

JAIPUR METRO RAIL CORPORATION LIMITED

(A Government of Rajasthan Undertaking) 2nd Floor, RSIC Building, Udhyog Bhawan, Tilak Marg, C-Scheme, Jaipur-302005 Website: www.jaipurmetrorao. Email: injgmrev@jaipurmetrorail.in

No. F.1(R-101/JMRC/DCA/REV/Strap Hanger/2017-18/605)

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To,

M/s Shalimar Advertisers, 13/9,(IIIrd Floor), Ajmal Khan Road, Karol Bagh, New Delhi- 110005

Subject: - Request for proposal (RFP/ToR) for licensing advertisement space on Strap Hangers inside 10 Metro Trains.

Dear Sir,

JMRC intends to engage your firm for licensing advertisement space on Strap Hanger inside 10 metro trains as per Term of Reference enclosed as Annexure-I.

You are, therefore, requested to submit accepted ToR along with annexures (Annexure-I,II, &III) and your financial proposal in Annexure-IV in dully sealed envelope within 10 working days from the receipt date of this letter/RFP.

(Pradeep Sharma)

Jt. General Manger (Revenue)

Encl:

1. Terms of Reference (Annexure-I)

2. Format of Agreement (Annexure-II)

3. Format of Bank Guarantee for Performance Security (Annexure-III)

4. Format of Financial Bid (Annexure-IV)



Annexure - I

Request for Proposal (RFP/ToR)

Subject: Licensing of advertisement space on strap hangers inside 10 metro trains

1. INTRODUCTION

- (i) Jaipur Metro Rail Corporation Limited (JMRC) is a Government of Rajasthan Undertaking, incorporated under the companies Act 1956, having its registered office at Khanij Bhawan, behind Udyog Bhawan Tilak Marg, C-Scheme, Jaipur (Rajasthan).
- (ii) JMRC started its commercial operations on its first line from Mansarovar to Chandpole (Phase 1A) from 3rd June, 2015 with the mission of providing safe, green, comfortable and fast mass rapid urban transit system to the capital city of Rajasthan.
- (iii) Phase 1A is of 9.6 KM 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.
- (iv) JMRC has contracted license for advertisement inside 10 Jaipur Metro Trains to M/s Shalimar Advertisers vide NTP No. F1(53)/JMRC/DCA/Rev/Advt/Train/ 2016-17/1916 dated 29.06.2017. The contract is valid upto 28.07.2020.
- (v) Jaipur Metro Rail Corporation (JMRC) invites offer from M/s Shalimar Advertisers for license of exclusive advertisement rights to display advertisement on strap hangers inside metro trains operating on Phase 1, in accordance with terms and conditions set forth in this terms of reference.

2. AVAILABLE SPACE

- (i) The number of trains available is 10. Out of these, at present, 6 trains are running at a time and one is kept in standby. On rotation basis, all the 10 trains are running. However depending upon operational requirements any number of trains may run in a day.
- (ii) Tentative details of advertisement space on strap hanger inside metro trains and calculation of available space is described in table below:

No. of	Total No. of Strap	Approx Area for	Minimum Area Available for	
Trains	Hangers	Advert. Per Strap		
		Hanger	Advert.	
10	2400	12 Ca Inah	28800 Sq Inch	
		12 Sq Inch	(200 Sq Ft)	



- (iii) The above space availability is tentative considering two side display, but the actual space can vary on the agreed design basis, and the monthly per sq. ft-will be charged on actual space used.
- (iv) The licensee shall be liable to pay the license fee for all the ten trains for minimum space available for advertisement to Jaipur Metro Rail Corporation Limited (JMRC) even if no advertisement is displayed in that month irrespective of number of trains being run in a month.

3. SUBMISSION OF BID

- (i) The technical bid is to be submitted in the ton of accepted ToR (Annexure-I) signed on each page. Annexure- II & Annexure III(blank) signed on each page are also to be submitted as part of technical bid.
- (ii) The financial bid should be submitted in prescribed format as per Annexure-IV.
- 4. AWARD OF CONTRACT, SIGNING OF LICENSE AGREEMENT & SECURITY DEPOSIT
 - (i) On receipt of proposal, JMRC will evaluate the proposal & negotiate with you, if required and after that issue a Letter of Acceptance (LoA).
- (ii) Upon receipt of the "LoA", you have to deposit following:
 - a) One copy of the LoA duly accepted signed and stamped by you authorised signatory within 10 working days from the date of issue of LoA.
 - b) Performance Security equal to 5% of the accepted annual license fee amount payable for the 1st year of the license, in the form of bank guarantee (Annexure III) from any scheduled bank/DD/Bankers Cheque of Scheduled Bank drawn in favour of Jaipur Metro Rail Corporation Ltd. The bank guarantee should remain valid for a period of 6 months (six months) beyond the date of expiry of the 'License Agreement'. The performance security is to ensure due performance of all obligations of the agency under the contract against an event of default by the agency and/or any material breach of its obligations there under. The performance security deposit shall be refunded after adjustment of outstanding dues, if any made in accordance with this contract, to the bidder on his application within one month after this site is handed over to JMRC at the end of full term of license period.

