

**REQUEST FOR PROPOSAL
FOR DEVELOPING SHORT FILM**



JAIPUR METRO

Jaipur Metro Rail Corporation Ltd.

2nd Floor, Admin Building, Metro Depot,

Bhriagu Path, Mansarovar, Jaipur-302020

Website: www.jaipurmetrorail.in

CIN: U60221RJ2010SGC030630

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DISCLAIMER

The information contained in this Request for Proposal document (“RFP”) or subsequently provided to Bidders, whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisers, is provided to Bidders on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

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. Jaipur Metro Rail Corporation (JMRC) desires to engage a reputed well established, experienced and a professional agency for "**Developing of short film**" for promotion of activities of JMRC.
- 1.2. JMRC hereby invites online bids from eligible bidders for engagement of their services for a period of one year through this RFP.
- 1.3. The complete bid document can be downloaded for online submission from the state e-procurement website <https://eproc.rajasthan.gov.in> and the interested bidders will have to submit their offer in electronic formats both for technical and financial proposal on this website with their digital signatures. The complete bid document can also be seen on Corporation's website www.jaipurmetrorail.in, www.transport.rajasthan.gov.in/jmrc and state procurement portal www.sppp.rajasthan.gov.in.
- 1.4. To participate in online tenders, bidders who wish to participate in this bidding process must register on <https://eproc.rajasthan.gov.in>, as per the Information Technology Act, 2000, Bidders will have to obtain Digital Signatures (class 2 / class 3 category) issued by a licensed Certifying Authority for e-tendering portal. Bidders who already have a valid Digital Signature Certificate need not obtain a new Digital Signature Certificate. This DSC will be used to sign the bids submitted online by the bidder. Unsigned tenders will not be entertained and will be rejected outright.
- 1.5. Schedule to the invitation of Bids:

S.No.	Item	Particulars
a)	Designation and address of the authority inviting RFP/ tender	Executive Director (Corporate Affairs), JMRC, Jaipur.
b)	RFP/Tender No	F.1(P-45)/JMRC/DCA/PRO/Short Film/2014-15/07 Dated: 09.07.2019
c)	Name of work	Developing Short Film
d)	Estimated Cost	₹ 8,26,000
e)	Cost of Bid Document (Tender Fee)	₹ 590 (Rupees five hundred and ninety) (inclusive GST @18%)
f)	E-tender Processing Fee (Non-Refundable)	₹ 1180 (Rupees one thousand one hundred and eighty) (inclusive GST@18%)
g)	Earnest money deposit (EMD)	₹ 16,520
h)	Date of issue	09.07.2019
i)	RFP Download Start Date	09.07.2019
j)	Date, Time and Venue of Pre-Bid Meeting and demonstration of samples by JMRC and developing of short film	15.07.2019 (1200 Hrs.) at Jaipur Metro Rail Corporation (JMRC), 2nd Floor, Admin Building, Metro Depot, Bhriгу Path, Mansarovar, Jaipur-302020. Rajasthan.
k)	Last Date and Time for Submission of Queries / seeking clarification	16.07.2019 (1800 Hrs.)
l)	Last date of issue of clarification by JMRC	18.07.2019
m)	Online Bid submission Start Date /Time	19.07.2019, (1000 Hrs.)
n)	Last time and date for Online Bid submission	30.07.2019 (1200 Hrs.)
o)	Physical submission of original DD/ BC / BG for Tender fee, EMD / Bid Security and e-tender Processing Fee in JMRC office	Upto 30.07.2019 (1500 Hrs.)
p)	Technical Bid Opening Date / Time	30.07.2019 (1600 Hrs.)
q)	Financial Bid Opening Date / Time	Will be intimated by the e-procurement website.
r)	Websites for downloading Tender Document and	https://eproc.rajasthan.gov.in

	subsequent clarification/ modification, if any	http://transport.rajasthan.gov.in/jmrc www.jaipurmetrorail.in www.sppp.rajasthan.gov.in
s)	Bid Validity	90 Days from the last date of bid submission
t)	Duration of contract	One years from the date of commencement of the service.

Note:

1. 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).
2. The dates 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.
3. Corrigendum, Addendum and subsequent clarifications on bid terms, if any, can be down loaded from the above mentioned websites. Intimation for change in the schedule of Bid opening etc. shall be published on above mentioned websites only. Keep visiting these websites for any subsequent clarifications & modifications.
4. Physical submission of bid is not allowed.
5. JMRC will not be responsible for any delay in submission of online bid due to any reason.

Executive Director (Corporate Affairs)

2. DEFINITIONS

Agency	The Agency engaged pursuant to this RFP for production or all the Film/Jingles Mixed Masters on Hard Disk as per scope of work defined in this RFP.
Agreement	The Contract Agreement to be executed between JMRC and successful bidder, subsequent to the Letter of Award, as per the format at Annexure.
Authority	Jaipur Metro Rail Corporation Ltd.
Bidder	The firm or company which submits proposal in response to this RFP within the time prescribed for the purpose
Letter of Acceptance (LOA)	Letter of Acceptance - Letter from Corporation to selected Agency conveying selection as successful bidder and outlining the terms and rates for
RFP	Request for Proposal
Technically Qualified Bidder	A Bidder whose Technical Bid is considered eligible and technically responsive by JMRC
Work	The production of film as per scope of work defined in this RFP.

