	

Note: Attach documents as per clause 5(v) above.

Date

Signature

Place

Name

Designation

Seal of Authorised Signatory

ANNEXURE-VI**FORMAT OF FINANCIAL BID**

1. Name of the Work : LICENSING OF SHORT DURATION LIMITED
ADVERTISEMENT RIGHTS FOR STANDEES AT JAIPUR
METRO STATIONS
2. Name of the Bidder Firm :

Sl. No.	Venue	No. of Standees	Number of month	Quoted rate per standee per month (Rs.)	Total Quoted Amount (Rs.)
(a)	(b)	(c)	(d)	(e)	(f)=(c)*(d)*(e)
1	Standees at different locations of 9 metro stations	150	06		
Total Quoted Amount (In Words)					

Note:

- License fee payable shall be for a minimum of 100 standees, even if less number of standees are deployed.
- In case of dual side printed standees, the licence fee per standees shall be 1.5 times of normal standee.
- Applicable Service Tax shall be charged extra.
- In case of standees deployed at entry/exit, which are visible from outside or otherwise, if any, taxes/ charges are demanded by local authorities, the same shall be borne by the Agency.
- The Minimum Reserved License fee shall be Rs. 1,500 (Rupees one thousand five hundred only) per month per standee. Bids lower than this amount shall not be considered.

Date

Signature

Place

Name

Designation

Seal of Authorised Signatory

ANNEXURE-VII

DRAFT OF LICENSE AGREEMENT

Subject: RFP FOR LICENSING OF SHORT DURATION LIMITED ADVERTISEMENT RIGHTS FOR STANDEES AT JAIPUR METRO STATIONS

THIS AGREEMENT is made on this _____ day of _____ two thousand _____ between Jaipur Metro Rail Corporation Limited (JMRC), a Company incorporated under the provisions of the Companies Act, 1956, having its corporate office at Khanij Bhawan, Udyog Bhawan Premises, Tilak Marg, C-Scheme, Jaipur, hereinafter called the “**Licensor**” of the one part, represented by _____ (designation of representing officer), JMRC, Jaipur, (which term shall, unless excluded by or repugnant to the context, be deemed to include its heirs, representatives, successors and assignees.)

and

_____ represented by _____ of the other part, hereinafter called the ‘**Licensee**’ (which term shall, unless excluded by or repugnant to the context, be deemed to include its heirs, representatives, successors and assignees.)

WHEREAS Licensor is entitled in Law to grant License for **SHORT DURATION LIMITED ADVERTISEMENT RIGHTS FOR STANDEES AT JAIPUR METRO STATIONS;**

WHEREAS the Licensee is desirous to undertake license for **SHORT DURATION LIMITED ADVERTISEMENT RIGHTS FOR STANDEES AT JAIPUR METRO STATIONS**, on the terms & conditions mentioned hereunder and has approached the Licensor for the purpose;

AND WHEREAS the Licensor is agreeable to grant the License;

NOW, THEREFORE, this indenture witnessed:

1. That the License for the said **SHORT DURATION LIMITED ADVERTISEMENT RIGHTS FOR STANDEES** shall be valid for the period of 6 (six) months from _____ to _____ unless terminated earlier as provided in Clause 4.9;
2. That in consideration, Licensee shall pay the Licensor every month in advance by way of License fee (Rs. _____ per month) on or before 30th day of each preceding month;
3. That the Licensee shall pay all statutory taxes as applicable on Licensee;
4. That the Licensee shall make payment of License Fee by Demand Draft / Banker’s Cheque in favour of Jaipur Metro Rail Corporation Limited, payable in Jaipur or through NEFT /RTGS;
5. That default or delay in payment of License Fee, for the first default or delay beyond 3 days of due date, interest @ 2 percent per month will be calculated on the outstanding amount. For the delay beyond 15 days, the interest shall be calculated @ 2.5 percent per

