

**Price Rs. 10,000**

**RFP for Licensing of Exclusive Rights for Outdoor Advertisement along  
Jaipur Metro Rail Corridor starting after Ram Nagar Metro Station to  
Chandpole Metro Station of Phase-1A [Package-II]**

**REQUEST FOR PROPOSAL**



**Jaipur Metro Rail Corporation Ltd.**

Corporate Affairs Directorate

2<sup>nd</sup> Floor, RSIC Wing, Udyog Bhawan ,

Tilak Marg, C-Scheme, Jaipur (Rajasthan)- 302005

Website: [www.jaipurmetrorail.in](http://www.jaipurmetrorail.in)

CIN: U60221RJ2010SGC030630

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## DISCLAIMER

This RFP is neither an agreement nor an offer by the Corporation 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 Corporation 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 Corporation, 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 Corporation, 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 Corporation 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 Corporation 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 Corporation is bound to select a bidder or to appoint the selected bidder, as the case may be, for the Work and the Corporation 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 Corporation 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 Corporation shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Selection Process.

## 1. NOTICE INVITING BIDS

### 1.1 INTRODUCTION

- i. Jaipur Metro Rail Corporation Limited (JMRC) is a Government of Rajasthan Undertaking, incorporated under the Companies Act, 1956, having its registered office at Khanij Bhawan, Behind Udyog Bhawan, Tilak Marg, C-Scheme, Jaipur (Rajasthan)-302005.
- ii. JMRC has started its commercial operations on its first line from Mansarovar to Chandpole (Phase 1A) from 3<sup>rd</sup> June, 2015, with the mission of providing a safe, green, comfortable and fast mass rapid urban transit system to the capital city of Rajasthan.
- iii. Phase 1A is of 9.6 kms. in length, with eight elevated and one underground station, at approximately one km intervals. Phase 1B, a 2.4 Km stretch from Chandpole to Bari Chopar (underground), is under construction at present.
- iv. JMRC is planning various activities on its corridor including Retail leasing, advertisement, etc., for exploring various sources of non-fare revenue.
- v. As part of this, Jaipur Metro Rail Corporation (JMRC) invites online Bids in stage two bid system, from reputed, established and financially sound agencies for grant of license for Exclusive rights for Outdoor Advertisement along Jaipur Metro Corridor starting after Ram Nagar Metro Station to Chandpole Metro Station of Phase-1A (Package-II) through an open competitive bidding process, for a period of 5 years extendable upto next 2 (two) years, in a span of one year each in accordance with terms and conditions set forth in this RFP document.

### 1.2 SCHEDULE AND DATES TO THE INVITATION OF RFP

S. No.	Item	Particulars
i.	Date of Issue of RFP	06.09.2017
ii.	Websites for downloading tender Document and subsequent clarification / modification, if any	<a href="https://eproc.rajasthan.gov.in">https://eproc.rajasthan.gov.in</a> <a href="http://www.jaipurmetrorail.in">www.jaipurmetrorail.in</a> <a href="http://www.sppp.rajasthan.gov.in">www.sppp.rajasthan.gov.in</a> <a href="http://transport.rajasthan.gov.in/jmrc">http://transport.rajasthan.gov.in/jmrc</a>
iii.	Cost of Bid Document (Non-Refundable) (Refer Clause 3.6 i)	Rs. 10,000 (Rupees Ten Thousand Only)
iv.	e-tender Processing Fee (Non-Refundable) (Refer Clause 3.6 ii)	Rs. 1000 (Rupees One Thousand Only)
v.	Estimated Annual Contract Amount for First Year of contract	Rs. 08.80 Crores (Rupees Eight Crores Eighty Lacs)
vi.	Estimated Total Contract Amount for 5 Years with escalation @ 6% compounded annually	Rs. 49.61 Crores (Rupees Forty Nine Crore Sixty One Lakh)
vii.	Earnest Money Deposit (EMD)/	Rs.17.60 lakh (Rupees Seventeen Lacs)

S. No.	Item	Particulars
	Bid Security	Sixty Thousand As per details provided in Clause 3.7 of the RFP Document
viii.	RFP Download Start Date	07.09.2017 (11:00 Hrs.)
ix.	<b>Pre-bid Conference*</b>	18.09.2017 ( <b>11:00 Hrs.</b> ) at JMRC Board Room, 3 <sup>rd</sup> Floor, Khanij Bhawan, Tilak Marg, C-Scheme, Jaipur
x.	Last date & time of submitting queries / seeking clarification*	19.09.2017 (17:00 Hrs.)
xi.	Last Date for Replies to Queries by JMRC	26.09.2017
xii.	Online Bid submission Start Date / Time	27.09.2017 (11:00 Hrs.)
xiii.	Last date and time of downloading of Bid Document including clarifications/ amendments, if any.	10.10.2017 (14:00 Hrs.)
xiv.	Last date and time for online Bid submission	10.10.2017 (14:00 Hrs.)
xv.	Physical submission of original DD / BC / BG for Tender fee, EMD / Bid Security and e-tender Processing Fee in JMRC office (Refer Clause 3.8 iv)	10.10.2017 (13:00 Hrs.)
xvi.	Date and time for opening of Technical Bid	10.10.2017 (15:00 Hrs.)
xvii.	Date and time for opening of Financial Bid of Technically qualified bidders	Subsequent to Technical Bid opening (Date to be intimated later to the Technically qualified bidders through e-procurement website)
xviii.	Website for Online Bid Submission	<a href="https://eproc.rajasthan.gov.in">https://eproc.rajasthan.gov.in</a>
xix.	Bid Validity	150 days from the last date of submission of the Bid.
xx.	Duration of Contract	Five (5) years, Extendable upto next 2 (two) years in a span of one year each on mutual consent basis on existing terms & conditions.

\*The date of pre-bid conference and query submission/reply etc. are tentative and may be changed at the discretion of JMRC. In case of any change, same will be notified on the above mentioned websites.

**Note:**

- All technical bids will be opened online on the specified date & time (refer clause 1.2 xvii above) 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 JMRC.

- ii. Corrigendum, Addendums and subsequent clarifications on bid terms, if any, can be downloaded from the above mentioned websites. Intimation for change in the schedule of Bid opening etc. shall be notified on above mentioned websites only. Keep visiting these websites for any subsequent clarifications & modifications.
- iii. Physical submission of bid is not allowed.
- iv. JMRC will not be responsible for any delay in submission of online bid due to any reason.
- v. All bidders interested to participate may contact following officer of JMRC in case of any queries:

*Executive Director (Corporate Affairs), JMRC,  
2<sup>nd</sup> Floor, RSIC Wing, Udyog Bhawan,  
Tilak Marg, C-Scheme, Jaipur-302005.  
Tel. No.0141- 5192408,  
Email: [edca@jaipurmetrorail.in](mailto:edca@jaipurmetrorail.in)*

### 1.3 ELIGIBILITY CRITERION OF BIDDERS

S. No.	Eligibility Criteria	Documents required to substantiate the same
i.	<p>The bidder should be:</p> <ol style="list-style-type: none"> <li>a. A proprietorship firm, or</li> <li>b. A partnership registered under the Indian Partnership Act, 1882 or the Limited Liability Partnership Act, or</li> <li>c. A company incorporated under the Companies Act, 1956</li> </ol> <p>and</p> <p>Should be in existence since last five financial years excluding the current financial year, i.e., should be registered <b>on or before 31.03.2012.</b></p>	<ol style="list-style-type: none"> <li>a. Registration certification of the firm / Partnership deed / Certificate of incorporation etc.</li> <li>b. Articles of Association &amp; Memorandum of Association (If applicable)</li> </ol>
ii.	<p>The bidder should neither be a black listed firm nor should its contracts been terminated / foreclosed by any company / government department / public sector organisation during last 5 financial years ending 31.03.2017 and during current financial year till date of bid</p>	<p>A self-declared certificate to this effect, signed by authorised signatory of the bidder company/ firm in the Bid profile (Annexure-III of RFP).</p>