3. INSTRUCTIONS TO BIDDERS

3.1. GENERAL INSTRUCTIONS TO BIDDERS

- i. JMRC's General Conditions of Contract (GCC) are part of this RFP Process and applicable to the Contract executed in pursuance of this. Bidders are advised to carefully read the GCC uploaded on the JMRC website www.jaipurmetrorail.in.
- ii. By submitting the Proposal, the Applicant agrees to all the points explicitly included in the scope of work & all other terms & conditions mentioned in the RFP.
- iii. The bidder will be bound by the details furnished by him / her to the Corporation while submitting the tender or at subsequent stage. In case, any of such documents furnished by him/her is found to be false at any stage, it would be deemed to be a breach of terms of contract making him / her liable for legal action besides termination of contract & forfeiture of Bid Security/ Security Deposit.
- iv. If any change/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 tender, full Bid Security/Performance Security Deposit will be forfeited and the contract will be terminated at his risk and cost.
- v. Alterations or overwriting, if 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 rates 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. If the required document/annexure(s) is/are missing in the Bid, the Corporation may reject the Bid.
- viii. The proposal should not contain any conditional offer. Bids containing such offers may be rejected.
- ix. Any action on the part of the bidder to influence any officer of JMRC or canvassing in any form shall render the tender liable for rejection.
- x. If required, the bidders may be called for presentation /briefing to assist in evaluation, at a date and time to be decided later.
- xi. Any Bid not supported by valid Bid Security, Tender fee and e-tender processing fee in acceptable form will be liable to be treated as being non-responsive.
- xii. The Bid Security is liable to be forfeited if the Bidder withdraws or amends or impairs or derogates from the Bid in any respect within the period of validity of its Bid or any extension thereof. If the successful Bidder(s) fails to deposit the required security or to execute the agreement within the specified period, such failure will be treated as a breach of the terms and conditions of the tender and

will result in forfeiture of the Bid Security, in part or in full, at the discretion of JMRC. The decision of JMRC in this respect shall be final and binding.

- xiii. Bids complete in all respects must be filed not later than the time and date indicated in this RFP. 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.
- xiv. Prices should be quoted all inclusive, GST should be shown separately, FOR shall be at JMRC office, Jaipur, no other charges shall be paid by JMRC.
- xv. The formats of Annexure A to Annexure D, 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
Annexure D: Additional Conditions of Contract
- xvi. JMRC may at its sole discretion and at any time during the processing of Tender, disqualify any bidder from the Tendering process if the bidder has –
 - a) Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements.
 - b) 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.
 - c) Submitted Tender document, which is not accompanied by required documentation and Bid Security/ Earnest Money Deposit (EMD) or is non- responsive.
 - d) Submitted more than one bid. This will cause disqualification of all bids submitted by such applicants except the last bid received.

3.2. ELIGIBILITY CRITERIA OF BIDDERS

S.No.	Eligibility Criteria	Documents required
i.	The bidder firm should be in existence at least for last five years i.e. registered before 31.03.2014.	a) Registration certification of the firm/ Partnership deed / Certificate of incorporation, etc. (as applicable) b) Articles of Association & Memorandum of Association (if applicable) c) Income Tax Registration (PAN) d) GST Registration number
ii.	a) Should have an experience of production of at least 5 films/short films during last 3 financial years. Out of such 5 films, at least 1 should have been made for any organization/department of Govt. of Rajasthan.	a) List of Important assignments completed satisfactorily. b) Self-Attested copies of orders received during the last five years. c) Certificates of satisfactory completion of these orders mentioning the contract value/ amount paid, year of supply, issued by the authorized signatory of the client.
	b) Should have a team of well trained professional & own production house	A self declaration by the bidder including address, number of employees etc.
iii.	Bidder should neither be a black listed firm or debarred nor should its contracts have been terminated /foreclosed by any company /department during the last 5 financial years ending 31.03.2014 and during current financial year till date of bid submission due to non- fulfillment of contractual obligations.	A self-declaration to this effect, signed by authorized signatory of the bidder company/ firm in the Bid profile (Annexure-II, Form-II).
iv.	Either the Registered Office or the functional Branch Office or manufacturing unit of the bidder firm should be located in Jaipur OR The firm should be ready to open its functional branch office in Jaipur within 15 days of issue of the purchase order.	Registration certificate of office in Jaipur/Lease Agreements supported by Telephone / Electricity/ Water connection Bill etc. in the name of bidder firm for the given address OR A self-declaration mentioning that firm shall open its office in Jaipur within 15 days of issue of the purchase order as per Annexure-VIII.
v.	The bidder should have Average Annual Turnover more than Rs. 10 Lacs per year of the last three financial years (i.e., 2016-17, 2017-18 and 2018-19).	Audited Profit and Loss A/c or Balance Sheet OR Income Tax Returns (ITR) showing the required turnover OR Any other document mentioning the required turnover, certified by a Chartered Accountant.

Note: All requisite documents submitted for eligibility criteria must be clearly legible and must clearly mention the information required.

