



No: F.1(25)JMRC/DCA/PRO/Event Photo/2016-17/2692

Date:28/07/2017

**Notice Inviting Bids through Limited Competitive Bidding**

(For Photography and Videography services to JMRC)

JAIPUR METRO RAIL CORPORATION LIMITED (JMRC) invites sealed Bids for photography and videography services through limited competitive bidding from well experienced professional agencies/ photographers (eligible bidders) for events and other requirement of JMRC for one year, as per the Terms & Conditions in (*Annexure-A*) and given below:

**1. Eligibility Criteria:**

S.No.	Eligibility	Supporting Documents
(i)	The agency should have an average turnover of ₹ 2 lacs per annum during last 2 years i.e., 2015-16& 2016-17.	IT Return of the Financial year.
(ii)	The agency/firm working in Photography/ Videography services should be in existence, for last 2 years. (i.e., registered before 31.03.2015)	Registration Certificate

**2. Submission of Bid;**

The Proposal duly filled and completed in all respect must be submitted in a sealed envelope clearly marked as "CONFIDENTIAL" and "Proposal for Photography and Videography services in JMRC", addressed to:

Executive Director (Corporate Affairs)  
Jaipur Metro Rail Corporation Ltd,  
2<sup>nd</sup> Floor, RISC Wing, Khanij Bhawan, Udyog Bhawan Premises,  
Tilak Marg, C-Scheme, Jaipur-302005

Please also indicate on the cover itself the Name, Address, Telephone Numbers and e-mail of the bidder. Bids will be submitted at the above JMRC office.

This sealed envelope should consists of two separately sealed envelopes containing the Technical Bid (Envelope-A) marked clearly as "Technical Bid- RFP for Photography and Videography Services" and Financial Bid (Envelope-B) marked clearly as "Financial Bid- RFP for Photography and Videography Services.

- b) Submission of Technical Bid: This Part should contain the Technical Bid consisting of a copy of this 'Notice Inviting Bids (NIB) along with *Annexure - A*' with each page duly filled and signed by the Bidder in acceptance of the terms and conditions therein. The Technical Bid should also have documents supporting eligibility criteria.
- b) Submission of Financial Bid: This Part should contain the Financial Bid in the prescribed format as per *Annexure- B* duly filled & signed in. The rates quoted shall be inclusive of all Taxes, no other charge shall be paid by JMRC. TDS shall be deducted as per rules.

**3. Evaluation criteria:**

The rates are to be quoted in the financial bid as per *Annexure-B*. The financial evaluation shall be done on the total amount quoted in Sr. 6 of the Financial Bid and lowest bidder shall be considered as successful bidder.



#### 4. Award of work:

Letter of Acceptance (LoA) shall be issued to the successful bidder and the bidder will have to submit following within 10 days from the date of issuance of the LoA:

- iii. A Performance Security of 5% of the final accepted annual estimated cost in term of DD or Bank Guarantee (PBG) in the format as per *Annexure-C*. The same will be refunded after completion duration of the contract.
- iv. Sign an agreement with JMRC in the format as per *Annexure-D*. The cost of Stamps and exception of agreement shall be borne by the successful bidder.

#### 5. Other terms & Conditions:

- iii. Grievance Redressal and Appeal process as per *Annexure - E*.
- iv. Bids received after last date and time will not be considered. Bids sent by FAX or e-mail will not be considered.

Your proposal, as above, should reach this office, latest by 10/08/2017 at 1500 Hrs. The Bids will be opened at 1530 Hrs on the same day. In case of quarrying, the following officer of JMRC may be contracted:

Public Relation Officers

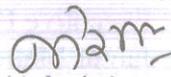
Jaipur Metro Rail Corporation Ltd,

2<sup>nd</sup> Floor, RISC Wing,

Khanij Bhawan, Udyog Bhawan Premises,

Tilak Marg, C-Scheme, Jaipur-302005

Phone No.01415192407, Email id: [pro@jaipurmetrorail.in](mailto:pro@jaipurmetrorail.in)

  
JGM (Administration)

**Enclosed: Annexure – A to E**

Copy to: 2693-95

4. To the prospective bidders (as per list below)
5. Notice Board & SPPP portal
6. JMRC website, though IT cell.

List of prospective bidders :