S. No.	Eligibility Criteria	Documents required to substantiate the same
	submission, due to non-fulfilment of Contractual obligations.	
iii.	<p>Either the Registered Office or the functional Branch Office of the bidder firm should be located in Jaipur</p> <p style="text-align: center;"><b>OR</b></p> <p>The firm should agree to open its functional branch office in Jaipur before issue of NTP.</p>	<p>Registration certificate of office in Jaipur / Running Lease Agreement supported by Current Land Line Telephone / Electricity / Water connection Bill etc. in the name of bidder firm for the given address.</p> <p style="text-align: center;"><b>OR</b></p> <p>A self-declaration mentioning that firm shall open its office in Jaipur before issue of NTP in the bid profile (Annexure-III of RFP).</p>
iv.	<p><b><u>Turnover:</u></b></p> <p>The bidder should have average annual financial turnover of Rs 9 Crore (Rupees Nine Crore) in last three financial years (2014-15, 2015-16 and 2016-17).</p>	<p>Bidder is required to present the data as per Annexure-V along with supporting documents for last 3 financial years as mentioned below: Audited Profit &amp; Loss A/c and / or audited Balance Sheet showing the required turnover, certified by a Chartered Accountant with stamp and signature</p> <p style="text-align: center;"><b>OR</b></p> <p>Complete Income Tax Return (ITR) showing the required turnover, certified by a Chartered Accountant with stamp and signature</p>
v.	<p>The bidder firm should have experience of having successfully completed works/contracts in the field of outdoor Publicity/ Media signages or station/ train advertisements with Central and State Government Departments/ Banks/ Public Sector undertakings/Statutory Local bodies/ Private Companies within India.</p> <p>The bidder firm should have</p>	<p>Bidder is required to submit the details as per Annexure-IV along with supporting documents as mentioned below: <b><u>Either</u></b> Certificate(s)/ document(s) of completion of the contract/work(s) issued by the authorised signatory of the contract/work/ licence awarding agency, mentioning: 1. Period of the contract/ work/</p>

S. No.	Eligibility Criteria	Documents required to substantiate the same
	<p>satisfactorily and successfully completed such contracts (as above) during last five financial years (2012-13, 2013-14, 2014-15, 2015-16 and 2016-17&amp; in current Financial Year 2017-18 till date of bids submission) should be either of the following:</p> <p>a. Three such completed contracts each of contract value not less than the amount equal to Rs. 3.50 Crore.</p> <p><u>OR</u></p> <p>b. Two such contracts each of contract value not less than the amount equal to Rs. 4.50 Crore.</p> <p><u>OR</u></p> <p>c. One such contracts each of contract value not less than the amount equal to Rs.7 Crore.</p>	<p>licence, and</p> <p>2. Amount paid for the contract/ work/ licence.</p> <p><u>OR</u></p> <p>Copy of the documents as under:</p> <p>1. LoA/ license agreement/ work order mentioning contract duration &amp; contract amount, and</p> <p>2. Extension / renewal of license / contract for next duration having reference of original agreement / LoA/ Work order.</p>
vi.	Bidder should possess the following documents at the time of bid submission.	<p>a. Income Tax Registration ( PAN )</p> <p>b. GST Registration</p>

**Note:** All the documents as per requirement of the RFP must be in the name of bidder firm only.

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

**Chairman & Managing Director**  
**Jaipur Metro Rail Corporation**

## 2. DEFINITIONS

In this RFP, the following expressions shall have the meaning stated herein unless repugnant to the context or meaning thereof:

- **“Agency”** means the successful bidder who has signed Licence Agreement pursuant to this RFP.
- **“Agreement”** or **“Licence Agreement”** means the Contract / Licence Agreement to be executed between JMRC and successful bidder, subsequent to the Letter of Acceptance as per the format at Annexure- V;
- **“Addendum / Amendment”** means any written amendment / addendum / corrigendum to this RFP, from time to time issued by JMRC to the prospective bidders;
- **“Advertisement media”** means advertisement inserts, panels, flexes, Media signage, LED / LCD screen, etc.
- **“Applicant(s)/Bidder(s)”** means interested bidder(s) submitting a Proposal pursuant to this RFP;
- **“Authority”** means Jaipur Metro Rail Corporation;
- **“Bid”** shall mean a valid, final and binding offer, which includes the Technical Documents and Financial Proposal, EMD and other documents submitted by a bidder in response to and on the terms and conditions contained in this Bid Document / RFP.
- **“Bid Document”** shall mean this RFP document, including all annexure attached hereto and any addenda issued in accordance with the terms hereof.
- **“Bidder Authorization”** shall mean the authorization to the person signing the bid as per Annexure VIII - Power of Attorney in favour of the person signing the bid.
- **“Indoor advertisements”** means that advertisements which are inside Metro stations/trains not visible from road.
- **“JMRC/JMRC/ Jaipur Metro/ Corporation/ Metro”** means Jaipur Metro Rail Corporation;
- **“Jaipur Metro Corridor”** means the Jaipur metro Phase 1A from dead end of Mansarovar Station including Depot to Chandpole Metro Station (approx. 9.6 KMs).
- **“Jaipur Metro Phase 1A”** means the Jaipur Metro Phase 1A - from dead end of Mansarovar Station to Chandpole Metro Station (including Mansarovar depot) (approx. 9.6 KMs).
- **“Letter of Acceptance (LoA)”** means the written notice issued by JMRC to the selected bidder(s) intimating the acceptance of selected bidder's Proposal for the award of License;
- **“License”** shall mean the license granted under the License Agreement to undertake the activity of outdoor advertising pursuant to this RFP;

- **"Licensee"** shall mean the successful bidder with which JMRC signs license agreement for the outdoor advertisement rights in furtherance to this bidding process;
- **"License Fee"** means the amount payable by the licensee to JMRC as per rates offered by the selected bidder for utilization of licensed space for advertisement and accepted by JMRC to be paid by the Licensee along with other charges and any kind of Central or State Taxes, local levies, statutory dues, etc. that may be payable by the licensee as per prevalent law.
- **"Outdoor Advertisements"** means all outdoor advertisements which are on Metro corridor/Metro depot and in parking area etc. visible from road/parking area.
- **"Permits" shall mean and include** all applicable statutory, environmental or regulatory licenses, authorization, permits, consents, approvals, registrations and franchises from concerned authorities.
- **"Proposal(s)"** shall mean a valid, final and binding offer comprised of Technical Proposal, Financial Proposal, Earnest Money Deposit and other documents as required under this RFP to be part of the bid/proposal submitted by the respective bidders, in response to and on the terms and conditions contained in this RFP;
- **"NTP"** means notice to proceed i.e., letter to be given to successful bidder for installation of advertisement media and placing advertisements subsequent to signing of agreement pursuant to this RFP;
- **"RFP"** means this 'Request for Proposal' for licensing of exclusive advertisement rights inside nine Jaipur Metro Stations;
- **"Space(s)"** means the advertisement spaces identified/ planned/ used for placing outdoor advertisement pursuant to this RFP;
- **"Package-II"** shall mean After Ram Nagar Metro Station to Chandpole Metro Station.

### 3. INSTRUCTIONS TO BIDDERS

#### 3.1 GENERAL INSTRUCTIONS

- i. This RFP (Request For Proposal) Document and any addenda thereto, together with any further communications are issued for the purpose of inviting bids only. The bidder shall not disclose any information contained in the documents or otherwise supplied in connection with this bid invitation to any third party except for the purpose of preparing his Bid. The bidder shall maintain complete confidentiality till the Contract is awarded. In the event that such confidentiality is breached, the JMRC may reject the Bid.
- ii. The bidders are advised to explicitly read this RFP document, addendum /corrigendum /clarification issued, if any, as available on state e-procurement website <https://eproc.rajasthan.gov.in>, Corporation's website <https://www.jaipurmetrorail.in>, <https://transport.rajasthan.gov.in/jmrc> & state procurement portal [www.sppp.rajasthan.gov.in](http://www.sppp.rajasthan.gov.in) and General Condition of Contract (GCC) & SHE Manual, available on Corporation's website <https://www.jaipurmetrorail.in> and/or <https://transport.rajasthan.gov.in/jmrc> before submitting the Bid. By submitting the Proposal, the bidder agrees to all the points explicitly included in the scope of lease & all other terms & conditions mentioned in the RFP, GCC & SHE Manual.
- iii. Each bidder will be deemed to have inspected the sites, the surroundings and inspected all necessary documentation and made all inquiries, prior to participating in the bid process. The space is being offered on "as is where is basis". The bidder will have to satisfy himself/herself/themselves that the space is suitable for providing services as per the terms of this RFP.
- iv. If any change/ addition/ deletion is made by the bidder in the RFP document and if the same is detected at any stage even after the award of the Contract / execution of license agreement, full Earnest Money Deposit/Security Deposit will be forfeited and the contract will be terminated at the risk and cost of the bidder/Licensee.
- v. Alterations or overwriting, if any, should be avoided. However, if there are any, should be legible and signed by the bidder alongside such alterations or overwriting. However, whitener should not be used for any alterations.
- vi. Bids received after the last date and time for depositing Bid shall not be considered. Bids sent by fax, post or e-mail will not be considered.
- vii. If some of the document/annexure(s) is/are missing, the Corporation has the right to reject the Bid as invalid Bid.
- viii. The proposal shall not contain any conditional offer or discount etc. Bids containing such offers will be summarily rejected.
- ix. Bids complete in all respects must be submitted online not later than the date and time