3.3. PRE-BID CONFERENCE

For the purpose of affording bidders with an opportunity to obtain clarifications and /or give suggestions with regard to this RFP and bid process, a pre-bid conference shall be held as per the schedule indicated in the Clause "Notice Inviting Bid". At the time of the Pre-Bid Conference, the soft copy of the "Developing of short films" shall also be done by JMRC.

For queries regarding this RFP, if any, the following officer of JMRC may be Contacted:

Joint General Manager (Administration),
2nd Floor, Admin Building, Metro Depot, Bhriagu Path, Mansarovar
Jaipur. Tel. No.0141- 2822753
Email: jgmadm@jaipurmetrorail.in

- i. Queries should be submitted through e-mail or in writing by the dates prescribed in Notice Inviting Bids.
- ii. Queries /request for clarification submitted after the prescribed last date and time may not be taken into consideration.
- iii. JMRC may issue clarification/amendments on its own or in response to the queries.
- iv. JMRC may or may not reply to the queries at discretion.
- v. Responses /clarifications/ amendments shall only be issued through uploading on JMRC's website www.jaipurmetrorail.in, State Procurement Portal, www.sppp.rajasthan.gov.in e-procurement portal <https://eproc.rajasthan.gov.in>. Prospective bidders are advised to keep visiting these websites for updates.
- vi. For any assistance in online submission of the bid, RISL helpline may be contacted at Phone no. : **0141-4022688**, **Email: eproc@rajasthan.gov.in**

3.4. COST OF BID DOCUMENT (TENDER FEE) & E-TENDER PROCESSING FEE

- i. The complete bid document can be downloaded for online submission from the website <https://www.eproc.rajasthan.gov.in>. Cost of Tender Document (Tender fee) is Rs. 590 (Rupees Five Hundred Ninety Only) which shall be paid in the form of Demand Draft / Bankers Cheque of Scheduled Bank drawn in favour of 'Jaipur Metro Rail Corporation Ltd.', payable at Jaipur. The Tender fee is non- refundable.
- ii. In addition, E-tender processing fee of Rs. 1,180 (Rs. One thousand one hundred eighty only) per bid shall be paid in the form of Demand Draft / Bankers Cheque of Scheduled Bank drawn in favour of 'Managing Director, RISL', payable at Jaipur.

3.5. BID SECURITY

- (i) a) Bid Security in the form of Demand Draft / Bankers Cheque and Bank Guarantee of ₹ 16,520 (Rupees Sixteen thousand five hundred twenty 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 favor 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 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. 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 case:
- The bidder withdraws or modifies its bid after opening of bids;
 - The bidder does not execute the agreement, if any, after placement of supply/ work order within the specified period;
 - The bidder fails to commence the supply of the goods or service or execute work as per supply / work order within the time specified;
 - The bidder does not deposit the performance security within specified period after the supply / work order is placed; and
 - The bidder breaches any provision of code of integrity prescribed for bidders specified in the RTPP Act and RTPP Rules.
 - 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.
- iv) The Bid Security / Earnest Money shall be returned promptly after the earliest of the following events:
- The expiry of validity of bid security;
 - The execution of agreement for procurement and performance security is furnished by the successful bidder;
 - The cancellation of the procurement process;
 - The withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.
- v) If the successful bidder fails to deposit the required security or to execute the agreement within the specified period, such failure will be treated as a breach of the terms and conditions of the tender and will result in forfeiture of the Bid Security/ Earnest Money, in part or in full, at the discretion of JMRC.

3.6. SUBMISSION OF BID

- Submission of bids only through online process is mandatory for this Tender. Bids sent by Post, FAX or e-mail or presented in person will not be considered.
- The Bidder should get himself registered on procurement portal (<https://eproc.rajasthan.gov.in>) and create users and assign roles on this portal. Further to this, bidder shall download Notice Inviting Bids (NIB) and copy of RFP from this site.
- To participate in online bidding process, Bidders must procure a Digital Signature Certificate (class 2 / class 3 category) as per Information Technology Act-2000 using which they can digitally sign their electronic bids. Bidders can procure the same from any licensed Certifying Authority for e-tender portal. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC.
- Bidder (authorized signatory) shall submit offer on-line in Electronic format both for technical and financial bid. The technical bid should also contain scanned copy of DD / Bankers Cheque for Tender Fee & e-tender Processing Fee and scanned copy of DD/ Bankers Cheque /Bank Guarantee for EMD. However, DD/ Bankers Cheque /BG for Tender Fee, e-tender Processing Fee & EMD should be submitted physically at the following address with a covering letter mentioning therein the details & name of RFP, by the scheduled date and time as per clause 1.5(O):

**Executive Director (Corporate Affairs)
2nd Floor, Admin Building, Metro Depot,
Bhrigu Path, Mansarovar, Jaipur-302020**

- v. JMRC will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload the complete bid well advance in time so as to avoid last minute issues like slow speed; choking of web site due to heavy load or any other unforeseen problems.
- vi. Utmost care is taken to name the files /documents to be uploaded on portal. There should not be any special character or space in the name of file, only underscores are permissible.
- vii. A single-stage two envelope selection procedure shall be adopted. The Bid shall contain:

a) Part-A :Technical Bid

This Part should contain the Technical Bid consisting of a PDF copy of this 'Request for Proposal' with each page digitally signed by the Bidder in acceptance of the terms and conditions therein, along with scanned copy of all the required documents, DD/BC/BG with annexure of RFP duly filled in support of eligibility, Bid Security (EMD), tender fee and e-tender processing fee. **Apart from being digitally signed, all the documents should also be physically signed and stamped on each page by the authorized representative of the bidder.**

All the Annexure shall be duly filled (except III, IV, V & VI), physically signed & scanned (in pdf format) and digitally signed on each page and to be submitted online as part of technical bid.