(i) Khushboo Films, 33, Kalyan Bhawan Adarsh Basti, Tonk phatak, Jaipur-302015	(ii) P.K Studio, Dugapura Jaipur, 302004
(iii) Kala Color Lab, Madyam Marg, Mansarovar, Jaipur-302004	(iv) Goyal Color Lab, Nahru Bazar, Jaipur-302004
(v) Jaipur Weeding Photography, 404-405, Akashwani Colony, Vaishali Nagar, Jaipur 302021	(vi) Mayur Studio, 194-195, Arya Samaj Road, Raja Park, Jaipur-302004
(vii) Super Digital Studio 96, Vishvesheya, Nagar, tirvrni Mode, Near D.c.Hospital, Gopal Pura Bypass, Jaipur	(viii) Ajay Photos, Opp, Polyvictory Cinema, Kanti Nagar, Station Road, Jaipur-302006
(ix) Big Boss Studio 5, Govind Marg, Vijay Path Crossing, Raja Park, Jaipur	(x) Sheel Digital Color Lab, 155-157, Indira Bazar, Jaipur

**ANNEXURE: A**

To,  
 Executive Director (Corp. Affairs)  
 Jaipur Metro Rail Corporation Ltd.  
 Jaipur.

**Sub:** Notice inviting bids for photography/videography work.

**Ref :** NIB No. F1(25)/JMRC/DCA/PRO/event photo/2016-17/

Dated: .08.2017

**Technical Bid**

**6. Terms & Conditions**

- k. It will be a call based service as per JMRC requirement. The estimated number of calls in a year is mentioned in the financial Bid (Annexure-B).
- l. The agency may be called at any time as per requirement of JMRC and shall require to report within the time as given by JMRC.
- m. The work shall be executed under the supervision of the Public Relation Officer of JMRC or any other person authorized for the same.
- n. Reporting point for the photographer/videographer shall be at JMRC office or as directed by the Public Relation Officer of JMRC.
- o. Photography shall be executed with a professional camera of not less than 16Mega Pixels with HD video mode facility with ½ sensors.
- p. The services of agency shall include manpower with camera as specified.
- q. The agency shall be expected to execute the work in a well behaved manner.
- r. With photography series, a small duration video clip of up to 10 minutes duration may also be required occasionally.
- s. After completion of the work, all photographs/ video clips shall be handed over to the Public Relation Officer/ other authorized officer JMRC in soft copy.
- t. All Photographs/video clips shall be the sole property of JMRC. The photographer/ agency shall not use them in any form anywhere. Otherwise he/they shall be liable to be prosecuted under law.

7. The following slab will apply to additional hours of photography/videography beyond the first two hours on any given day of work:

SN	Work details	Deliverables		Rates
		Photography	Videography	
1.	Upto first 2 hours photography / videography	5 Color hard Copies (5"x7")	1 DVD of raw footage.	As per approved rate
2.	Additional photography/ videography for 3 <sup>rd</sup> - 4 <sup>th</sup> Hr	Addl. 5 color Hard copies (5"x7")	1 DVD of raw footage	10% less than the rate approved for (1)
3.	Additional photography/ videography for 5 <sup>th</sup> - 6 <sup>th</sup> Hr	+Addl. 5 color Hard copies (5"x7")	1 DVD of raw footage	15% less than the rate approved for (1)
4.	Additional photography/ videography for subsequent every 2 Hr	+ Addl. 5 color hard copies for each 2-Hour	Addl 2 DVD	20% less than approved rate for (1)

**Note:** Submit soft copies of all photographs & video clip, if any.



8. The duration of contract shall be for one year from the date of the Letter of Award (LOA). JMRC will be free to terminate the contract at any time, if the quality service rendered by the photographer/agency is not found satisfactory by JMRC.
9. The contract may be further extended for a period of 3 month on mutual consent on same terms & conditions.
10. Payment shall be made on monthly basis. The bidders will have to submit monthly bills in duplicate to JMRC with in 15<sup>th</sup> day of subsequent month.

We agree to the terms and condition of Notice Inviting Bids as referred above & the terms & condition mentioned above.

We hereby declare that, we possess the requisite technical experience. The documents as prescribed in the eligibility criteria are enclosed herewith. (Annexure – I).

- Enclosed :**
1. Documents to substantiate eligibility criteria as per clause 1 of Notice Inviting Bids.
  2. Annexure 'C' & Annexure 'D' (Blank formats) and Annexure 'E' duly signed on each page.