- month. Any delay beyond one month in payment of license fee, may result in the termination of the License Agreement, at the discretion of Licensor. Interest shall continue to accrue till the License Fee and other dues are finally squared up. Such interest shall be charged from the due date if the payment of License Fee is not made by the due date with arrears, if any;
6. That the Licensee shall furnish towards Performance Security Deposit, a sum equal to 5% of the license fee amount payable for six months of License by way of Demand Draft / Banker's Cheque or Bank Guarantee (in Proforma provided in Annexure-IX, valid for One year from the date of signing of license agreement) in favour of Jaipur Metro Rail Corporation, Jaipur;
 7. That in the event of the Licensee committing any breach of the terms & conditions of this RFP or License agreement executed in pursuance to this RFP, Licensor shall without prejudice to other rights and remedies be entitled to forfeit the Security Deposit or any part thereof. In such an event the Licensee shall pay in the same manner as stated above such additional sum immediately as he may be called upon by Licensor to pay, so that the Security Deposit shall at all times during the continuance of this agreement, be for the same amount. On the expiration or earlier termination / of the License, the Licensor shall return the Security Deposit, to the Licensee, without interest;
 8. That the Licensee shall equip himself with all necessary permits, licenses and such other permissions as may be required under the law in force at any time with regard to the operation of the subject License;
 9. That the Licensor shall provide bare space for putting up of the standees. All other requirements as per the norms and conditions defined by the latest guidelines of local bodies shall be fulfilled by the Licensee, at its own cost and efforts as mentioned in scope of work with due approval from JMRC;
 10. That the Licensor shall not be responsible for any loss or damage caused to the Licensee on any accounts whatsoever;
 11. That the Licensor reserves to itself the right to change the location of the designated space for standees at any time and may at its discretion issue a notice to the Licensee to shift the standees to an alternative space within the premises within such period as stated in the notice. In such a case, the Licensee shall be bound to shift the standees within such time mentioned and accept the said alternate space / premises. If the Licensee fails to shift the standees to the alternative location within such time mentioned in the notice, the Licensor shall remove the standees for the location and store it elsewhere. The cost of removal and storage in such a case, will be charged to the Licensee. The decision of the Licensor with regard to the amount of cost of removal and storage shall be final;
 12. That the Licensee shall use the designated space only for the bona fide purpose as mentioned in the RFP and recitals in this Agreement, and for no other purpose;
 13. That the License may be terminated for reasons described in this RFP, issued by JMRC, preceding to this License Agreement;
 14. That in the event of any failure, negligence or breach, in the opinion of Licensor, on the part of the Licensee in complying with all or any of the conditions of the License agreement, Licensor shall be entitled and be at liberty to terminate the License forthwith and remove standees without payment of any compensation or damages and also forfeit in

full or in part the amount of Security Deposit submitted by the Licensee. Licensor 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 Licensee, and may additionally impose justifiable penalty upon the Licensee, which shall not necessarily be limited to the amount of Security Deposit;

15. That the Licensor and the Licensee further agree that they are bound by the terms and conditions of the RFP Document No. (including any corrigenda and/or addenda thereof.) In case of any conflict between the RFP Document No..... (including any corrigenda and/or addenda thereof) and this License Agreement, the latter shall prevail insofar as the spirit of the RFP is not affected thereby.

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

Authorised Signatory For Jaipur Metro Rail Corporation Ltd.	Authorised Signatory For _____(Licensee)

Witness:

- a) Name and Address
- b) Name and Address

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

ANNEXURE-VIII

FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF APPLICATION

Know all men by these presents, we, -----
.....(name of the bidder firm), having our registered office at-----
----- do hereby irrevocably constitute, nominate, appoint and authorise
Mr./Ms.-----son /daughter of Shri -----
--and presently residing at -----
-----, who is presently
employed with us and holding the position of -----, as our true
and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our
behalf, all such acts, deeds and things as are necessary or required in connection with or
incidental to submission of our bid for the **Selection of an agency for LICENSING OF
SHORT DURATION LIMITED ADVERTISEMENT RIGHTS FOR STANDEES AT JAIPUR METRO
STATIONS** including but not limited to signing and submission of all applications, bids and
other documents and writings, participate in bidders and other conferences and providing
information / responses to the Authority, representing us in all matters before the Authority,
signing and execution of all contracts including the Contract Agreement and undertakings
consequent to acceptance of our bid, and generally dealing with the Authority in all matters in
connection with or relating to or arising out of our bid for the said Project and/or upon award
thereof to us and/or till the entering into of the Contract Agreement with the Authority.

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

IN WITNESS WHEREOF WE, -----, THE ABOVE NAMED
PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____
DAY OF _____ TWO THOUSAND_____.

For-----

In presence of:

WITNESS (with full Signature, name, designation, address & official seal, if any)

(1) (2)
.....

Accepted:

Note:

1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, lay down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
2. This should be executed on non-judicial stamped paper, stamped in accordance with the stamp act.

ANNEXURE – IX

PROFORMA FOR BANK GUARANTEE FOR THE BID SECURITY

(to be submitted by the bidder along with bid & to be valid upto 120 days from the last date of bid submission)

To,
Chairman and Managing Director,
Jaipur Metro Rail Corporation Limited (JMRCL),
Khanij Bhawan, Udyog Bhawan Premises,
Tilak Marg, C-Scheme,
Jaipur-302005 (Raj).

Sir,

1. In accordance with your RFP for “LICENSING OF SHORT DURATION LIMITED ADVERTISEMENT RIGHTS FOR STANDEES AT JAIPUR METRO STATIONS” vide RFP No. RFP No. F.1(36)/JMRC/DCA/Revenue/Advertisement/2015-16/8 Dated: 25.01.2016, M/s. (Name & full address of the firm) (hereinafter called the “Bidder”) intends to submit a Bank Guarantee to participate in the said tender as mentioned in the RFP document.

It is a condition in the RFP document that the Bidder has to deposit Earnest Money amounting to Rs. _____/- (Rupees _____ only) in respect to the tender, with Jaipur Metro Rail Corporation, Jaipur (hereinafter referred to as “JMRC”) by a Bank Guarantee from a Scheduled Commercial Bank having its branch at Jaipur irrevocable and operative till 30 days after the bid validity date (i.e.150 days from the last date of bid submission). It may be extended if required in concurrence with the bid validity.

And whereas the Bidder desires to furnish a Bank Guarantee for a sum Rs. _____ (Rupees _____ only) to the JMRC as earnest money deposit.

And whereas the bidder has approached the(Bank) for such purpose.

2. Now, therefore, we the (Bank), a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertaking) Act. 1969 (delete, if not applicable) and branch Office at..... (Hereinafter referred to as the Guarantor) do hereby undertake and agree to pay forthwith on demand in writing by the JMRC of the said guaranteed amount without any demur, reservation or recourse.
3. We, the aforesaid bank, further agree that the JMRC shall be the sole judge of as to whether the Bidder has committed any breach or breaches of any of the terms costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the JMRC on account thereof to the extent of the Earnest Money required to be deposited by the Bidder in respect of the said RFP Document and the decision of the JMRC that the Bidder has committed such breach or breaches and as to the amount or amounts of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the JMRC shall be final and binding on us.
4. We, the said Bank further agree that the Guarantee herein contained shall remain in full force and effect until it is released by the JMRC and it is further declared that it shall not be necessary for the