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

b) Part-B: Financial Bid (BOQ)

This Part should contain the Financial Bid in the prescribed Format as per Annexure-III.

Utmost care should be taken to upload the Financial Bid. Any change in the format of Financial Bid file shall render it unfit for bidding. Following Steps may be followed in submission of Financial Bid:

- i. Download format of Financial Bid in XLS/ XLSX format.
- ii. Bidders needs to fill the rates respective items in BOQ.
- iii. Fill Bidder's Name & Rate of Items & Upload the same on e-procurement portal.

3.7. EVALUATION OF THE BID DOCUMENTS

- i. The bids will be opened online on the scheduled date and time as per the Notice Inviting Bids (Clause 1) 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 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. If clarifications are required to be necessary (for the proper evaluation of the proposal), JMRC may, at its discretion, ask for such clarification in writing and bidder shall be obliged to provide all such clarifications within the time specified by JMRC.
- iv. The Financial Bids of only those bidders, who clear Technical evaluation stage, will be opened and

evaluated. Date & time of opening of financial bid shall be intimated to technically qualified bidders through Email / Phone.

- v. Evaluation of the financial will be done on the total amount **inclusive of all taxes except GST**.
- vi. The Bidder whose bid is responsive, complete and in accordance with the RFP Document and has been determined to be the most advantageous offer (L-1) to JMRC will be adjudged as successful bidder. The Lowest Bid will be decided upon the lowest total price (Total for developing of short films) quoted by the particular bidder in the Financial Bid Format / BOQ given at Annexure III.
- vii. The bidders are required to spell out the rates of GST separately, if applicable. The prices quoted are firm and final and inclusive of all other taxes and duties except GST and no claim on account of any tax/duties will be entertained.
- viii. If the bid of the successful bidder is substantially below the Tendering Authority's estimate for the contract, the Tendering Authority may require the bidder to produce detailed price breakup to demonstrate the internal consistency and justification/reasonability of those prices. After evaluation of the price analysis, the Tendering Authority may require that the amount of the performance security be increased at the expense of the successful bidder to a level sufficient to protect the Tendering Authority against financial loss in the event of default of the successful bidder under the Contract. JMRC at its discretion may also reject such bids which are quoted substantially low.
- ix. Negotiation may be taken only with the lowest or most advantageous bidder. The bid evaluation committee shall have full powers to undertake negotiation.
- x. Notwithstanding anything contained in the RFP Document, The Corporation reserves the right to:
 - Accept any tender not necessarily lowest on reasonable ground and justification
 - Reject any tender which doesn't fulfill the requirements of this RFP
 - Reject all tenders and annul the bidding process without assigning any reason at any time before issuance of a letter of award without incurring any liability.

3.8. AWARD OF CONTRACT AND PERFORMANCE SECURITY DEPOSIT

- i. The Successful Bidder shall be notified through a Letter of Award (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 Letter of Award.
- iii. The successful Bidder shall submit a Performance Security Deposit equal to 5% of approved contract Agreement Amount, in the form of Demand draft or Bank Guarantee from any scheduled bank (Annexure-VI) in favour of Jaipur Metro Rail Corporation Ltd within 7 days from the date of issue of LOA. The Performance Bank Guarantee (Security Deposit) should remain valid for a minimum period of 60 days beyond the date of completion of all contractual obligations of Agency i.e., up to 26 months from the date of LOA.
- iv. An agreement on a non-judicial stamp paper of Rs.500/- as per format at Annexure-IV shall be executed within 10 days of issue of LOA. The original copy of the Agreement shall be retained by JMRC and the copy shall remain with Agency. The bidder shall pay the expenses of completing and stamping the agreement.
- v. After completion of all contractual obligations, Performance Security Deposit shall be returned/discharged to the successful Agency within 60 days.
- vi. In case, the contract is further extended beyond the existing period of contract, the Performance Security will have to be retained or to be extended to meet the requirement of validity of Performance Security valid up to the extended contract period enhanced by three months.

4. SPECIAL CONDITIONS OF CONTRACT

4.1. Scope of work & Schedule of Requirement

The firm is required to prepare a developing of short film and promotional video jingles with broad parameters as under:

a) Duration of the film :

S.No.	Items	Quantity
1.	5 Minute duration Promotional short film (may vary upto 1 minute as per requirement of the script.)	1
2.	25-40 second promotional video jingles.	5

b) Content and object of the film:

- i. Advantage of travel in Jaipur Metro
- ii. Salient features of Jaipur Metro
- iii. About heritage of Jaipur and JMRC's efforts for heritage conservation
- iv. Any other relevant suggestion

- c) Language version of film : English and Hindi
- d) Language of jingles : Hindi
- e) Format of the film : Full frame High Definition (HD)
- f) Music : Fresh music to be composed and recorded
(with copy right to JMRC)
- g) Presentation/ Narration/Voice : By eminent/reputed anchor
- h) Video Shootings : By professional photographers using 5D
cameras & aerial view shooting by COD copter
- i) Editing & mixing : Editing on FCP (Final Cut Pro) & sound mixing
Incorporating unedo software

j) Deliverables:

- I. All the Film/Jingles Mixed Masters on Hard Disk.
- II. Unmixed copies of the film (International Track) such that the films could be dubbed in any language.
- III. 25 DVDs of each film.
- IV. All the shot footage on Hard Disk.
- V. A Certificate/ undertaking on company's letterhead that all the copy rights of the films with sound/voice, music, artists etc. rests with JMRC.