indicated therein. JMRC may, at its discretion, extend this deadline for the submission of Bids by amending the RFP Document and in that case all rights and obligations of JMRC and the bidders previously subject to the original deadline shall thereafter be subject to the deadline as extended.

- x. The bidder will be bound by the details furnished by it to JMRC while submitting the Bid or at subsequent stage. In case any of such documents furnished by it is found to be false at any stage, it would be deemed to be a breach of terms of contract making it liable for legal action besides termination of License.
- xi. JMRC may at its sole discretion and at any time during the processing of Bid, disqualify any bidder from the Bidding process if the bidder has :—
  - 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 Bid document, which is not accompanied by required documentation and Earnest Money Deposit (EMD) is non-responsive.
  - d. Fails to provide clarifications related thereto, when sought.
- xii. JMRC, at its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
  - a. suspend and /or cancel the bidding Process and/ or amend and/ or supplement the bidding Process or modify the dates or other terms and conditions relating thereto;
  - b. consult with any bidder in order to receive clarification or further information;
  - c. retain any information and/ or evidence submitted to the JMRC by, on behalf of, and/ or in relation to any bidder; and/ or
  - d. Independently verify, disqualify, reject and/ or accept any and all submission or other information and/ or evidence submitted by or on behalf of any bidder.
- xiii. It shall be deemed that by submitting the bid, the bidder agrees and release the JMRC, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and: or in connection herewith and waives any and all rights and / or claims it may have in this respect, whether actual or contingent, whether present or future.
- xiv. No further discussion /interface will be held with the bidders whose bids have been Rejected/ Disqualified / Technically Disqualified.

- xv. Any Bid not accompanied by valid Earnest Money Deposit (Bid Security), e-tender processing fee and the cost towards Bid document, in acceptable form will be liable to be treated as being non-responsive.
- xvi. At any time prior to the deadline for submission of Bid, JMRC may, for any reason, whether at its own initiative or in response to clarifications requested by a bidder, modify the Bidding Document by the issuance of addenda/corrigenda, on the websites referred at Clause 1.2 of the RFP.
- xvii. The Bid and all related correspondence and documents in relation to the Bidding Process shall be in English language. Supporting documents and printed literature furnished by the bidder may be in any other language provided that they are accompanied by translations of all the pertinent passages in the English language, duly authenticated and certified by the bidder. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail.
- xviii. The JMRC reserves the right to verify all statements, information and documents submitted by the bidder in response to the Bid Document. Any such verification or lack of such verification by the JMRC shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of the JMRC there under.

### **3.2 DUE DILIGENCE BY BIDDER**

- i. The bidders are required to examine carefully all the contents of the RFP Document including instructions, conditions, forms, terms, specifications and take them fully into account before submitting the Bid. Failure to comply with the requirement(s) of RFP Document will be at the bidder's own risk & responsibility.
- ii. Bidders are advised to carry out extensive survey of JMRC Metro Rail corridor and analysis at their own cost, before submitting the Bid. The bidders must familiarize themselves with the outside advertisement spaces of Jaipur Metro, visit the Metro Stations and Mansarovar Depot & take note of the extra precautions to be taken in installation of outdoor advertisement media and associated equipments from security & safety aspect of Jaipur Metro and consider it while preparing and submitting the bid. They are required to verify the information given in respect of area, locations etc. and seek clarifications, if any, from JMRC before submitting the bid.

### **3.3 PRE-BID CONFERENCE**

- i. For the purpose of providing an opportunity to the prospective bidders to obtain clarifications and/or give suggestions with regard to this RFP and bid process, a pre-bid



conference has been arranged as per the schedule indicated in the Clause “Notice Inviting Bids” (Clause 1.2).

- ii. Bidders are advised to visit the sites / stations to get specific idea about respective Advertisement Space(s) and familiarise themselves with the proposed arrangements & all activities necessary in this regard before pre-bid conference.
- iii. Queries / request for clarification should be submitted through e-mail or in writing by the date & time prescribed in Notice Inviting Bids and the same received after the date & time prescribed may not be taken into consideration.
- iv. The post conference queries regarding this RFP, may be addressed to :

*Joint General Manager (Revenue), JMRC,  
2<sup>nd</sup> Floor, RSIC Wing, Udyog Bhawan,  
Tilak Marg, C-Scheme, Jaipur-302005.  
Tel. No.0141- 5192407, Email: [jgmrevenue@jaipurmetrorail.in](mailto:jgmrevenue@jaipurmetrorail.in).*

### **3.4 CLARIFICATION / AMENDMENT /ADDENDUM**

- i. At any time prior to the deadline for submission of Bid, JMRC may, for any reason, whether at its own initiative or in response to clarifications requested by a bidder, modify the bidding document by the issuance of addenda/corrigenda.
- ii. Any addendum/corrigendum or responses to the queries, thus issued will be sent in writing through the official website of JMRC <https://www.jaipurmetrorail.in>, <https://transport.rajasthan.gov.in/jmrc> State Public Procurement Portal [www.sppp.rajasthan.gov.in](http://www.sppp.rajasthan.gov.in) and state e-procurement portal <https://eproc.rajasthan.gov.in>. Prospective bidders are advised to keep visiting these websites for updates.
- iii. In order to offer the bidders reasonable time for taking an addendum/corrigendum into account, or for any other reason, JMRC may, in its sole discretion, extend the last date and time of bid submission.
- iv. JMRC may or may not reply to queries at its discretion.
- v. JMRC may issue clarification/ amendments on its own or in response to queries. All clarifications and interpretations issued by the JMRC shall be deemed to be part of the Bid Document. Verbal clarifications and information given by JMRC or its employees or representatives shall not in any way or manner be binding on the JMRC.
- vi. Requests for clarifications shall be furnished in the following format:



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

### 3.5 DETAILS OF AVAILABLE ADVERTISEMENT SPACE(S) AND BASED RATE

- i. Tentative area of advertisement spaces available outside Metro corridor is described & summarised in the table below:

Package	Section of Jaipur Metro Corridor Phase – 1A	Tentative available Space (Sq. ft.)	Minimum Guaranteed Space (Sq. ft.)	Base Rate (Rs. per sq. ft. per month)
[A]	[B]	[C]	[D]	[E]
II	After Ram Nagar Metro Station to Chandpole Metro Station	24445	20000	300

The section wise indicative details of advertisement spaces are available at Annexure-XIII.

- ii. Bidders will have to quote license fee in terms of percentage above or below of the base rate
- iii. The licensee shall pay the license fee for advertisements on minimum guaranteed space, as per column 'D' in the table above, to JMRC as per accepted rates, even if it is not able to plan/ sale the minimum guaranteed space.
- iv. The license area indicated in Annexure-XIII are indicative and there is no restriction from JMRC for minimum or maximum number of advertisement panels / flexes to be placed in the area to be used for advertisement, if it found feasible and not obstructing or restricting the metro operations, without affecting safety or movement of passengers, road traffic and aesthetic look of the Metro corridor, subject to provisions of variation clause of this RFP and subject to the approval of plan by JMRC. The license fee shall be chargeable proportionate to the area utilised as per relevant provisions of this RFP.