The Performance security can also be deposited in form of DD/Banker's Cheque of the scheduled Bank drawn in the favour of Jaipur Metro Rail Corporation Limited, payable at Jaipur. The security deposit shall not carry any interest during the tenure of the license.

(iii) Subsequent to acknowledgement of the 'LoA', submission of Performance Security Deposit, a demand to deposit license fee of first quarter shall be raised by JMRC.



- (iv) License Agreement on a non-judicial stamp paper of appropriate value as per Stamp Act, as per format at Annexure II shall be executed between the bidder and JMRC within 20 days of issue of Letter of Acceptance (LoA). The original copy of the Agreement shall be retained by JMRC and the copy of the same shall remain with Licensee.
- (v) The cost of Stamp Duty for execution/registration of License Agreement and any other related legal documentation charges/incidental charges shall be borne by the bidder only.
- (vi) The bidder shall not be entitled to seek any deviation, modification or amendment in the License Agreement.
- (vii) Till the signing of the License Agreement, the LOA shall form a binding contractual agreement between JMRC and the bidder as per terms of this TOR.
- (viii) If the bidder fails to deposit the required security deposits, or to execute the agreement within the specified period without any intimation to JMRC, such failure will be treated as a breach of the terms and conditions of the tender and may result in forfeiture of the security deposits, in part, or in full form the security deposit at the discretion of JMRC. Any request for extension of time for deposition of security deposits shall be made in writing with due request, at the discretion of JMRC may be accepted with imposition of penal surcharge as per following:

1	Working Days of payment from date of issue of LoA	Penal charges to be submitted in the form of DD / Bankers cheque (Non-refundable)
	Up to 10 days	Nil
	11stday to 15thday	Rs. 1000 Per day
	16 th day to 21 st day	Rs. 2000 Per Day

JMRC shall have the right to invoke and en-cash the amount of security deposit in whole or in part without notice to the Licensee in the event of breach of this Agreement or for recovery of liquidated damages or penalties.

JMRC shall reserve the right for deduction of JMRC dues from the Performance Security Deposit at any stage of agreement, i.e. currency / completion /termination./ surrender, against:

- a) Any amount imposed as penalty and adjustment for all losses/damages suffered by JMRC for any non-conformity with the terms and conditions of the agreement.
- b) Any amount for which JMRC becomes liable to the Government/Third Party due to any default by any employee/agent of the Licensee.
- c) Any payment/fine imposed under the order/judgment of any court/consumer forum or law enforcing Licensee or any person working on behalf of the Licensee.



- d) Any other outstanding JMRC's dues/claims, which remain outstanding after completing the course of action as per this License Agreement.
- (ix) JMRC shall retain the right to withdraw the LoA in the event of the bidder failure to accept the LoA within the limit specified. In that event, JMRC shall forfeit the Bid Security of the bidder. The bidder shall not seek any claim, compensation, damages or any other consideration whatsoever on this account.
- (x) In case of non-acceptance of LoA or non deposition of security deposit by the bidder, even after 30 days of issue of LoA and/or non signing of agreement within permissible time, JMRC shall cancel the LoA and action may be taken to award the contract to any else prospective

5. NOTICE TO PROCEED (NTP)

- (i) After submission of Performance Security, signing of the License Agreement and deposition of advance license fee of the first quarter, Notice To Proceed (NTP) shall be issued by JMRC for all the ten trains.
- (ii) Without affecting routine maintenance and operation more than two trains may be handed over at a time.
- (iii) Fixing, fitment and maintenance of the advertisement items in coach/ train shall be done at Mansarovar depot by the licensee under the supervision of authorised JMRC.
- (iv) Affixing or removing of advertisement media shall be undertaken in the Mansarovar metro train depot only, during any time depending upon the availability of the trains and under permit to work & supervision of authorised JMRC rolling stocks staff by PPIO on duty and as per job card issued by PPIO.
- (v) However, the licensee shall be permitted to undertake any emergency requiring attendance to the advertisement media (re-fixing etc) under supervision of authorised JMRC rolling stock staff.
- (vi) Even after issue of NTP, JMRC will have the right to suggest changes, as it may find necessary and compliance of all such changes and modifications shall be mandatory for the licensee.
- (vii) Even after issue of NTP, the work at site can be started only after clearance of all statutory obligations/ requirements.
- (viii) The Licensee shall be given a license free grace period of 30 (thirty) days from the date of issue of NTP for deployment of advertisements on at planned spaces.
 - (ix) If any approval is required to be taken from any local authority for display of any advertisement, the same is the sole responsibility of the Licensee. JMRC may assist in submission of application on written request from the Licensee.