4.2. WORK SCHEDULE

The Agency/firm shall ensure all the supply of video film as per the schedule given here under:

S.No.	Details	Delivery Schedule in Calendar Days
1.	The rough cut of the developing of short film	Within 30 days from the date of signing of contract.
2.	The Final film & 5 promotional video jingles incorporating the necessary changes.	Within 15 days from the date of prototype approval by JMRC for Video films

4.3. DURATION OF CONTRACT

The contract shall begin immediately from issuing date of the LOA by the successful bidder. The duration shall be for one year from the issuance of LOA. As the contract period is for one year therefore the period of price validity will also be for the same period.

4.4. VARIATION CLAUSE

The quantity mentioned in the Schedule of requirement and Financial Bid Format is indicative for the purpose of evaluation and determination of rates. JMRC will have the right to increase or decrease the quantity specified in the Schedule of requirement during the contract period as per followings:

- i. At the time of issuance of LOA, JMRC will have the right to increase or decrease up to 50% of the value of goods i.e. video promotional film as specified in the Schedule of requirement without any change in price approved and other terms and conditions during the contract period/ extended contract period.
- ii. Subsequent to the issue of LOA, the Corporation shall be at liberty to place orders in parts or in full, for supplying the video promotional film during currency of contract. However, the minimum order quantity for subsequent lot shall be of price more than Rs. 20,000.
- iii. Further, JMRC reserves the right to place repeat order(s) within the contract period, on the rates approved and conditions given in the contract, up to 50% of the value of the supplies of the original contract.

4.5. STATUTORY OBLIGATIONS

- a. All obligations for payment of Tax(es) to Central /State Government with necessary registration with Central Excise & Customs, Commercial Tax Dept. etc. as applicable, will be supplier's liability.
- b. The Agency shall comply with all labor legislations/ relevant laws/ regulations applicable to its employees involved in the manufacturing of Developing of short film DVD's. The Corporation shall not, in anyway be responsible in this regard either in part or in full.

4.6. PAYMENT TERMS & SCHEDULE

- a. Payments to the Agency/firm, after successful completion of the milestones, would be made as under:

S. No.	Milestone / Deliverable of Respective Lot	Payment	Supporting Documents
1.	Receipt of promotional film DVD's ordered in JMRC Stores, acceptance and taken over after inspection	90% of the payable amount	<ol style="list-style-type: none"> 1. Prototype approval letter of JMRC, Applicable for first supply. 2. Original Invoice (in triplicate copy) 3. Pre-Delivery Inspection Report by nominated officer(s), if applicable. 4. Post Delivery Inspection Report/taken Over certificate. 5. Delivery Challan signed by authorized representative of JMRC
2.	Satisfactory performance & support (for alterations & repairs) during first two months from the date of supply	Balance 10% of the payable amount	<ol style="list-style-type: none"> 1. Original Invoice (in triplicate copy) 2. Satisfactory performance & support report from JMRC representative.

- b. Advance Payments will not be made.
- c. Due Payments shall be made promptly by the authority after the submission of an invoice by the Agency, along with requisite documents as mentioned above.
- d. Any penalties/ liquidated damages, as applicable, for delay and non- performance, as mentioned in this RFP, will be deducted from the payments for the respective milestones.
- e. If it is required under law to deduct some statutory taxes at source, these will be deducted before the release of such payment(s). Necessary certificate of deduction of Tax at source shall be issued and furnished to the Agency by JMRC.
- f. No amount of interest will be payable by JMRC, in case of delay of payments on any other count.
- g. In case there is a waiver/ exemption/ benefit of any taxes, duties, levies etc. in full or part, the JMRC shall issue, if required, the necessary certificates to the Agency / Supplier to take advantage of such benefits. The Agency shall be obliged to obtain such benefits from the respective authorities duly adhering to the conditions prescribed. Such benefit shall be passed on to the JMRC.
- h. GST, as applicable and if quoted, shall be paid as per prevalent/actual rates as per BOQ.