### 3.6 COST OF BID DOCUMENT (TENDER FEE) AND E-TENDER PROCESSING FEE

- i. The complete bid document can be downloaded for online submission from the website <https://eproc.rajasthan.gov.in>. **Cost of Bid Document** (Tender fee) Rs. 10,000 (Rs. Ten Thousand only) 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** Rs.1,000 (Rs. One Thousand only) shall be paid in the form of demand draft/ bankers cheque of scheduled bank drawn **in favour of ‘Managing Director, RISL’, payable at Jaipur.**
- iii. Any bid not accompanied by proof of payment of cost of bid document (tender fee) / e-tender processing fees in acceptable form will liable to be treated as being non-responsive and shall be rejected.

### 3.7 BID SECURITY / EARNEST MONEY DEPOSIT (EMD)

- i. EMD (Bid Security) of Rs. 17,60,000/- (Rupees Seventeen lakh Sixty Thousand only) in the form of Demand Draft/ Bankers Cheque on any Scheduled Bank drawn **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 180 days from the Last date of Bid submission**) in the format enclosed at Annexure-VIII drawn on any Scheduled Bank (having its branch in Jaipur) in favour of Jaipur Metro Rail Corporation Ltd., payable at Jaipur.
- ii. The Bid Security / EMD shall be deposited in JMRC office as prescribed in Clause 3.8 (iv).
- iii. 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 summarily rejected.
- iv. The Bid Security / Earnest Money Deposit shall be forfeited in the following cases:
  - a. when the bidder withdraws or modifies its bid after opening of bids;
  - b. when the bidder does not execute the agreement, if any, after placement of supply / work order within the specified period;
  - c. when the bidder fails to commence the supply of the goods or service or execute work as per supply / work order within the time specified;
  - d. when the bidder does not deposit the performance security within specified period after the supply / work order is placed; and
  - e. if the bidder breaches any provision of code of integrity prescribed for bidders specified in the RTPP Act and Chapter VI of the RTPP Rules.

The decision of JMRC in this respect shall be final and binding.

- v. The Bid Security / Earnest Money of successful bidder may be adjusted against Performance Security Deposit or shall be refunded after deposition of the full Performance Security Deposit, as the case may be.

- vi. The bid security / earnest money shall be returned promptly after the earliest of the following events, namely:
  - a. the expiry of validity of bid security;
  - b. the execution of license agreement and full performance security is furnished by the successful bidder;
  - c. the cancellation of the procurement process; or
  - d. the withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.
- vii. If the successful bidder fails to deposit the required security deposit(s) or to execute the agreement within the specified period without any valid reasons, such failure will be treated as a breach of the terms and conditions of the tender and will result in forfeiture of the Earnest Money, in part or in full, at the discretion of Jaipur Metro Rail Corporation Limited (JMRC).
- viii. The EMD of unsuccessful bidders will be refunded/returned within 30 days after signing of the License Agreement with the successful bidder or after the expiry of the validity of the offer (unless extended), whichever is earlier. No interest shall be paid on the EMD.

### 3.8 SUBMISSION OF PROPOSAL

- i. Submission of bids through online process is mandatory for this tender. Bids sent by post, fax or e-mail or presented in person will not be considered.
- ii. The bidder should get itself 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. The complete bid document can also be seen on Corporation's website <https://www.jaipurmetrorail.in>, <https://transport.rajasthan.gov.in/jmrc> and state procurement portal [www.sppp.rajasthan.gov.in](http://www.sppp.rajasthan.gov.in).
- iii. **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. This DSC will be used to sign the bids submitted online by the bidder. Unsigned bids shall not be entertained and be summarily rejected.**
- iv. Bidder (authorised signatory) shall submit their offer on-line in Electronic formats 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. In addition to this, DD/ Bankers

Cheque /BG for Tender Fee, e-tender Processing Fee and EMD must be submitted physically at the following address of JMRC **with a covering letter mentioning therein the details & name of the RFP**, by the scheduled date and time as per NIB Clause 1.2.

*Executive Director (Corporate Affairs)  
Jaipur Metro Rail Corporation Limited,  
2<sup>nd</sup> Floor, RSIC Wing, Udyog Bhawan,  
Tilak Marg, C-Scheme, Jaipur-302005.*

In absence to physical submission of the DD/ Bankers Cheque / BG for Tender Fee, e-tender Processing Fee and EMD in JMRC, the Bid shall summarily be rejected.

- 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 must be 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 bid 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 Annexures of RFP duly filled in support of eligibility, EMD, tender fee and e-tender processing fee. **Apart from being digitally signed, all the documents should be signed and stamped on each page, before scanning, by the authorised representative of the bidder.**

All the applicable Annexure shall be duly filled, physically signed & scanned (in PDF format) and digitally signed on each page and to be submitted online as part of technical bid.

**Financial proposal should not 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-XIV.

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. The same XLS/ XLSX file is a password protected file. Don't unprotect the file.
- iii. Fill '**Bidder's Name**' & quote **percentage above or below** in Green background cells in the downloaded Financial Bid format. Don't fill-in other colour cells.
- iv. Validate the above sheet and save the same file in your computer and upload this duly filled file.

Note: Rate quoted should be all inclusive for carrying out activities as detailed in the scope of license. It is to be noted that GST and any other taxes, as applicable shall be chargeable extra as per the prevailing rate and rules and shall be borne by the bidder separately.

### 3.9 EVALUATION OF BIDS

- i. The bids will be opened online on website at the date and time, place as specified in the Clause 1.2 (Notice Inviting Bids) of this RFP in the presence of bidders or their authorized representatives who choose to attend the opening of Bid. The bidders or their authorized representatives who are present to witness the Bid opening shall sign an attendance sheet / register evidencing their attendance as a witness to the Bids opening process. In the event of the specified date of Bid opening being declared a holiday, the Bids will be opened on the next working day at the same time and place or on any other day/time, as intimated by the JMRC.
- ii. Only Technical Bids will be opened first and evaluated as per the eligibility criteria set forth in this RFP document.
- iii. Financial Bids will remain unopened until the time of opening of the Financial Bids.
- iv. The Financial Bids of only those bidders who clear Technical evaluation stage will be opened & evaluated. The date and time of opening of financial bid shall be communicated to technically qualified bidders through state e-procurement website <https://eproc.rajasthan.gov.in>. The technically qualified bidders may attend the opening of the financial bid, if they so desire.
- v. The bidders or their authorized representatives who want to be present to witness the financial bid opening shall sign an attendance sheet / register evidencing their attendance as a witness to the financial bid opening process. In the event of the specified date of financial bid opening being declared a holiday, the financial bids will

be opened on the next working day at the same time and place or on any other day/time, as intimated by the JMRC.

- vi. The **financial evaluation shall be done as per percentage above or below quoted by bidder in Column No. 6** of Financial Bid / BOQ. Out of these, the bidder whose quote in percentage is highest will be finally selected and adjudged as the successful bidder.
- vii. In case two or more responsive bidders have quoted the same rate of License fee, which is also the highest License fee offered, then all such bidders will be given an opportunity to revise their financial bid by submitting fresh financial bid(s), which shall necessarily be higher than the previous bid. The revised financial bid shall be submitted by the date and time as notified to the concerned bidders.
- viii. In case two or more responsive bidders again quote the same rate of License fee in their revised Financial Bids, then JMRC will resort to an open auction among the same bidders (i.e., who have quoted the same License fee) and the bidder for respective bid whose offer is highest, shall be declared as successful bidder. The date and time of auction will be notified to the concerned bidders.
- ix. For the proper evaluation of the proposal, if clarifications are found to be necessary JMRC may at its discretion, ask for such clarification and bidder shall be obliged to provide such clarifications within the time specified by JMRC.
- x. Notwithstanding anything contained in the RFP Document, the Authority reserves the right to (i) accept any Bid not necessarily highest, (ii) reject any Bid, (iii) reject all Bids and annul the bidding process, without assigning any reason at any point of time before issuance of a Letter of Acceptance, without incurring any liability.
- xi. All decisions whether a bid is non- responsive, unacceptable or whether a Bid Security is fraudulent or unacceptable or non- compliant, will be that of JMRC.
- xii. No further discussion/ interface will be held with the bidders whose bids are rejected/ disqualified / technically disqualified.