6. SPECIAL CONDITIONS OF CONTRACT

6.1 Scope of License

- (i) The bidder shall have exclusive rights to display advertisement on strap hangers inside Jaipur Metro Trains, subject to the terms and condition specified in this RFP and subject to approval of JMRC.
- (ii) All the advertisements on strap hangers should present a pleasant and aesthetic view of the trains and no space shall bear a barren, deserted & shabby look.
- (iii) Only licensee or the person authorized 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 advertisement during the license period.
- (iv) The Licensee will sell display space on strap hangers in open market on its determined rates without any restrictions from JMRC.
- (v) The advertisement on strap hangers are only permissible under this contract. The licensee will not have any right of any other mode of advertisement at any place inside/outside metro premise except these advertisement rights on strap hangers inside metro trains. The licensee shall also have no advertisement rights outside the metro coaches/trains under this contract. JMRC shall have rights to award such rights to any other agency through separate contacts.
- (vi) There are additional stations under construction on extended section of the existing operational line of Phase 1A and likely to be commissioned & put under operation during the tenure of this license agreement. The trains extended on these sections/extensions shall also be part of the exclusive advertisement rights awarded to the licensee under this tender.
- (vii) The configuration of each train set may be modified by JMRC at any stage. JMRC may induct additional train sets in a given line or withdraw any train set from the service in a given line without giving intimation to the licensee.
- (viii) At present 6-7 trains are running on daily basis as per requirements. After operationalisation of Phase 1B or otherwise, the frequency and use of trains per day may decrease or increase as per JMRC requirements. However, all the 10 trains will be in use on rotation basis.

6.2 Rights and Obligations of the Licensee

The Licensee responsibility and duties shall include the following, in addition to and without prejudice to the other obligations under this agreement:

(a) To operate and maintain the licensed area at all times in conformity with this license agreement;



- To duly supervise, monitor and control the activities of contractors, agents etc. if any, (b) under their respective license agreement as may be necessary;
- (c) To take all responsible precautions for the prevention of accidents on or about the and provide all reasonable assistance and emergency medical aid to accident victims.

Hand Over of Space 6.3

On completion/termination of License Agreement, the Licensee shall remove the strap hangers without any damage to hangers of train. In case of any damage to hangers, the same will be adjusted from the security deposit.

Other Terms and Conditions 6.4

- The GCC (General Conditions of Contract)/SHE Manual (Safety, Health & (i) Environment Manual) of JMRC as available on JMRC website www.jaiprmtrorail.in are part to this RFP process and are applicable as a whole on this TOR process & pursuant contract agreement. However, whenever the provisions contained in this TOR document are in conflict with the GCC/SHE Manual, the provisions contained in the TOR document shall prevail. Bidders are advised to carefully read the GCC /SHE Manual uploaded on the Corporation website.
- The licensee will ensure safety and security of the strap hangers and other related installations. 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.
- The Licensee shall use the space allotted, only for the purpose indicated in this Agreement and for no other purpose whatsoever. Any change in usage may be permitted only on approval of the competent authority of the Licensor. The JMRC reserves the right to penalize the Licensee upto Rs.5000 for every occasion, where there has been misuse.
- The advertising rights for strap hangers will vest with the licensee only. Any persons (iv) wishing to advertise in the above mentioned strap hangers will have to deal directly with the licensee and JMRC will have no dealing in this regard. At no time sub-letting of rights for advertisement to other advertising agencies/outdoor agencies, out of home advertising agencies, etc. would be permissible under this agreement.
- This License contract does not entitle Licensee or its representatives to have any free (v) access to the paid / concourse / platform area or to the paid parking area. Entry / Exit in paid area of stations shall be chargeable as per applicable policy through JMRC smart card with ID proof.
- Sub letting of the contract is not permissible. The licensee can only use the (vi) advertisement spaces for display of the advertisements of the third party.



(vii) A fine of Rs. 5,000 per week / offence can be imposed by JMRC on the Licensee on the following offenses:

a.	Any staff of Licensee found in drunken condition/indulging in bad conduct
b.	Any staff of the Licensee found creating nuisance on duty.
c.	Improper maintenance & defacement of the Metro Property.
d.	Dishonor of Cheques and Drafts submitted by Licensee to JMRC.
e.	Misbehavior with staff and commuters of JMRC.
f.	Not following safety and security norms as may be indicated by authorized representative of JMRC.
g.	Utilizing advertisements at locations other than that approved by JMRC