Date

Signature

Place

Name

Seal of Authorised Signatory

Contact No. :

Address :

E-mail ID:

**Financial Bid**

To,

Executive Director (Corp. Affairs)  
Jaipur Metro Rail Corporation Ltd.  
Jaipur.

**Sub:** Your notice inviting bids for photography/Videography work.

**Ref:** NIB No. F.1(25)/JMRC/DCA/PRO/Event Photo/2016-17/..... **Dated** .08.2017

Kindly find the enclosed here with our quotation for the photography and Videography services as desired vide above referred NIB.

S.No	Work Details	Unit	Estimated Quantity (in a year)	Rates* Per unit	Total (Rs)
[A]	[B]	[C]	[D]	[E]	[F] = [D] x [E]
1.	Photography work upto 2 hours including supply of soft copy of all the photographs and videos + Total 3 color hard copies (5"x7") of selected photos.	Per 2 hours	110calls		
2.	Additional hard copies of color photographs (5"x7").	1	450 Nos.		
3.	Albums to archive photographs 1 album containing 100 photos.	1Album@ 100 photos.	8 Album		
4.	Videography work upto2 hours, including supply video clip in DVD(without editing)	Per 2 hours	25		
5.	Additional copy of DVD with editing and mixing.	1	8		
6.	Total (1+2+3+4+5)				
7.	Taxes @ _____ %				
8.	Grand total Inclusive of all taxes				

Grand total in words: Rs .....

\*The rates above mentioned above are inclusive of all expenses & Taxes. Service Tax to be payable extra by JMRC as applicable.

**Your sincerely**

(Authorized signatory)

**Name:** For M/S.....

**Address:** .....

**Tel. No.** .....

## FORMAT OF BANK GUARANTEE FOR PERFORMANCE SECURITY DEPOSIT

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

In consideration of Jaipur Metro Rail Corporation Limited, Jaipur (hereinafter called JMRC) having agreed to exempt \_\_\_\_\_ (hereinafter called the Selected Bidder) from the **demand of security deposit of Rs. \_\_\_\_\_ on production of Bank Guarantee for Rs. \_\_\_\_\_** for the due fulfillment by the Selected Bidder of the terms & conditions to be contained in a Lease Agreement signed pursuant to the NIB No. \_\_\_\_\_ dated \_\_\_\_\_, issued by JMRC for Photography and Videography services we, \_\_\_\_\_ (name of the Guaranteeing Bank, hereinafter referred to as "the Bank") at the request of \_\_\_\_\_ (Selected Bidder) do hereby undertake to pay to JMRC, JAIPUR, an amount not exceeding Rs. \_\_\_\_\_ against any loss or damage caused to or suffered by, or which could further be caused to or suffered by, JMRC, JAIPUR, \_\_\_\_\_ by reason of any breach by the Selected Bidder of any of the terms & conditions contained in the said Lease agreement or NIB, or against any penalty imposed by JMRC on the Selected Bidder on such grounds.

2. We \_\_\_\_\_ (name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from JMRC, JAIPUR, stating that the amount claimed is due by way of loss or damages caused to or suffered by or which could further be caused to or suffered by JMRC, JAIPUR or by way of penalty imposed on the Selected Bidder by JMRC, on account of breach by the Selected Bidder of any of the terms & conditions contained in the Contract Agreement or NIB or by reason of the Selected Bidder's failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of JMRC, JAIPUR, in these counts shall be final and binding on the Bank. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_.
3. We \_\_\_\_\_ (name of the Bank) undertake to pay to JMRC, JAIPUR, any money so demanded not withstanding any disputes raised by the Selected Bidder in any suit or proceeding pending before any court or tribunal relating thereto, our liability under the present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there-under and the Selected Bidder shall have no claim against us for making such payment.

Signature of the Authorised Signatory of the Bidder.