### **3.10 AWARD OF CONTRACT, SIGNING OF LICENSE AGREEMENT & SECURITY DEPOSIT**

- i. Prior to the expiry of the period of validity of the bid, the successful bidder shall be notified through a Letter of Acceptance (LoA) sent through email to be confirmed in writing by Registered / Speed Post / By hand that its Bid has been accepted.
- ii. Upon receipt of the 'LOA', the successful bidder(s) shall return one copy of the LOA duly signed and accepted and stamped by its authorized signatory **within 10 working days** of from the date of issue of LOA and submit security deposits **within 20 days** from the date of issue of LOA, as below:

- a. **Performance Security Deposit** equal to 10% of the accepted annual License Fee amount for the area estimated in RFP and applicable for the 1<sup>st</sup> year of License, in the form of Bank Guarantee (Annexure-IX) from any scheduled bank ( having its branch at Jaipur) in favour of Jaipur Metro Rail Corporation Ltd. The bank guarantee should remain valid for a period of 9 months (Nine months) beyond the date of expiry of the ‘License Agreement’ from the date of issue of PBG. The Performance Security is to ensure due performance of all obligations of the agency under the contract against an event of default by the agency and/or any material breach of its obligations there under. The Performance Security Deposit shall be refunded after adjustment of outstanding dues, if any, made in accordance with this contract, to the bidder on his application within one month after the site is handed over to JMRC at the end of full term of license period.
- b. **Installation Security** of Rs 10,00,000 (Rupees Ten Lakh only) in the form of bank guarantee (Annexure-X) from any scheduled bank in favour of Jaipur Metro Rail Corporation Ltd., which shall be returned without any interest, after completion of initial installation of advertisement media or after 6 months from the date of issue of NTP, whichever is later, after adjusting the cost of damages to JMRC properties, if any, after receipt of certificate of commencement from the agency. The installation security is to ensure that there is no damage to the JMRC assets during installations by the Agency. **The Installation Security Deposit shall be kept valid for a period of 9 months (Nine months) from the date of Issue of Bank Guarantee.** In case of delay in installation, agency will have to extend the validity of Installation Security for a period as per JMRC.
- iii. The performance security deposit and installation security deposit can also be deposited in the form of DD/ Banker’s Cheque of scheduled bank drawn in the favour of Jaipur Metro Rail Corporation, payable at Jaipur.
- iv. The security deposits shall not carry any interest during the tenure of the license.
- v. Subsequent to acceptance of ‘LOA’ by the successful bidder as above, and deposition of performance security deposit & installation security deposit, a demand for deposit of first quarter license fee shall be raised by JMRC.
- vi. License agreement on a non-judicial stamp paper of appropriate value as per stamp act, as per format at Annexure –VI shall be executed between the successful bidder and JMRC within 20 days of issue of LoA. The original copy of the agreement shall be retained by JMRC and the copy shall remain with agency.
- vii. The selected bidder shall not be entitled to seek any deviation, modification or amendment in the license agreement.
- viii. Till the signing of the license agreement, the LoA shall form a binding contractual agreement between JMRC and the successful bidder(s) as per terms of this RFP.



- ix. The cost of stamp duty for execution of license agreement and any other related legal documentation charges / incidental charges shall be borne by the successful bidder only.
- x. JMRC shall retain the right to withdraw the LoA in the event of the successful bidder's failure to accept the LoA within the limit specified in the above clause. In that event, JMRC shall forfeit the Bid Security of the successful bidder. The bidder shall not seek any claim, compensation, damages or any other consideration whatsoever on this account.
- xi. If the bidder fails to deposit the required Security Deposits or to execute the agreement within the specified period without any intimation to JMRC, such failure will be treated as a breach of the terms and conditions of the tender and may result in forfeiture of the Earnest Money Deposit(Bid Security) / Security Deposits, in part, or in full at the discretion of JMRC. Any request for extension of time for deposition of security deposit shall be made in writing with due justification and it shall be at the discretion of JMRC to accept or reject such request. Such request, at the discretion of JMRC may be accepted with imposition of penal surcharge as per following:

Days from date of issue of LoA	Rate of penal charges to be submitted in form of DD / Bankers cheque (Non-refundable)
Up to 20 days	Nil
21 <sup>st</sup> day to 25 <sup>th</sup> day	@ 0.1% flat of the approved license fee of first year as per LoA
26 <sup>th</sup> day to 31 <sup>st</sup> day	@ 0.2% flat of the approved license fee of first year as per LoA
32 <sup>nd</sup> day to 40 <sup>th</sup> day	@ 0.5% flat of the approved license fee of first year as per LoA

- xii. JMRC shall have the right to invoke and appropriate the proceeds of the Security Deposits in whole or in part, without notice to the Agency in the event of breach of this Agreement or for recovery of liquidated damages or penalties.
- xiii. The performance security deposit shall be refunded after adjustment of outstanding dues, if any, made in accordance with this contract, to the bidder on his application within one month after at the end of full term of license period.
- xiv. Performance security deposit shall remain constant for an increase in area up to 10%. however, in case of increase in area more than 10% than it shall be increased on pro-rata basis and shall be deposited within 10 days of issue of demand.
- xv. JMRC shall reserve the right for deduction of JMRC dues from the performance security deposit at any stage of agreement, i.e., current/ completion/termination/surrender, against:



- a. Any amount imposed as penalty and adjustment for all losses/damages suffered by JMRC for any non-conformity with the terms & condition of the agreement.
  - b. Any amount for which JMRC becomes liable to the Government/ Third party due to any default by any employee / agent of the licensee.
  - c. Any payment/ fine imposed under the order/judgment of any court/consumer forum or law enforcing agency or any person working on behalf of the licensee.
  - d. Any other outstanding JMRC's dues/ claims, which remain outstanding after completing the course of action as per this License Agreement.
- xvi. In case of non-acceptance of LoA or non-deposition of security deposit(s) or non-signing of license fee by the successful bidder, even after 40 days of issue of LoA, JMRC shall cancel the LoA and may award the contract to the bidder next in the ranking, at its discretion.

#### **4. SPECIAL CONDITIONS OF CONTRACT (SCC)**

##### **4.1 OBJECTIVE OF THE LICENSE**

- i. To augment non-operational revenue of JMRC through advertisements.
- ii. Position Jaipur Metro as a most sought after location for advertising.
- iii. Contribute to the aesthetical view of the Jaipur Metro through high quality advertising comparable to world class Airports & Metro Railways and other leading destinations.
- iv. Provide value to the Corporate who advertises in Jaipur Metro.

##### **4.2 SCOPE OF LICENSE**

- i. The selected bidder shall have exclusive rights to design, install, manage, operate, maintain, market and sell advertising opportunities in respect of the authorised spaces along Jaipur Metro Corridor starting after Ram Nagar Metro Station to Chandpole Metro Station (Package-II) including their parking area, pillars, portals and viaduct, subject to the terms and conditions specified in this RFP and as per approval conveyed through NTP.
- ii. Advertisement spaces may include all possible spaces outside stations, parking area, depot, pillar, portals viaduct without audio/video content, which may or may not include the indicative spaces of Annexure-XIII. The licensee shall be encouraged to use innovative methods of advertisement, subject to variation clause, like unipole, cylindrical pole, metro pillar wrapping, etc. and the licence fee shall be chargeable for the surface area of the display advertisement.