- (viii) At present, JMRC is not liable to share its revenue or pay any tax /license fee for advertisements on strap hangers inside JMRC Metro trains with /to local bodies including Jaipur Nagar Nigam, etc. However, if JMRC becomes liable to share revenue or pay any tax / license fee with / to local bodies from advertisement inside Metro trains in future, then JMRC shall deposit the due share to local bodies out of its own funds. Licensee shall not be liable to part with any additional amount on this account.
 - (ix) Apart from Municipal /Advertisement Taxes, all other taxes including GST & all other statutory dues, where applicable, shall be borne solely by the licensee without any contest. The Bidder indemnifies JMRC from any claims that may arise from the statutory authorities in connection with this License.
 - (x) The Bidder will not ask for any claim or compensation from JMRC if advertisements are not permitted due to Court Order / local laws / civil authorities.
 - (xi) Licensee shall keep and maintain the advertisement on strap hangers in neat and clean condition and in safe & sound manner during the currency of License Agreement all the time of License tenure.
 - (xii) Fixing, upkeep, cleaning and maintenance of advertisement on Strap Hangers shall be the responsibility of the licensee. The licensee will ensure that the advertisement on Strap hanger are kept in good and safe condition and the faded advertisement are changed in time, during all the time of contract period.



- (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 advertisement on strap hangers 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) The Agency shall nominate a Manager/ Supervisor whose scope of services shall be as follows:
 - a) To interact with nodal JMRC representative to bring clarity in understanding of spaces, to coordinate and implement decisions taken.
 - b) Supervise the operations in the said premises / equipments.
 - c) Adhere to the quality standards as applicable to the said installations.
 - d) To be responsible for cleanliness and hygiene in the said Premises and to ensure at the services are conducted in clean, proper and efficient manner.
 - e) To ensure that fire detection and suppression measures were installed inside his premises and kept in good working condition.
- (xvii) The metro operations, safety & security are to be given top priority. All installation activities are to be done with extra precautions and under the supervision of its responsible executive and advance intimation to JMRC's nodal officer for arranging Permit to Work (PTW).
- (xviii) The advertisement on strap hangers should be installed within the dimensions after approval demarcated by JMRC at site for the purpose. The installation activities and material shifting is to be arranged by the bidder from outside the metro station.
- (xix) JMRC shall not be responsible in any way for loss or damage by any means caused to the advertisement on strap hangers.
- (xx) The Licensee shall keep in mind applicable rules and regulations and instructions issued from time to time while occupying the allotted Space. JMRC will be free to take action against the Licensee for violating the same.
- (xxi) The Licensee shall ensure that proper care is taken under skilled supervision during installation / maintenance of advertisements so that no damage is caused to JMRC assets or premises.
- (xxii) The Strap hangers will be handed over by JMRC on "as is where is" basis. That the



Agency will have to make panels, frames fixtures etc. as per requirements. The Agency shall install its own fixtures after duly obtaining all necessary approvals from JMRC, permissions and licenses from Statutory/ Authorities on its own cost and expense.

- (xxiii) Except advertisement frame, fixture, no display equipment will be allowed.
- (xxiv) In case of any damage to JMRC property during installation, for actual costs whatsoever for restoration to its original position will be recovered from Performance Security Deposit of the Agency and same will not be challenged in whatever manner.
- (xxv) Any damage to JMRC assets during execution and operation of this contract shall be the responsibility of the agency and shall be rectified by the agency at its own cost on top priority with intimation to Jaipur Metro. Failure to comply the same in reasonable time may attract penalty to agency @ 10 times of the maintenance cost or more as assessed by JMRC as per site condition.
- (xxvi) Activities by agency during execution and maintenance of this contract may harm or cause accident to public and commuters of Jaipur Metro, it will the sole liability of the agency. The Licensee shall indemnify JMRC from / against any claims in such incidence.
- (xxvii) JMRC Employees and / or personnel authorised by it / Fire Officer / authorized personnel will have unfettered access to the premises, for inspection / checking of fire detection and suppression measures etc. The instructions issued by the JMRC's fire officer shall be obeyed fully without any demur. Any costs associated with carving out the instructions of the authorised personnel of JMRC will be borne solely by the licensee.
 - (xxviii)That the overall control and ownership of the premises shall remain vested with JMRC who will have the right to inspect premises as and when considered necessary, with respect to its bonafide use and in connection with fulfillment of the other terms and conditions of the License agreement. If any fixture or utility relating to operation of metro rail is running through the area Licensed, proper precautions as advised by JMRC will be taken by licensee. The loss due to obstruction so caused on the business of the licensee will not be borne by JMRC.
 - (xxix) The licensee shall submit details along with contact number of their authorised representative(s) who shall be available at a short notice for inspection of advertisement spaces. In the absence of licensee's representative, inspection shall be done by JMRC and it shall be final and binding to the licensee.
 - (xxx) Inspection will be conducted by JMRC officials at regular interval. Discrepancy noticed or instructions issued by JMRC shall be rectified/complied with by the Licensee within a period of 7 days, failing which, JMRC reserves the right to impose fine up to Rs. 2,000/- per instance of violation per week per Train. Deliberate or



willful non-compliance of JMRC written instructions for a period of 10 days shall constitute Material breach and Licensee Event of Default, which shall entitle JMRC to forfeit Interest Free Security Deposit/Performance Security in part or in full and or terminate the License Agreement after giving 90 days notice to the Licensee.