4.7. CONCILIATION, ARBITRATION & JURISDICTION

- a. In the event of dispute or difference arising between JMRC and the Agency, the same shall be discussed in the first instance between the representatives of the Agency and Executive Director (Corporate Affairs).
- b. If the dispute is not settled amicably, the matter shall be addressed by the aggrieved party to the Authorized 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.
- c. 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.

d. Penalty for significant deficiencies in Services:

In case of significant deficiencies in Services causing adverse effect on the work or on the reputation of the Corporation, whole or part of the Performance Security Deposit will be confiscated, in addition to Liquidated Damages as defined in (i) above. Other penal action including debarring for a specified period/black listing may also be taken. JMRC also reserves the right to raise justifiable claims in the event of breach of contract or deficiency in service by the Agency.

e. Risk and Cost:

In case of default, JMRC will have the right to get work executed from other agencies at the risk and cost of the agency. The cost difference between the alternative arrangements and tenderized value will be recovered from the agency along with other incidental charges. In case of execution of work through alternative sources and if price is lower, no benefit on this account will be passed on to the agency

4.8. TERMINATION OF CONTRACT AGREEMENT

- i. JMRC reserves the right to terminate/curtail the contract at any time after giving one week's notice to the Agency owing to deficiency in quality of goods supplied, inordinate delay in supplies or any other breach of contract, in which case the value of the proper supplies made to date by the Agency will be paid for at the rates specified in the Agreement after making due deductions for liquidated damages and/or penalty for significant deficiencies in services. Notice in writing from the Corporation of such termination/curtailment and the reasons therefore shall be conclusive evidence thereof.
- ii. JMRC reserves the right to terminate/curtail the contract at any time by giving 15 days' notice should, in JMRC's opinion, the cessation of work become necessary due to any reason not covered in clause (i) above, in which case the value of the supplies done to date by the Agency will be paid for in full at the rates specified in the Agreement. Notice in writing from the Corporation of such termination/curtailment and the reasons therefore, shall be conclusive evidence thereof.

4.9. 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 tender and agreement to be signed in pursuant to this tender process, 'force majeure' shall mean any cause or event preventing performance of an obligation under this tender or Agreement under this tender, 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. It is expressly agreed that the Agency's ability to provide services to a third party at a price more advantageous to itself or Agency's economic hardship shall not constitute a force majeure event.

ANNEXURE-I
CHECK LIST OF DOCUMENTS TO BE ENCLOSED
A. LIST OF DOCUMENTS TO BE SUBMITTED AS TECHNICAL BID

S. No.	Proposal will contain the following documents :	Whether enclosed
1.	All pages of RFP excluding Annexure duly signed by the Authorized Signatory of the Bidder firm.	Yes/No
2.	Annexure – I : This Check List duly ticked and signed	Yes/No
3.	Annexure –II, Form-I: Declaration for acceptance of Terms & Conditions of the Request for Proposal (RFP) & GCC, duly filled & signed.	Yes/No
4.	Annexure – II, Form-II: Bidder's Profile duly filled, signed & enclosing documents for eligibility	Yes/No
5.	Annexure – II, Form-III: Technical capacity of the bidder, duly filled, signed & enclosing certificate(s) from customer(s)/ Clients.	Yes/No
6.	Annexure – II, Form-IV: Financial capacity of the bidder, duly filled, signed & enclosing turn over documents as per clause 3(v).	Yes/No
7.	Annexure – III, Financial Bid	Yes/No
8.	Annexure – IV, Format of Agreement, duly initialed	Yes/No
9.	Annexure – V, Performa of Bank Guarantee for Bid Security	
10.	Annexure - VI, Performa of Bank Guarantee for Performance Security Deposit	Yes/No
11.	Annexure- VII, Annexure A to Annexure D as per instructions of circular no. 3/2013 dated 04-02-2013 Finance (G&T) Department, Govt. of Rajasthan, duly initialed.	Yes/No
12.	Annexure – VIII, : Performa for undertaking, duly initialed and filled (if applicable).	Yes/No
13.	Cost of Bid document(DD/Banker Cheque or JMRC receipt)	Yes/No
14.	Bid Security (DD/Banker Cheque/ Bank guarantee)	Yes/No

B. LIST OF DOCUMENTS TO BE SUBMITTED AS FINANCIAL BID

S. No.	Proposal will contain the following documents :	Whether enclosed
1.	Financial Bid duly filled in and signed as per Annexure – III	Yes/No

ANNEXURE – II, FORM-II
BIDDER'S PROFILE AND DOCUMENTS TO SUBSTANTIATE ELIGIBILITY OF THE BIDDER

Please find enclosed signed copy of the Profile, and the other requisite documents as mentioned herein.

1.	Name of the Work	One 5 Minute duration short film & Five (25-40 sec) Jingles
2.	Name of the Bidder Firm	
3.	Date when incorporated/ Registered.	
4.	Profile of the Firm (Proprietor/ Partnership/Private limited/ Public Limited. Constitution of the firm)	
5.	Broad business activities carried out by the firm	
6.	Registered Office Address (With Pin Code)	
	Telephone Nos. (With STD Code)	
	Mobile No.	
	Fax Nos. (With STD Code)	
	E-mail ID	
	Website	
7.	Manufacturing facility address	
	Telephone Nos. (With STD Code)	
	Mobile No.	
	Fax Nos. (with STD Code)	
	E-mail ID	
8.	Jaipur Branch Office Address	
	Telephone Nos (with STD Code)	
	Mobile No.	
	Fax Nos. (with STD Code)	
	E-mail ID	
9.	Service Tax/Excise Tax Registration No.(As applicable) (copy enclosed)	
10.	PAN Card No. (copy enclosed)	
11.	TIN/CST Number (copy enclosed)	
12. (a)	Name and designation of the Chief Executive or equivalent of the firm	