- iii. The advertisement spaces outside metro properties and visible from road-side including on depot boundary wall & parking area shall be treated as out-door advertisement, for the purpose of this contract. Whether an advertisement is out-door advertisement or indoor advertisement, shall be decided by JMRC.
- iv. The proposed advertisement space at stations shall be furnished by the licensee at their own cost, as per JMRC's specifications and the same shall be available for utilization as commercial advertisements as per terms & conditions of the contract. At no stage, installed advertisement panels shall be left vacant. In intervening time, when license is not fully utilized, all the advertisement spaces should present a pleasant & aesthetic view and no space shall bear a barren, deserted & shabby look.
- v. The licensee will have exclusive right to display advertisement through advertisement media only except that metro administration may put its own advertisement media (out of the space included in NTP) for passengers to inform them of metro's own products or services or such other advertisement media as metro have to put under directions of the government on the space developed by Jaipur Metro, if any.
- vi. The sites / spaces of metro corridor where advertisement media are placed shall exclusively belong to the JMRC, without creating any right, title or interest of whatsoever nature in the said spaces in favour of the successful bidder. Jaipur Metro will provide only bare locations as is where basis for placing advertisement media for advertisement purpose on license basis. The successful bidder will at his own expense shall provide advertisement media with advertisements and place them.
- vii. Only Licensee or the person authorised by the licensee paying the License fee regularly and adhering to its obligations under the terms and conditions of this RFP and the consequential License Agreement shall be allowed to place advertisement media for advertisement purpose during the License period.
- viii. The Licensee will have the right to place advertisement media outside the metro stations and corridor (pillars, viaduct etc.) only at the earmarked locations. The Licensee will need to obtain a written approval from JMRC by way of NTP before putting any form of advertisement media and JMRC reserves the right to refuse or to suggest an alternation to the same.
- ix. The license herewith granted shall not be construed in any way as giving or creating any other right in favour of the licensee but shall be construed to be only as a license in terms & conditions herein contained.
- x. The licensee will sell display spaces of advertisement media in open market on its determined rates without any restrictions from JMRC.
- xi. JMRC is separately leasing out retail & other spaces inside metro stations and the retailers / other leased spaces lessee /licensee will have rights for advertisement of their own products on their retail spaces. The licensee shall have no rights for advertisement on such leased spaces.
- xii. JMRC has also leased out spaces on metro stations for bank ATM(s). One such ATM is leased out on ground floor (road level) at each entry/exit of all metro stations. Such banks are allowed to display name of their bank which is visible from road site. The successful bidder(s) will not have any right on such advertisements.

- xiii. The licensee shall have no rights for indoor & outdoor advertisement on metro trains & / inside Metro Stations and JMRC shall have rights to award such rights to any other agency through separate contracts.
- xiv. The license granted under this RFP is valid for award of advertisement rights for Jaipur Metro corridor including outside of existing four stations/ parking area etc. and licensee will not have any right / claim for award of license for outdoor advertisements for upcoming JMRC stations/corridor under Phase 1B.

#### **4.3 PRELIMINARY PLAN & NOTICE TO PROCEED (NTP)**

- i. Licensee shall submit advertising plan of deployment of advertisement media as per scope of licence, immediately after signing of the agreement for each of the space identified for both the sections, indicating the type of media and its format, location of advertisement spaces, material specifications etc. with compliance to existing guidelines or any other applicable policy, statutes, codes, applicable laws. However, Licensee is solely responsible for the compliance of applicable laws. All the advertising sites /panels/media proposed by the Licensee in the plan shall be subject to the approval by JMRC with regard to:-
  - a) Operational feasibility,
  - b) Aesthetics,
  - c) Safety & Security Concerns, and
  - d) Road safetyIn any case, the preliminary plan is to be submitted within 45 days issue of LoA, else JMRC shall have rights to terminate the contract and forfeit the security deposit(s)/ EMD available with it.
- ii. In the preliminary plan, the licensee shall inter-alia, submit a list of proposed advertisement spaces, their locations & sizes and type of advertisement media, as part of the minimum guaranteed area along with additional area that the licensee wishes to utilize, in the format of Annexure-XIII along with other details.
- iii. JMRC will have the right to approve the Licensee's first deployment plan (preliminary plans, specifications and material specifications) with such changes, as it may find necessary and compliance of all such changes and modifications in the first deployment plan / preliminary plans as suggested by JMRC shall be mandatory for the licensee. The Licensee shall submit final deployment plan, Specifications & material specifications and schedule to JMRC within 7 days from JMRC's communication requiring modifications.
- iv. Subsequently, after signing of license agreement and deposition of advance license fee of first quarter, Notice To Proceed (NTP) shall be issued by JMRC, along with the approval of first deployment plan. Normally it takes 10 days' time in issuing NTP after submission of final plan.

- v. Even after issue of NTP, JMRC will have the right to suggest changes, as it may find necessary and compliance of all such changes and modifications in the deployment plan / preliminary plans as suggested by JMRC shall be mandatory for the licensee.
- vi. Even after issue of NTP, the work at site can be started after clearance of all statutory obligations / requirements.
- vii. The Licensee shall be given a license free grace period of 45 (Forty Five) days from the date of issue of NTP for completion of fabrication and deployment of advertisement media at planned spaces.
- viii. If any approval is required to be taken from any local authority for display of any advertisement, the same is the sole responsibility of the Licensee. JMRC may assist in submission of application on written request from the Licensee.
- ix. The locations for the spaces to be reserved for JMRC as per mutual consent shall be communicated to the successful bidders along with the NTP.

#### **4.4 RIGHTS AND OBLIGATIONS OF THE LICENSEE**

- i. The licensee's responsibilities and duties shall include the following, in addition to and without prejudice to other obligations under this Agreement:
  - a. to obtain due permits, necessary approvals, clearances and sanctions from the competent authorities for all activities or infrastructure facilities;
  - b. to operate and maintain the Licensed Area at all times in conformity with this license agreement;
  - c. to ensure that no structural damage is caused to the existing buildings and other permanent structures at the station as a result of his activities or any of its agents, contractors, etc.;
  - d. to take all reasonable steps to protect the environment (both on and off the licensed space) and to limit damage and nuisance to people and property resulting from construction and operations, within guidelines specified as per applicable laws and applicable permits;
  - e. to duly supervise, monitor and control the activities of contractors, agents, etc., if any, under their respective License Agreements as may be necessary;
  - f. to take all responsible precautions for the prevention of accidents on or about the site and provide all reasonable assistance and emergency medical aid to accident victims;
  - g. not to permit any person, claiming through or under the licensee, to create or place any encumbrance or security interest over whole or any part of the licensed space or its assets, or on any rights of the licensee therein or under this agreement, save and except as expressly permitted in this agreement;

- h. to keep the Licensed Space free from all unnecessary obstruction during execution of works and store the equipment or surplus materials, dispose of such equipment or surplus materials in a manner that causes least inconvenience to the Metro station, commuters or JMRC's activities;
  - i. at all times, to afford access to the licensed space to the authorised representatives of JMRC, other persons duly authorised by any governmental agency having jurisdiction over the business at licensed space, to inspect the licensed space and to investigate any matter within their authority and upon reasonable notice;
  - j. to comply with the divestment requirements and hand over the licensed space to JMRC upon termination of the agreement;
  - k. to ensure that no foul/ unpleasant smell shall spread out from the spaces of the licensee;
  - l. to ensure that its equipment does not interfere with the function of JMRC's equipments installed at the station. The licensee is advised to obtain prior written consent from JMRC for installing such equipment's. However, JMRC reserves the right to refuse installation of the equipment if it is of the opinion that the licensee's equipment shall interfere with the metro installations.
- ii. The licensee shall be solely and primarily responsible to JMRC for observance of all the provisions of this license agreement on behalf of its employees and representatives and any person acting under or for and on behalf of the licensee; contractor(s) appointed for the licensed space as fully as if they were the acts or defaults of the licensee, its agents or employees.

#### **4.5 MINIMUM MATERIAL SPECIFICATIONS**

- i. The advertising media should be of fire retardant, low smoke and comply with all Indian and International Standards.
- ii. Licensee shall provide advertisement media / panels / fixtures conforming to international standards of high quality advertising comparable to airports and metro of leading nations.
- iii. Jaipur city is prone to high speed winds during summer and monsoon season. In the last one year of operation of Jaipur Metro, having eight elevated stations, winds speeds have been recorded more than 90 KMPS at times. The supporting structure for the advertisement panels shall be robust enough to sustain such high speed winds.
- iv. Advertisement panels shall be provided by licensee conforming to the following minimum specifications or its equivalent:
  - a. Frame work –SS 304

- b. Internal cables of Fire Retardant Low Smoke type (FRLS) for Elevated & (FRLSZH) for U/G as specified in Annexure-XI.
- c. FL tubes for back lighting/illumination with electronic ballast.
- d. Polycarbonate sheet as cover of GE make or equivalent.
- e. Advertising media to be made from Fire Retardant, Low Smoke & Zero Halogen material.
- f. In order to have energy conservation, LED or any other energy saving devices confirming to BEE standards should be used at the advertisement sites. For existing sites, the conservation of energy saving devices may also be carried out.
- v. The cost of preparation of the advertisements / media / inserts shall be borne solely by the licensee. The licensee shall also maintain all the media / inserts and advertisements as per standards indicated by JMRC.