- (xxxi) Agency shall ensure a high standard of hygiene and cleanliness so as to enhance JMRC's image. Any physical damage or injury to the commuters or JMRC employee's to lapse on the part of the Agency will be the sole responsibility of the Agency only and JMRC will have no legal obligations or liability towards the injured.
- (xxxii) That the agency shall bear the cost of day-to-day repairs and maintenance at the advertisement. All major repairs due to constructional defects, if any, shall be the responsibility of JMRC.
- (xxxiii) Licensee shall not have any claim for compensation or damages, in case of delay in handing over advertisement spaces on any trains to licensee.
- (xxxiv)No political advertisement shall be displayed /posted at the space provided on lease for commercial advertisement during the period of Model code of Conduct, If there is any political advertisement in the provided space, the same shall be removed immediately on enforcement of the Model Code of the Conduct.

6.5 DURATION OF CONTRACT

The tenure of the exclusive advertisement rights through license agreement as prescribed in this RFP will be upto the validity date of the main contract for licensing of advertisement rights inside metro trains, awarded vide NTP No. F.1(53)JMRC/DCA/Rev/Advt/Train/2016-17/11 dated 03/01/2017 except that the agreement may also be terminated earlier in accordance with the terms of this RFP.

6.6 VARIATION IN THE ADVERTISEMENT SPACE

JMRC may, if deemed necessary by its sole discretion, withdraw any of the advertisement location for any requirement from any of the train(s) for the safety of the passengers and smooth functioning of the metro operations, or for any other reasons. In such cases there shall be a pro-rata reduction in license fee for that train(s), and the license shall not have any further/claim compensation in this regard.

6.7 STATUTORY OBLIGATION/INDEMENITY AND INURANCE

- (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.
- (ii) 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.

- (iii) 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 scheme at its own cost.
- (iv) Upon JMRC's request the licensee shall submit to JMRC, suitable evidence that the foregoing insurance policy or policies are in effect. In the event of the default, i.e. avoiding the insurance cover or otherwise, the agency agrees and undertakes to indemnify and hold JMRC harmless against any and all liabilities, losses, damages, claims, expenses suffered by JMRC as a result of such default by the agency.
- (v) The advertisement(s) on strap hangers in metro trains 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 Metro railways (Construction of Works) Act 1978 and Metro Railway (Operation and Maintenance).
- (vi) 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 bidder and the corporation would not make any payment on this account. In case, the bidder fails to comply with any statutory / taxation liability under appropriate law, and as 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 bidder, to the extent of the loss or obligation in monetary terms and licensee shall reimburse the security deposit to that extant within 30 days of such debit by JMRC.
- (vii) 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 Bidder will also be required to take, prior approval from all the relevant authorities as per the applicable laws of the land for operation of business. If any fine / penalty is imposed on JMRC due to non availability of any such approval(s), the same shall be recovered from the security deposit of the licensee and licensee shall reimburse the security deposit to that extant within 30 days of such debit by JMRC.
- (viii) The licensee must strictly comply with all the provisions of The EPF Act 1952, The ESI Act, Minimum Wages Act 1948, Labour Laws & regulation in force including



but not limited to the Contract Labour (Regulation & Abolition) Act-1976 including any subsequent amendment thereof and the rules made there under as per prevalent Government orders and ensure timely payment under these Acts. Failure to comply these acts shall attract penalty as per provisions. Licensee shall indemnify JMRC for any loss and damages suffered due to violation of its provision.

- (ix) The Licensee hereby undertakes to discharge all statutory obligations and liabilities in connection with employment of its personnel in the said premises. Licensee hereby indemnifies JMRC against any liability arising in connection with the employment of its personnel in the said premises by Licensor.
- (x) Licensee shall ensure that licensee and its employees or other persons involved in the execution of the work does not in any way impinge on the safety and security of metro operations, safety & convenience of commuter, safety of metro properties and its assets.
- (xi) The Licensee shall indemnify JMRC from any serious accident caused due to negligence of the Licensee, resulting in injury, death to commuters or JMRC employees or loss to JMRC property during the currency of license agreement.