(b)	Address	
13. (a)	Name and designation of the authority that is authorized to sign the tender	
(b)	Address	
14.	Tender Fee (Details of the Cash Receipt/DD/Bankers Cheque)	
15.	Bid Security details	
16.	Eligibility documents attached :	
(a)	Service Tax /Excise Registration proof – Yes/No	
(b)	Income Tax Registration Proof - Yes/No	
(c)	Registration Certificate/ partnership deed/ Certificate of incorporation --Yes/No	
(d)	GST/CST Registration Proof – Yes/No	
(e)	Details of the activities carried out during last 5 years & Details of manufacturing activities done as per clause 3.2(ii)	
(f)	Certificate of having not black listed as per clause 3.2(iii)	
(g)	Proof of functional office/ Manufacturing facility in Jaipur as per clause 3.2 (iv)	

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

Date
Place

Signature
Name

Seal of Authorized Signatory

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

ANNEXURE – II, FORM-III

**STATEMENT OF TECHNICAL CAPACITY OF BIDDER
EXPERIENCE CERTIFICATE AS PER CLAUSE 3.2 (II) OF
DEVELOPING SHORT FILMS**

S. No.	Name of Client/ Organization	Name of Work and date of completion	Purchase order No. and date	Total Value of entire contract ₹	Value of supplies completed in relevant years (year-wise) ₹	Number of DVS's Films manufactured & supplied	Remarks
1.							
2.							
3.							
4.							
5.							

Note: Client's certificate as per 3.2 (ii) enclosed.

Date
Place

Signature
Name

Seal of Authorized Signatory

ANNEXURE-III

Financial Bid

Validate Print Help

Item Rate BoQ

Tender Inviting Authority: Executive Director (Corporate Affairs)

Name of Work: Developing Short Film

Contract No: F.1(P-45)/JMRC/DCA/PRO/Short Film/2014-15/

Dated:

Name of the Bidder/ Bidding Firm / Company :

PRICE SCHEDULE

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	BASIC RATE inclusive of all taxes except GST In Figures To be entered by the Bidder Rs. P	TOTAL AMOUNT with all Taxes except GST in Rs. P	TOTAL AMOUNT In Words
1	2	4	5	13	53	55
1.01	Rate for production of short film of 5 minute duration inclusive of all taxes	1.000	Nos		0.00	INR Zero Only
1.02	Rate for promotional jingles (25-40 Seconds) inclusive of all taxes.	1.000	Nos		0.00	INR Zero Only
Total in Figures					0.00	INR Zero Only
Quoted Rate in Words					INR Zero Only	

ANNEXURE-IV

FORMAT OF 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 “CORPORATION” 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 successful bidder) of the other part, hereinafter called the “AGENCY” represented by _____ (name and designation of representing officer),(which term shall, unless excluded by or repugnant to the context, be deemed to include its heirs, representatives, successors and assignees).

WHEREAS

- A. The Corporation requires an Agency for Promotional film DVD's to JMRC, as defined in the RFP document attached to this Agreement (hereinafter called the “Schedule of Requirements/ work”).
- B. the Agency, having represented to the Corporation that they are engaged in manufacturing and supply of Developing of short film have the required professional skills, personnel and technical resources, have been selected to supply the uniform and Accessories on the terms and conditions set forth in this Agreement.

NOW THEREFORE the parties hereby agree as follows:

- 1. The following documents hereto shall be deemed to form an integral part of this Agreement:
 - i. The Letter of Award (LOA) issued by the Corporation in favour of the Agency.
 - ii. The RFP Document No.F.1(P-45)/JMRC/DCA/PRO/Short Film/2014-15/07 Dated:09.07.2019 in its entirety along with all its Annexures, Appendices, etc.
 - iii. Addendum and/or Corrigendum to the RFP Document the Bid Submitted if issued by the Corporation.
 - iv. General Conditions of Contract (GCC) (enclosed)
 - v. Developing of short film DVD's Manual
 - vi. The bid submitted by the Agency pursuant to this RFP.
- 2. Duration of contract
 - The contract shall begin immediately on acceptance of the LOA by the successful bidder. The duration shall be for One years from the date of acceptance of LOA. As the contract period is for One years therefore the period of price validity will also be for the same period.
- 3. The mutual rights and obligations of the Corporation and the Agency shall be as set forth in the above documents, and in particular:
 - a) The Agency shall provide the supplies as per the Schedule of requirement as specified in the RFP document and shall fulfill its obligations towards the Corporation specified therein in conformity with the time schedule stated therein. Further, the Agency shall provide the supplies and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally

accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment and methods. The Agency shall always act, in respect of any matter relating to this Agreement or to the Services, as a faithful Supplier to the Corporation, and shall at all times support and safeguard the Corporation's legitimate interests in any dealings with Third Parties; and

b) The Corporation will make payments to the Agency in accordance with the Letter of Award.

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

Authorised Signatory

For Jaipur Metro Rail Corporation Ltd. For _____(Agency)

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 Stamps Act.

ANNEXURE – V

PROFORMA FOR BANK GUARANTEE FOR THE BID SECURITY

(To be submitted by the bidder along with bid)

To,

Chairman and Managing Director,
Jaipur Metro Rail Corporation Limited (JMRC),
2nd Floor, Admin Building, Metro Depot,
Bhriгу Path, Mansarovar, Jaipur-302020 (Raj).