#### **4.6 FACTORS GOVERNING SELECTION OF PERMISSIBLE ADVERTISEMENTS**

The Licensee shall take into account the following aspects while selecting advertisements on the panels and abide by all the instruction of the authorized JMRC representative on the same:

- a. The advertiser is prohibited from carrying information or graphic or other items relating to alcohol and tobacco products.
- b. The advertiser will have no objectionable and indecent portrays of people, products or any terms.
- c. The use of JMRC name, logo or title without prior written permission is strictly prohibited. No co-branding with the Licensor is allowed without prior permission.
- d. No Surrogate advertisement is permitted unless application for placement of the same is accompanied by "No Objection Certificate" from the Ministry of Information and Broadcasting.
- e. Advertisements pertaining to achievements of different Governments, their Departments, Ministries, Government Undertakings or other Authorities shall be permitted. However, no advertisement of any political party or Government organisations / departments / person / company violating "Model Code of Conduct" shall be allowed during the election period, whereby, "Model Code of Conduct" has been enforced by Election Commission.
- f. Station naming and branding shall not be allowed.
- g. Any type of audio / video advertisement shall not be allowed.

- h. The advertisement of following goods/ services are strictly prohibited on the metro stations:

S. No.	Prohibited products / services for advertisement (Negative list)
1.	Obscene or vulgar
2.	Any advertisement containing messages which are unlawful/ illegal or deemed unlawful under the law of the land.
3.	Any product/ Service, the sale/promotion of which is unlawful /illegal or deemed unlawful under the law of the land & guidelines of JMRC

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

#### 4.7 ELECTRICITY PROVISIONING

- JMRC will not provide light and power connection for use of outdoor advertisements. The power connection and its extension upto illuminated panels, whenever required shall be arranged by successful bidder at its own cost. JMRC shall allow suitable space for installation of meter, main switch, earthing and the related accessories on mutually agreed basis and will permit laying of power cable for such meter point to the advertisement panel, through Metro corridor considering technical suitability and taking care of safety of Jaipur Metro operations and Road traffic.
- All the electrical works of JMRC are to be carried out with due caution and following the specifications as per Annexure XI of this RFP.
- The responsibility of payment of electric consumption charges to JVVNL/Power Company & adhering to the concerned electrical rules/act shall rest with the agency and JMRC shall not be responsible for any lapses on part of agency.
- The licensee shall follow extant stipulations on electrical safety matters from electrical inspector of JMRC.

#### 4.8 HAND OVER OF ADVERTISEMENT SPACE TO JMRC

- The space handed over to the licensee under this agreement will be kept in good condition and maintained properly by the licensee at their own cost. The licensee shall handover physical possession of the vacant advertisement space at the end of the term of the agreement in the good condition, after removing all fixtures, panels & equipment's, to JMRC except for reasonable wear and tear and acts of God and nature. If the space is not handed over in good condition at the end of contract or on termination of the contract, JMRC reserves the right to seek exemplary damages and compensation.



- ii. No lease / sub-lease/ tenancy/sub-tenancy is being created by JMRC in favour of Agency under or in pursuance of the License Agreement as a result of this RFP and it is distinctly and clearly understood, agreed and declared by and between the parties hereto that:
  - a. That the agency shall not have or claim any interest in the said spaces as a lessee / tenant / sub-tenant or otherwise:
  - b. That no right as a tenant/ sub-tenant or otherwise is purported is intended to be created or transferred by JMRC in favor of agency in or in respect of the said spaces, except to carry out their activities over the granted space under this License Agreement and
  - c. That the rights, which agency shall have in relation to the said spaces, are only those set out in this agreement.
  - d. The relationship between JMRC and Licensee under and/or in pursuance of this agreement is as between Principal and Principal. Consequently, neither party shall be entitled to represent the other and/or make any commitment on behalf of and/ or with traders or any other party. Furthermore, no relationship in the nature of partnership or association of persons is hereby being created or intended to be created between JMRC on the one hand and Licensee on the other hand in connection with and/or relating business to be operated by licensee at the said spaces.
- iii. That if the agency fails to vacate the property within a grace period of 7 days of termination / expiry of the agreement, the agency shall be deemed to be an unauthorized occupant in the said spaces and its performance security deposit shall be forfeited. Besides this, JMRC will take over the advertisement media and may remove the same at the risk and cost of agency.
- iv. The working site is required to be cleared off all the material and debris before leaving the site after expiry/termination of contract. Repair to damages like concreting, plaster and paint work to JMRC assets shall be done by the agency after removal of fixtures.
- v. The refundable security deposit and the advance license fee (refundable, if any) shall be refunded after getting the No Dues Certificate, from civil department (O&S) and revenue department (Corporate Affairs) of JMRC regarding proper handover of the vacant space(s).

#### **4.9 OTHER TERMS & CONDITIONS**

- i. The GCC (General Conditions of Contract) / SHE Manual (Safety, Health & Environment manual) of JMRC as available on JMRC website [www.jaipurmetrorail.in](http://www.jaipurmetrorail.in), are part to this RFP process and are applicable as a whole on



this RFP process & the pursuant contract agreement. However, wherever the provisions contained in this RFP document are in conflict with the GCC / SHE Manual, the provisions contained in the RFP document shall prevail. Bidders are advised to carefully read the GCC / SHE Manual uploaded on the Corporation website.

- ii. The Licensee will ensure safety and security of the advertisement media and other related installations. JMRC in any case will not take any responsibility. However, in the event of any theft or loss of any nature, the licensee will indemnify and keep indemnified JMRC for any losses on this account.
- iii. The Licensee shall use the space marked, only for the purpose indicated in this agreement and for no other purpose whatsoever. Any Change in usage may be permitted only on approval of the competent authority of the Licensor. The JMRC reserves the right to penalize the Licensee upto Rs.5000 (In addition to the applicable license fee) for every occasion, where there has been misuse of the spaces.
- iv. The advertising rights for panels will vest with the licensee only. Any persons wishing to advertise in the above mentioned panels will have to deal directly with the licensee and JMRC will have no dealing in this regard. At no time sub-letting of rights for advertisement to other advertising agencies / outdoor agencies, out of home advertising agencies, etc. would be permissible under this agreement.
- v. No permanent interests or lien of whatever nature is allowed to be created on the advertising spaces and advertising panels fabricated, installed & commissioned.
- vi. This license contract does not entitle licensee or its representatives to have any free access to the paid / concourse / platform area or to the paid parking area. Entry / Exit in paid area of stations shall be chargeable as per applicable policy through JMRC smart card with ID proof.
- vii. Sub-letting of the contract is not permissible. The licensee can only use the advertisement spaces for display of the advertisements of the third party.
- viii. All terms and conditions indicated in this agreement will also be applicable for the additional panels/spaces offered and accepted by the licensee.
- ix. A fine of Rs.5,000 per week / offence (In addition to the applicable license fee) can be imposed by JMRC on the Licensee on the following offenses: -

a.	Any staff of licensee found in drunken condition/indulging in bad conduct
b.	Any staff of the licensee found creating nuisance on duty.
c.	Improper maintenance & defacement of the Metro property.

d.	Dishonour of cheques and drafts submitted by licensee to JMRC.
e.	Misbehaviour with staff and commuters of JMRC by any staff of licensee.
f.	Not following safety and security norms as may be indicated by authorized representative of JMRC.
g.	Installing advertisements at locations other than that approved by JMRC