- JMRC to proceed against the Bidder before proceeding against the Bank and the Guarantee herein contained shall be invoked against the Bank, notwithstanding any security which the JMRC may have obtained or shall be obtained from the Bidder at any time when proceedings are taken against the Bank for whatever amount that may be outstanding or unrealized under the Guarantee.
5. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, registered post or other electronic media to our address, as aforesaid and if sent by post, it shall be deemed to have been given to us after the expiry of 48 hours when the same has been posted.
 6. If it is necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this guarantee on the request of our constituent under intimation to you.
 7. The right of the JMRC to recover the said amount of Rs. _____/- (Rupees _____ only) from us in manner aforesaid will not be precluded/ affected, even if, disputes have been raised by the said M/s.(Bidder)and/ or dispute or disputes are pending before any court, authority, officer, tribunal, arbitrator(s) etc..
 8. Notwithstanding anything stated above, our liability under this guarantee shall be restricted to Rs. _____/- (Rupees _____ only) and our guarantee shall remain in force till 30 days of the bid validity period i.e. 120 days from the last date of bid submission and unless a demand or claim under the guarantee is made on us in writing within three months after the Bid validity date, all your rights under the guarantee shall be forfeited and we shall be relieved and discharged from all liability there under.
 9. This guarantee shall be governed by and construed in accordance with the Indian Laws and we hereby submit to the exclusive jurisdiction of courts of Justice in India for the purpose of any suit or action or other proceedings arising out of this guarantee or the subject matter hereof brought by bidder may not be enforced in or by such court.
 10. We hereby confirm that we have the power/s to issue this Guarantee in your favour under the Memorandum and Articles of Association/ Constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power/s and has/have full power/s to execute this guarantee under the Power of Attorney issued by the bank in your favour.

Place:

Date: (Signature of the Bank Officer)

Rubber stamp of the bank

Authorized Power of Attorney Number:

Name of the Bank officer:

Designation:

Complete Postal address of Bank:

.....

Telephone Numbers

Fax numbers

In presence of:

WITNESS (with full name, designation, address & official seal, if any)

(1).....	(2).....
----------	----------

.....
-------------------------	-------------------------

Note:

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

Executive Director (Corporate Affairs)
Jaipur Metro Rail Corporation
2nd Floor, RSIC Building,
Udyog Bhawan Premises, Tilak Marg, C-Scheme, Jaipur-302005.

ANNEXURE-X

FORMAT OF BANK GUARANTEE FOR PERFORMANCE SECURITY DEPOSIT

(to be submitted by the successful bidder at the time of agreement)

1. In consideration of Jaipur Metro Rail Corporation Limited, Jaipur (hereinafter called JMRC) having agreed to exempt _____ (hereinafter called the Selected Bidder) from the **demand of security deposit of Rs. _____ on production of Bank Guarantee for Rs. _____** for the due fulfillment by the Selected Bidder of the terms & conditions to be contained in a Lease Agreement signed pursuant to the RFP No. _____ dated _____ issued by JMRC for **LICENSING OF SHORT DURATION LIMITED ADVERTISEMENT RIGHTS FOR STANDEES AT JAIPUR METRO STATIONS** we, _____ (name of the Guaranteeing Bank, hereinafter referred to as “the Bank”) at the request of _____ (Selected Bidder) do hereby undertake to pay to JMRC, JAIPUR, an amount not exceeding Rs. _____, against any loss or damage caused to or suffered by, or which could further be caused to or suffered by, JMRC, JAIPUR, _____ by reason of any breach by the Selected Bidder of any of the terms & conditions contained in the said Lease agreement or RFP, or against any penalty imposed by JMRC on the Selected Bidder on such grounds.
2. We _____ (name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from JMRC, JAIPUR, stating that the amount claimed is due by way of loss or damages caused to or suffered by or which could further be caused to or suffered by JMRC, JAIPUR or by way of penalty imposed on the Selected Bidder by JMRC, on account of breach by the Selected Bidder of any of the terms & conditions contained in the Contract Agreement or RFP or by reason of the Selected Bidder’s failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of JMRC, JAIPUR, in these counts shall be final and binding on the Bank. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.
3. We _____ (name of the Bank) undertake to pay to JMRC, JAIPUR, any money so demanded notwithstanding any disputes raised by the Selected Bidder in any suit or proceeding pending before any court or tribunal relating thereto, our liability under the present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there-under and the Selected Bidder shall have no claim against us for making such payment.
4. We _____ (name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect immediately for a period of **one year from date herein** and further agree to extend the same from time to time so that it shall continue to be enforceable till all the dues of JMRC, JAIPUR, under or by virtue of the said agreement have either been fully paid and its claims satisfied or discharged, or till JMRC, JAIPUR, certifies that the terms & conditions of the Contract agreement and RFP have been fully and properly carried out by the Selected Bidder and accordingly discharges this guarantee.
5. We _____ (name of the Bank) further agree with JMRC, JAIPUR, that JMRC, JAIPUR, shall have the fullest liberty without our consent and without affecting in any manner our obligations here under to vary any of the terms & conditions