Sir,

1. In accordance with your RFP for engaging Agency for supply of Promotional developing of short film to JMRC vide RFP No. F.1(P-45)/JMRC/DCA/PRO/Short Film/2014-15/07 Dated:09.07.2019 M/s. (Name & full address of the firm) (Hereinafter called the “Bidder”) hereby submits the 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 Nationalized Bank/ Scheduled Commercial Bank having its branch at Jaipur irrevocable and operative till 30 days after the bid validity period (i.e., 120 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 ₹ _____ /- (₹ _____ only) to the JMRC as earnest money deposit.

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 after 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. 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 Ltd.
2nd Floor , Admin Building, Metro Depot,
Bhriгу Path, Mansarovar, Jaipur-302020 (Raj.)

ANNEXURE – VI

PROFORMA FOR BANK GUARANTEE FOR PERFORMANCE SECURITY

(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, Jaipur) having agreed to exempt _____(here in after called the said Agency from the demand of security deposit of Rs. _____ on production of Bank Guarantee for Rs. _____ fulfillment by the said Agency of the terms & conditions to be contained in an Agreement in connection with the contract _____ for supply of _____ we, _____ (name of the bank) _____ (here in after referred to as “the Bank”) at the request of _____ Agency’s do hereby undertake to pay to JMRC, JAIPUR, _____ an amount of not exceeding _____, against any loss or damage caused to or suffered or would be caused to or suffered by the JMRC, JAIPUR, _____ by reason of any breach by the said Agency’s of any of the terms & conditions contained in the said agreement.
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 would be caused to or suffered by the JMRC, Jaipur _____ reason of breach by the said agency of any of the terms & conditions conditions contained in the said agreement or by reason of the Agency 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 the 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 undertake to pay to JMRC, JAIPUR, _____ any money so demanded notwithstanding any disputes raised by the Agency 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 thereunder and the Agency 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 Twenty Six months 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 been fully paid and its claims satisfied or discharged or till JMRC, JAIPUR, _____ certifies that the terms & conditions of the said agreement have been fully and properly carried out by the said Service Provider(s) and accordingly discharges this guarantee.
5. We (name of the bank) further agree with the JMRC, JAIPUR, _____ that JMRC,

Jaipur, _____ shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms & conditions of the said agreement or to extend time of performance by the said contactor(s) from time to time or to postpone for any time to time any of the powers exercisable by JMRC, JAIPUR, _____ against the said Agency and to forbear or enforce any of the terms & conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Agency or for any forbearance, and or any omission on part of the JMRC, Jaipur _____ or any indulgence by JMRC, JAIPUR, _____ to the said Agency 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 Agency.
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: This guarantee should be issued on non-judicial stamp paper, stamped in accordance with the Stamps Act.

ANNEXURE – VII

**ANNEXURE ‘A’ TO ANNEXURE ‘D’ 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 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
 - d. 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
 - e. 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
 - f. 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 Director (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 (1) 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

Annexure D: Additional Conditions of Contract

1. Correction of Arithmetical errors

Provided that a Financial Bid is substantially responsive, the procuring Entity will correct arithmetical errors during evaluation of Financial Bids on the following basis:

- i. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- ii. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- iii. If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above.

If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited or its Bid Securing Declaration shall be executed.

2. Procuring Entity's Right to Vary Quantities

- i. At the time of award of contract, the quantity of Goods, works or services originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase or decrease shall not exceed twenty percent, of the quantity specified in the Bidding Document. It shall be without any change in the unit prices or other terms and conditions of the Bid and the conditions of contract.
- ii. If the Procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change in circumstances, the Bidder shall not be entitled for any claim of compensation except otherwise provided in the Conditions of Contract.
- iii. In case of procurement of Goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 25% of the value of Goods of the original contract and shall be within one month from the date of expiry of last supply. If the Supplier fails to do so, the Procuring Entity shall be free to arrange for the balance supply by limited Bidding or otherwise and the extra cost incurred shall be recovered from the Supplier.

3. Dividing quantities among more than one Bidder at the time of award (In case of procurement of Goods)

As a general rule all the quantities of the subject matter of procurement shall be procured from the Bidder, whose Bid is accepted. However, when it is considered that the quantity of the subject matter of procurement to be procured is very large and it may not be in the capacity of the Bidder, whose Bid is accepted, to deliver the entire quantity or when it is considered that the subject matter of procurement to be procured is of critical and vital nature, in such cases, the quantity may be divided between the Bidder, whose Bid is accepted and the second lowest Bidder or even more Bidders in that order, in a fair, transparent and equitable manner at the rates of the Bidder, whose Bid is accepted.

ANNEXURE – VIII

UNDERTAKING

(To be submitted in case presently no office in Jaipur)

We, M/s (Name of the bidder) hereby declare that we will open our office in Jaipur within 15 days of issuance of the first purchase order pursuant to the RFP No.F.1(P-45)/JMRC/DCA/PRO/Short Film/2014-15/07 Dated:09.07.2019 for Promotional film to JMRC.

(Signature of the authorized signatory)