6.8 PAYMENT TERMS OF LICENSEE FEE

- (i) The bidder shall pay the quarterly license fee to JMRC, for first year at the rate quoted in the Financial Bid / BOQ and approved by JMRC. The rate of annual increment in license fees shall be @6 % per annum on annual compounding basis. Therefore Quarterly license fee for subsequent years shall be payable by the bidder on the rates compounding accordingly.
- (ii) The bidder shall be liable to pay agreed license fee for all the ten trains handed over, as per Clause 2(ii)
- (iii) Payment of license fee shall commence after 30 days from the date of issue of Notice to Proceed (NTP), even if more time is required by the licensee to complete installation & fabrication activities. However, if bidder wants to commission services working or wants to put even a single advertisement on strap hanger before expiry of 30 days, the Licensee may be permitted to do so subject to the payment of License Fee and other recurring charges becoming due for all the trains from the day of commissioning.
- (iv) If the initial rent date, i.e., 31st day of the NTP commences after the 1st date of any month of the first quarter, then the License fee for next quarter (quarter according to financial year) shall be calculated on a pro-rata basis.
- (v) Accordingly, from next quarter, the payment of License fee including all other recurring charges shall be made in advance, to JMRC, for each quarter, latest by 25th of the month preceding the quarter without waiting for formal invoice from JMRC.



- (vi) For each train, in case of delay in payment of License Fee interest @ 2% per month will be calculated on the outstanding amount for delay less than 7days and @ 3% per month for entire period in case of delay of more than 7 days.
- (vii) Any delay in payment beyond 7 days shall be considered as a default and such third default may result in termination of this license agreement at the discretion of JMRC.
- (viii) In addition to License Fee etc., Licensee is liable to pay necessary GST and all other Central & State Government taxes, as applicable from time to time.
 - (ix) 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.
 - (x) In case payment is not made by due date, a 7 day notice to remind to clear outstanding dues shall be issued with a caution notice that in the event of failure to clear all the dues with interest, a termination notice shall be served within 15 days from the due date to the Licensee, for payment of all dues.
- (xi) Any representation or any request by the Licensee shall only be entertained if the Licensee deposits 100% dues as per issue / demand within 7 days of issue of termination notice with applicable interest. No opportunity of any kind will be given in the matter after expiry of termination notice and the contract shall be liable to be terminated.
- (xii) The licensee shall vacate the licensed space by taking away all his articles and hand over the licensed space to authorised officer of JMRC before last date of termination notice otherwise JMRC shall have the right to seize these material. Unauthorized occupancy charges will be levied after 15 days Grace Period from the date of termination order.
- (xiii) In no case payments shall be allowed to remain outstanding for a maximum period of three months. If any stage, the dues remain outstanding for the period of more than three months, the License agreement shall be terminated.

6.9 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 sides.

6.10 BREACH OF CONTRACT/LICENSE AGREEMENT

- i) The Licensee shall abide by the terms and conditions of this TOR 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 dispatch in case of delivery by registered post, whichever is earlier.

6.11 TERMINATION OF CONTRACT AGREEMENT

- (i) JMRC reserves the right to terminate the Agreement by giving 3 (Three) months advance notice in writing to the Agency, 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. In this instance, the advance performance security deposit and advance license fee deposited with JMRC shall be refunded after adjusting the dues, if any.
- (ii) The Agency shall have the right to terminate the Agreement during the term by giving 3 (Three) months advance notice in writing of his / her / their intentions after initial lock-in period of 2 years. In such cases, the advance performance security deposit shall be refunded after payment of the license fee dues, if any.
- (iii) In case, Agency wants to give notice for termination of the license agreement within initial lock-in period of 2 years, the licensee shall give 4 months prior intimation to JMRC before completion of defined lock-in period. e.g. (In case lock-in period is of 2 years, prior intimation will be given after 1 year & 8 month). In such a case, the advance performance security deposit shall be refunded after payment of the license fee dues, if any. On expiry of the said period the agreement shall stand terminated.

In case, the termination notice is not given as above, the advance performance security



deposit and advance charges paid will stand forfeited in favour of JMRC, after adjustment of outstanding dues, if any, payable to JMRC.

If the licensee is desirous of terminating the license after expiry of lock in period without serving any prior intimation period or shorter intimation period than 4 months, the agreement shall deemed to be terminated on completion of such improper intimation period. In such case, the advance performance security deposits shall be refunded to the licensee after adjustment of license fee for period shorter than 4 months (notice period) and outstanding dues, if any.

The license agreement shall deemed to be terminated on the date mentioned in termination/surrender notice, subject to confirmation by JMRC only on submission of the "no dues certificate" issued by the authorised representative of the JMRC, will any amounts due, if any, other than the performance security deposit and advance quarterly license fee, will be relicensed to the agency.

- (iv) In any of the above case(s), balance outstanding dues, if any, are more than advance Performance Security Deposit, shall be recoverable from the licensee before licensee is permitted to remove their establishment(s) or else JMRC will seize their property. JMRC shall be free to dispose-off the property / goods in whatsoever manner as it deems fit. Licensee shall have no claim for compensation or consideration / damages.
- (v) 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) Each party shall not use each other's name, trademark, brand name, logo, etc. in any audio or visual form after termination of this Contract.
 - (d) The expiration or termination of the Contract for any reason whatsoever shall not affect any obligation of either party having accrued under the Agreement prior to the expiration or termination of the Contract and such expiration or termination shall be without prejudice to any liabilities of either party to the other party existing at the date of expiration or termination of the Contract.