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 **16 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 either been fully paid and its claims satisfied or discharged, or till JMRC, JAIPUR, certifies that the terms & conditions of the Contract agreement and NIB have been fully and properly carried out by the Selected Bidder and accordingly discharges this guarantee.
5. We \_\_\_\_\_ (name of the Bank) further agree with JMRC, JAIPUR, that JMRC, JAIPUR, shall have the fullest liberty without our consent and without affecting in any manner our obligations here under to vary any of the terms & conditions of the Lease agreement and to forbear or enforce any of the terms & conditions relating to the Contract agreement or NIB and we shall not be relieved from our liability by reason of any such variation or for any forbearance, and /or any omission on the part of JMRC, JAIPUR, or any indulgence by JMRC, JAIPUR, to the Selected Bidder or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Selected Bidder.
7. This guarantee shall be irrevocable and the obligations of the Bank herein shall not be conditional to any prior notice by JMRC, JAIPUR.

Place: .....

Date: ..... (Signature of the Bank Officer)

Rubber stamp of the bank

Authorized Power of Attorney Number: .....

Name of the Bank officer: .....

Designation: .....

Complete Postal address of Bank: .....

.....

Telephone Numbers .....

Fax numbers .....

Note:

4. This guarantee should be issued on non-judicial stamp paper, stamped in accordance with the Stamps Act.
5. The stamp papers of appropriate value shall be purchased in the name of the Agency.
6. 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.  
2<sup>nd</sup> Floor, RSIC Wing, Udyog Bhawan,  
Tilak Marg, C-Scheme, Jaipur-302005.

Signature of the Authorised Signatory of the Bidder.

(On Rs. 100 Non Judicial Stamp Paper)

**FORMAT OF CONTRACT AGREEMENT**

**CONTRACT AGREEMENT**

Subject: RATE CONTRACT FOR PHOTOGRAPHY AND VIDEOGRAPHY SERVICES ON ANNUAL RATE CONTRACT BASIS FOR JMRC, JAIPUR

THIS AGREEMENT is made on this 6<sup>th</sup> days of two thousand seventeen between Jaipur Metro Rail Corporation Limited (JMRC), a Company incorporated under the provisions of the Companies Act, 1956, having its corporate office at Khanji Bhawan, Udyog Bhawan Premises, Tilak Marg, C-Scheme, Jaipur, hereinafter called the "Corporation or JMRC" of the one part, represented by

\_\_\_\_\_, (which term shall, unless excluded by or repugnant to the context, be deemed to include its heirs, representatives, successors and assignees.)

And

M/s. \_\_\_\_\_ (the successful bidder) represented by of the other part, hereinafter called the "Agency" (which term shall, unless excluded by or repugnant to the context, be deemed to include its heirs, representatives, successors and assignees.)

NOW, THEREFORE, this indenture witnessed:

4. The following documents hereto shall be deemed to form an integral part of this Agreement:
  - (iv) The Notice Inviting Bids in its entirety along with all its Annexures, Appendices, etc.
  - (v) Addendum and/ or Corrigendum to the Notice Inviting Bids if issued by the Corporation.
  - (vi) The Letter of Award (LOA) issued by the Corporation in favour of the Agency.

5. Duration of Contract

The contract shall begin from the date of letter of award as per Tech. bid point no. - 3 by the successful bidder. The initial time period of the contract shall be for one year, which shall be extendable for the next 3 months, at the behest of JMRC, if required. Such extension would be on mutual agreement between JMRC and the Agency.

6. The mutual rights and obligations of the Corporation and the Agency shall be as set forth in the above documents, and in particular:

- c) The Agency shall provide the Photography and Videography services specified in the RFP document and shall fulfil 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 SERVICE PROVIDER to the Corporation, and shall at all times support and safeguard the Corporation's legitimate interest in any dealings with Third Parties; and
- d) The Corporation will make payments to the Agency in accordance with the rates mentioned in the Letter of Award & terms and conditions of the NIB.

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.

Authorized Signatory	Authorized Signatory
For Jaipur Metro Rail Corporation Ltd.	For M/s _____

Witness:

c) Name and Address

d) Name and Address

## Grievance Redressal during Procurement Process:

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

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

### (1) Filing an appeal

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

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

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

- (2) The officer to whom an appeal is filed under para (1) 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

- (d) An appeal under para (1) or (3) above shall be in the annexed Form (Annexure – E-1) along with as many copies as there are respondents in the appeal.
- (e) 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.
- (f) 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**

- (c) 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.
- (d) 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**

- (e) 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.
- (f) On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall,-
  - (iii) Hear all the parties to appeal present before him; and
  - (ii) Peruse or inspect documents, relevant records or copies thereof relating to the matter.
- (g) 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.
- (h) 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