



JAIPUR METRO

JAIPUR METRO RAIL CORPORATION LIMITED

2ND FLOOR, WING-A, ADMIN BUILDING,
METRO DEPOT, BRIGHU PATH, MANSAROVAR, JAIPUR-302020

EMAIL: jgmadm@jaipurmetrorail.in

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No. F.1 (A-627)/JMRC/DC/Voice Advertisement/2019-20/4206

Date: 11 SEP 2019

To,

M/s DB Corporation Limited (Radio Division),
D-143, Sector-63,
Noida (UP)-201301
(Mob. No.- 9311158344)

Sub.: Short-term License to play audio at Nine Jaipur Metro Stations.

JMRC is having nine metro stations on its Phase-1A project. JMRC is planning to arrange playing of audio clips of MYFM during the idle period of station announcement on its metro stations as a pilot project.

Accordingly, please find herewith attached Terms of Reference (ToR) (Annexure-A) and Financial offer (Annexure-B).

You are requested to submit your proposal for the above as per Annexure-A (ToR) & Annexure-B (Financial offer).

Encl.: As above


Jt. General Manager (Administration)

Terms of Reference (TOR)

Subject: Short-term license to play promotional audio clips at Jaipur Metro Stations.

1. OBJECTIVE:

To create customised non-frequency based pre-recorded Radio establishment (Instrumental Music Piece/ Programme) and play on air at all stations of Jaipur Metro, as promotional activities.

2. TIME SLOT:

| S. No. | Activity | Time Band | Remarks |
|--------|------------------------|--|---|
| 1. | Playing of Audio Clips | 04 minutes out of every 10 minutes of station announcement | The format of audio clip shall be as per requisite of JMRC announcement system (CSS-PIDS/PAS) |

3. TERMS & CONDITIONS:

- (i) The License shall be for three months from the date of notice to proceed (NTP) & extendable to next 01 month.
- (ii) Before issue of Notice to Proceed (NTP), one day live trial without any cost of either party (JMRC or License) will be done and after successful completion of trial, NTP shall be issued.
- (iii) The content and operation shall be under the absolute control of JMRC.
- (iv) The content of the play shall be Indian music / Rajasthani folk, western music/humour capsules, etc.
- (v) The content to be played shall have prior approval of JMRC.
- (vi) Agency is likely to provide about 20 audio files. The file would be played for at least 01 month i.e. addition/ amendment of files may be allowed once a month.
- (vii) During trial, priority shall be for operation's requirement.
- (viii) Audio clips/announcements shall be played at concourse level & one platform of metro stations.
- (ix) Agency shall make available technical personnel as per requirement.
- (x) Priority for maintenance activity of O&S/S&T shall prevail.
- (xi) The time slot shall be provided by JMRC as per suitability and availability.
- (xii) The audio content to be played on should not interrupt/interfere the JMRC routine announcement.
- (xiii) JMRC shall reserve the rights to stop the content at any interval without providing any reasons.

- (xiv) In case, due to requirement of JMRC, the contents are not played for more than 3 days continuously, rebate in license fees on prorata basis shall be given to the agency.
- (xv) The agency shall be allowed to broadcast advertisements during the period. However, it should not more than 50% of total content.

4. TERMINATION OF CONTRACT:

The services can be terminated by JMRC before completion of contract duration giving 07 days advance notice in case services are not found satisfactory or in case of work exigencies. Similarly, the agency can also terminate the contract giving 07 days advance notice.

5. NOTICES:

Any notice, invoice or other communication required or permitted shall be given in writing/ email to the other party at that party's address specified hereunder or as communicated in writing to the other party from time to time.

6. DISPUTE RESOLUTION:

- (i) Any matter or dispute or difference of whatsoever nature arising under, out of or in connection with this Agreement (collectively "Dispute") between the parties shall be first attempted to be settled by mutual discussions and failing settlement within a month of initiation of the discussion the disputes shall be referred to arbitration to be conducted by a sole arbitrator who shall be appointed by the Managing Director of JMRC and any decision made by the arbitrator shall be final and binding on the parties hereto. The Arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 and the venue of Arbitration shall be Jaipur. Pending the submission to the arbitration and thereafter, until the Arbitrator publishes his award, the parties shall, except in the event of termination of this agreement, continue to perform all their obligations under this agreement, without prejudice to any final adjustment to be made in accordance with the award of the Arbitrator.
- (ii) All disputes are subject to exclusive jurisdiction of Jaipur Courts only.

TOR as above Accepted

Signature of Authorised Signatory

Name:

Designation:

Encl.: Financial offer (Annexure-B)

To,

Director (Corporate Affairs),
Jaipur Metro Rail Corporation Ltd.,
JAIPUR.

Financial Offer

Sub.: Short-term license to play promotional audio clips at Nine Metro Stations.

Ref.: JMRC letter no. _____ dated _____

With reference to the above referred letter, following is the financial offer of payment to JMRC for the short-term permission to play audio at Jaipur Metro Stations.

| S.No. | Description | Monthly Fees (₹) (Excluding GST) |
|------------------------|--|-------------------------------------|
| [1] | [2] | [3] |
| 1. | Audio Clip for 04 minutes out of every 10 minutes | |
| Rupees (in words)..... | | |

The above mentioned rates in column (3) are inclusive of all taxes except GST. GST is to be paid extra on admissible rates.

All the terms & conditions shall be as per Annexure 'A' of your letter enclosed herewith.

Yours Sincerely,

(Authorised Signatory)

Encl.: Accepted/ unequivocally signed copy of TOR (Annexure-A).

Authorised Signatory