of the Lease agreement and to forbear or enforce any of the terms & conditions relating to the Contract agreement or RFP and we shall not be relieved from our liability by reason of any such variation or for any forbearance, and /or any omission on the part of JMRC, JAIPUR, or any indulgence by JMRC, JAIPUR, to the Selected Bidder or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Selected Bidder.
7. This guarantee shall be irrevocable and the obligations of the Bank herein shall not be conditional to any prior notice by JMRC, JAIPUR.

Place:

Date: (Signature of the Bank Officer)

Rubber stamp of the bank

Authorized Power of Attorney Number:

Name of the Bank officer:

Designation:

Complete Postal address of Bank:

.....

Telephone Numbers

Fax numbers

Note:

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

Executive Director (Corporate Affairs)

Jaipur Metro Rail Corporation

2nd Floor, RSIC Building,

Udyog Bhawan Premises, Tilak Marg, C-Scheme, Jaipur-302005.

ANNEXURE – XI

**ANNEXURE A TO ANNEXURE C AS PER INSTRUCTIONS OF CIRCULAR NO. 3/2013
DATED 04-02-2013 FINANCE (G&T) DEPARTMENT, GOVT. OF RAJASTHAN**

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

Any person participating in a procurement process shall -

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

Conflict of Interest:-

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

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

Annexure B : Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

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

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

Date:

Signature of bidder

Place:

Name

Designation:

Address:

Annexure C : Grievance Redressal during Procurement Process

The designation and address of the First Appellate Authority is **Dir (Corporate Affairs) JMRC, JAIPUR.**

The designation and address of the Second Appellate Authority is **MD, JMRC, JAIPUR.**

(1) Filing an appeal

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

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

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

- (2) The officer to whom an appeal is filed under para(I) shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within thirty days from the date of the appeal.
- (3) If the officer designated under para (1) fails to dispose of the appeal filed within the period specified in para (2), or if the Bidder or prospective bidder or the Procuring Entity is aggrieved by the order passed by the First Appellate Authority, the Bidder or prospective bidder or the Procuring Entity, as the case may be, may file a second appeal to Second Appellate Authority specified in the Bidding Document in this behalf within fifteen days from the expiry of the period specified in para (2) or of the date of receipt of the order passed by the First Appellate Authority, as the case may be.

(4) Appeal not to be in certain cases

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

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

(5) Form of Appeal

- (a) An appeal under para (I) or (3) above shall be in the annexed Form along with as many copies as there are respondents in the appeal.
- (b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
- (c) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorized representative.

(6) Fee for filing appeal

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

(7) Procedure for disposal of appeal

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

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

Appeal No of

Before the (First / Second Appellate Authority)

1. Particulars of appellant:

(i) Name of the appellant

(ii) Official address, if any:

(iii) Residential address:

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

(i)

(ii)

(iii)

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

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

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

6. Grounds of appeal:

.....
..... (Supported by an affidavit).

7.

Prayer:.....

.....

Place.....

Date

Appellant's Signature