6.12 PROHIBITED 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 Deposits, if available, as mutually agreed genuine preestimated 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 6.12(i) herein above and the rights and remedies which the Authority may have under the LOA or the Agreement, if the bidder or 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 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, to be decided by JMRC.
- (iii) For the purposes of this Clause 6.12, the following terms shall have the meaning hereinafter respectively assigned to them:
 - (a) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process for this RFP;
 - (b) "fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process for this RFP;
 - (c) "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any 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.



7. CONCILIATION, ARBITRATION & JURISDICTION

- i) In the event of dispute or difference arising between JMRC and the Licensee 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 authorized representatives of the Licensee and JMRC.
- If the dispute is not settled amicably, the matter shall be addressed by the ii) 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 CMD, JMRC would appoint the sole arbitrator. However, failing to any agreement on the appointment of sole arbitrator, three arbitrators shall be appointed. In such case, each party shall appoint one arbitrator and the two appointed arbitrators shall appoint the third arbitrator who shall act as preceding arbitrator. The decision of arbitrator(s) shall be final & biding 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 as amended from time to time shall apply. The language of arbitration shall be in English.
- 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.

8. 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) continuing beyond a period of 3 months, either party shall have the option to cancel the contract for the reason of any or all of the Force-Majeure condition(s) notified as above. Further, 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 Licensee 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 and such resumption shall be given effect through a written notice of information sent to other party. It is expressly agreed that Licensee's ability to do business or provide services to a third party at a more advantageous price or Licensee's economic hardship shall not constitute a force majeure event.

TOR Accepted

Signature with seal M/s Shalimar Advertisers



Annexure II

FORMAT OF LICENSE AGREEMENT

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 "LISENSOR" of the
one part, represented by (name and designation of representing
officer), JMRC Jaipur, (which term shall, unless excluded by or repugnant to the context, be
deemed to include its heirs, representatives, successors and assignees.)
And
(Name of the bidder) represented by
(Name and designation of representing officer) 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 Exclusive Advertisements Rights
to display advertisement on strap hangers inside Jaipur Metro Trains
WHEREAS the licensee is desirous to undertake license for exclusive advertisement rights to
display advertisement on strap hangers inside Jaipur Metro Trains, on the terms & conditions
mentioned hereunder and has approached the licensor for the purpose;
AND WHEREAS the JMRC is agreeable to grant the license;
NOW, THEREFORE, this indenture witnessed:
1. The following documents hereto shall be deemed to form an integral part of this Agreement:
(i) The Letter of Acceptance (LoA) issued by the Corporation in favour of the Agency.
(ii) Addendum and/or corrigendum to the TOR/RFP document if issued by the corporation.
(iii) The ToR/RFP Document (RFP No)
dated in it's entirely along with its Annexures, Appendices etc.
(iv) General Condition of Contract of JMRC.
(v) Safety, Health and Environmental (SHE) Manual of JMRC.
In case of any conflict in the interpretation the provisions and documents shall
prevail in the order or their place in the list above.
2. That the license for the said exclusive advertisement rights shall be valid upto
or validity date of main contract for advertisement inside Metro Trains except that the
agreement may also be terminated earlier in accordance with the terms of this RFP.
Signature and seal of Ridder Page 19



- 3. That the remaining period of license for advertisement inside 10 metro trains with M/s Shalimar Advertisers (RFP No F1(53)/JMRC/DCA/Rev/Advt/Train/ 2016-17/11 dated 03.01.2017) will be initial lock-in period for this license before which it cannot surrender the license failing which its security deposits and advance license fee shall be taken over (forfeited) by JMRC.
- 4. That the License shall be granted for advertisement on bare sites on as is where is basis and commissioned by the licensee at its own cost by fixing advertisements on strap hangers as per JMRC norms.
- 5. That the Licensee shall have exclusive advertisement rights on strap hangers inside Jaipur Metro Trains operating between Nine Metro station of Phase 1, on the terms & conditions mentioned in the license agreement.
- 6. That the exclusive advertisement rights shall be provided for 10 Trains as detailed in the clause 2.1 of the RFP.
- 7. That in consideration, licensee shall pay to the licensor every quarter License Fee, latest by 25th of the month preceding the quarter, a sum as under:
- 8. That The License fee for the first quarter including all other recurring charges shall be paid within 30 days of issue of Letter of Acceptance (LoA).
- 9. 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.
- 10. That in case of default / delay in payment of License Fee interest @ 2 percent per month will be calculated on the outstanding amount for delay less than 07 days and at 3% per month for more than 07 days.
- 11. That any delay in payment beyond 07 days shall be considered as a default and such third default may result in termination of this license agreement at the discretion of the licensor.

12. That the licensee has paid towards performance security	deposit, a sum of Rs
(Rupees	only) by way of a
demand draft / Banker's cheque / Bank Guarantee No.	Dated
in favour of Jaipur Metro Rail Corporation	n, Jaipur.

13. 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 licensor to pay, so that the security deposit shall at all time 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.

- 14. 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.
- 15. 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.
- 16. That the Licensor shall not be responsible for any loss or damage caused to the Licensee on any accounts whatsoever;
- 17. That the license may be terminated on any of the conditions as mentioned in RFP No.

 Dated ______ issued by JMRC, preceding this license agreement.
- 19. In witness whereof, the parties hereto have caused this agreement to be signed in their respective names ad of the day and year first above written.

Authorised Signatory

Authorised

Signatory

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For Jaipur Metro Rail Corporation Ltd.

For

(Licensee)

Witness:

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

Note: This agreement should be executed on non-judicial stamped accordance with stamp act



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Annexure III

$\frac{\textbf{FORMAT OF BANK GUARANTEE FOR PERFORMANCE SECURITY}}{\underline{\textbf{DEPOSIT}}}$

This A	greement is made on this day of two thousand
the pro Udyog "LISEN designa	en Jaipur Metro Rail Corporation Limited (JMRC), a Company Incorporated under ovisions of the Companies Act, 1956 having its corporate office at Khanij Bhawan, Bhawan Premises, Tilak Marg, C-Scheme, Jaipur, hereinafter called the NSOR" of the one part, represented by (name and ation of representing officer), JMRC Jaipur, (which term shall, unless excluded by agnant to the context, be deemed to include its heirs, representatives, successors and ees.)
	And And
	(Name of the bidder) represented by
	(Name and designation of representing officer) of
the other	er part, hereinafter called the "LICENSEE" (which term shall, unless excluded by
or repu assigne	gnant to the context, be deemed to include its heirs, representatives, successors and ees.)
WHER	EAS Licensor is entitled in Law to grant License for Exclusive Advertisements
	to display advertisement on strap hangers inside Jaipur Metro Trains
WHER	EAS the licensee is desirous to undertake license for exclusive advertisement
rights to	to display advertisement on strap hangers inside Jaipur Metro Trains, on the terms litions mentioned hereunder and has approached the licensor for the purpose;
	WHEREAS the JMRC is agreeable to grant the license;
	THEREFORE, this indenture witnessed:
	We, (name of the guaranteeing bank,
	hereinafter referred to as "the bank") at the request of
	(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 bidder of
	any of the terms & conditions contained in the said license agreement or RFP, or against any penalty imposed by JMRC on the bidder on such grounds.
2.	We (name of the Bank) do .
	hereby undertake to pay the amounts due and payable under this guarantee without
All Markets to	any demur, merely on a demand from JMRC, JAIPUR, stating that the amount

Signature and seal of Bidder



claimed is due by way of loss of 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 bidder by JMRC, on account of breach by the bidder of any of the terms & conditions contained in the contract agreement or RFP or by reason of the 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 the 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

- further agree with JMRC, Jaipur, that JMRC, Jaipur, shall have the fullest liberty without our consent and without affecting in any manner our obligations here under to vary any of the terms & conditions of the License agreement and to forbear or enforce any of the terms & conditions relating to the Contract agreement or RFP and we shall not be relieved from our liability by reason of any such variation or for any forbearance, and/or any omission on the part of JMRC, Jaipur, or any indulgence by JMRC, Jaipur, to the 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 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.

(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 Stamp 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 ob Bank Guarantee, mentioning Bid reference, Bid title and bidder name, directly to JMRC at the following address:

Director Corporate Affairs
Jaipur Metro Rail Corporation Ltd.,
2nd Floor, RISC Wing, Udyog Bhawan,
Tilak Marg, C- Scheme, Jaipur – 302 005.



Annexure IV

FORMAT OF FINANCIAL BID

Tender Inviting Authority: CMD, JMRC

Name of Work: Licensing of advertisement rights on Strap Hangers in Jaipur Metro Trains

Contract No.: F.1(R-101) JMRC/DCA/REV/(strap hangers 2018/19/____Dated:__,2018

S.No	Item Description	Unit No. of Strap Hangers	Base Rate per sqft./per month	Quoted Rate in Figures (per seq. Ft/Month)Rs.	Quoted Rate in words (per seq. Ft/Per month)
[1]	Licensing advertisement on	[3]	[4]	[5]	Rs.
	Strap Hanger in Jaipur Metro Trains	2400	Rs. 121.78		regionale il decorposate directo a suspensión de la company

Terms and Conditions:

- 1. The GST or any other tax applicable on the License Fees, as levied by the Govt., shall be borne by the Licensee (Bidder).
- 2. All the terms and conditions of TOR are accepted.

Date	
Place	

Signature
Name
Designation
Seal of Authorised Signatory

1.