- x. Licensee shall be responsible for the following activities:
- Designing of all advertising units/ structures to complement station/corridor architecture for advertising sites.
  - Procurement, fabrication, installation & erection of advertising media on the outdoor advertisement space along the metro corridor.
  - Operate, manage and maintain the entire advertisement plans.
  - Management of sales & marketing of the advertising within stations including providing adequate professionally trained manpower.
  - Create new innovative advertising opportunities inside selected metro stations including experiential marketing, advertisements by visual aids, smart posters for use, etc.
- xi. At present, JMRC is not liable to share its revenue or pay any tax / license fee for advertisements on Jaipur with to local bodies including Jaipur Nagar Nigam, etc. However, if JMRC becomes liable to share revenue or pay any tax / license fee with / to local bodies from advertisements outside Metro Stations/Metro corridor in future, then JMRC shall deposit the due share to local bodies out of its own funds. Licensee shall not be liable to part with any additional amount on this account.
- xii. All the piers and portals are carrying structure load of via-duct and any damage to the pier and portals may be detrimental to the safety and operation of Jaipur Metro. The agency shall avoid use of any nail/ screws and drilling on piers and portals while fixing any such panels. Therefore, the implementation methodologies of fixing panels etc. on piers and portals need to be got approved from JMRC, before its implementation. In case of any damage(s) cause during fixing of the panel (s) or because of the panel (s) itself, the agency shall be responsible.
- xiii. Any advertisement unit(s) which will be placed on piers (metro column(s)) should be atleast 500 mm above crash barrier. Further, the projections (width of the panel) of those advertisement unit(s) which will be placed near the passenger movement space

(footpath, ramp, etc.) shall be in such a manner that it does not hinder the ease of passenger movement.

- xiv. Apart from Municipal /advertisement taxes, all other taxes including GST& all other statutory dues, where applicable, shall be borne solely by the licensee without any contest. The selected bidder indemnifies JMRC from any claims that may arise from the statutory authorities in connection with this license.
- xv. The selected bidder will not ask for any claim or compensation from JMRC if advertisements are not permitted due to court order / local laws / civil authorities.
- xvi. The maintenance of all advertisement inserts and the panels handed over will be borne solely by the licensee. The replacement of bulbs, electrical chokes, other electrical parts and also other components of all advertisement panels will be done by licensee as per directions and standards specified by the authorized representative of JMRC.
- xvii. Licensee shall keep and maintain the advertisement media / panel, etc., in safe and sound manner during all the time of contract period. Any defective, weak or corroded structure should be replaced immediately with new proper structure after due certification from reputed agency / JMRC to ensure safety of JMRC commuters.
- xviii. Licensee shall ensure that all electrical wiring, power outlets and gadgets used are maintained properly, guarded against short circuits / fires. The instructions of JMRC's electrical inspectors/ authorized representative shall be complied with by the licensee at its own cost.
- xix. The licensee agrees to pay license fees and all dues during the currency of license agreement, even if any or all the panels are not functional / utilized or has / have been dismantled for repair or upkeep etc. The Licensee agrees that in the event of such dysfunction of the panels, the licensor will not be liable to pay any compensation to the licensee.
- xx. The licensee shall indemnify JMRC from / against any claims made or damages suffered by JMRC by reason of any default on the part of the Licensee in the due observance and performance of the provisions of any law which may be related to the purpose of this agreement and to the area in which spaces are located.
- xxi. The licensee will ensure safety and security of the advertisement media place at the allotted locations. JMRC in any case will not take any responsibility. However, in the event of any theft or loss of any nature, the licensee will indemnify and keep indemnified JMRC for any losses on this account.
- xxii. The licensee shall ensure that proper care is taken under skilled supervision during provisioning / maintenance / replacement of advertisement.

- xxiii. The licensee shall ensure that personnel (including outsourced agency staff, if any) deployed in connection with provisioning / maintenance / replacement of advertisement media behave decently and courteously on JMRC premises and indulge in no act that may adversely affect the reputation of the Corporation.
- xxiv. The licensee shall protect, defend, hold JMRC harmless and indemnified against any legal, quasi-legal or civil implications that may arise out of any dispute, error of omission or commission, any lapse or laxity solely on account of failure of the licensee or his nominee in the discharge of the obligations under the License.
- xxv. The licensee shall ensure that it does not in any way impinge on the safety and security of metro operations, passenger safety, commuter's convenience, safety of metro properties and its assets.
- xxvi. The licensee must ensure that all the advertisement media follow similar framing pattern (standard) as per the approval of JMRC.
- xxvii. That the area surrounding advertisement location will be kept in good condition and maintained properly by the licensee at own cost. The advertisement media are to be kept in proper condition and any damaged advertisement media is to be removed from the location.
- xxviii. The agency shall nominate manager(s)/ supervisor(s) whose scope of services shall be as follows:
- To interact with nodal JMRC representative to bring clarity in understanding of spaces, to coordinate and implement decisions taken.
  - Supervise the operations in the said spaces / equipments.
  - Adhere to the quality standards as applicable to the said installations.
  - To be responsible for cleanliness and hygiene in the said Spaces and to ensure at the services are conducted in clean, proper and efficient manner.
  - To ensure that fire detection and suppression measures were installed inside his spaces and kept in good working condition.
- xxix. The metro operations, safety & security are to be given top priority. All installation activities are to be done with extra precautions and under the supervision of its responsible executive and advance intimation to JMRC's nodal officer (s).
- xxx. In exceptional circumstances, JMRC reserves the right to change the location of advertisement media at any time and may at its discretion call upon the licensee to shift the advertisement media to an alternative space. In such a case, the licensee shall be bound to shift the advertisement media immediately and accept the said alternate location identified on the corridor.

- xxxi. The advertisement media should be installed as per the plan approved by JMRC for the purpose. The installation activities and material shifting is to be arranged by the successful bidder through cranes/loader, etc. For regular maintenance, the loaders, cranes, etc., are to be arranged by the successful bidder only.
- xxxii. JMRC shall not be responsible in any way for loss or damage by any means caused to the Licensee's equipments / advertisement panels etc.
- xxxiii. The licensee shall keep in mind applicable rules and regulations and instructions issued from time to time while occupying the allotted Space. JMRC will be free to take action against the licensee for violating the same.
- xxxiv. The licensee shall ensure that proper care is taken under skilled supervision during installation / maintenance of advertisement media and associated equipments so that no damage is caused to JMRC assets or spaces.
- xxxv. The advertisement space will be handed over by JMRC on "as is where is" basis. That the agency will have to make panels, frames fixtures etc. as per requirements. The agency shall install its own fixtures and equipment in the said spaces after duly obtaining all necessary approvals from JMRC, permissions and licenses from statutory/ authorities, wherever required, of its own cost and expense.
- xxxvi. Agency should ensure that all electrical wiring, power outlets and gadgets are used and maintained properly, for guarding against short circuits/fires. The licensee should also ensure that all notified statutory provisions and standards are observed in this regard.
- xxxvii. JMRC reserves the right of refusal for installation of the display panels if it is of the opinion that the Agency's panels will interfere with the metro installations & road traffic.
- xxxviii. In case of any damage to JMRC property during installation, for actual costs whatsoever for restoration to its original position will be recovered from installation security deposit & performance security deposit of the agency and same will not be challenged in whatever manner.
- xxxix. Any damage to JMRC assets during execution and operation of this contract shall be the responsibility of the agency and shall be rectified by the agency at its own cost on top priority with intimation to Jaipur Metro. Failure to comply the same in reasonable time may attract penalty to agency @ 10 times of the maintenance cost or more as assessed by JMRC as per site condition.
- xl. Activities by agency during execution and maintenance of this contract may harm or cause accident to public and commuters of Jaipur Metro, it will the sole liability of the agency. The licensee shall indemnify JMRC from / against any claims in such incidence.

- xli. JMRC Employees and / or personnel authorised by it / Fire Officer / Electrical Inspector/ authorized personnel will have unfettered access to the advertisement panels, for inspection / checking of electrical safety, fire detection and suppression measures etc. The instructions issued by the JMRC's fire officer/ electrical inspector/ authorised personnel shall be obeyed fully without any demur. Any costs associated with carving out the instructions of the authorised personnel of JMRC will be borne solely by the licensee.
- xlii. That the overall control and ownership of the metro spaces shall remain vested with JMRC who will have the right to inspect spaces as and when considered necessary, with respect to its bonafide use and in connection with fulfilment of the other terms and conditions of the license agreement. If any fixture or utility relating to operation of metro rail is running through the area licensed, proper precautions as advised by JMRC will be taken by licensee. The loss due to obstruction so caused on the business of the licensee will not be borne by JMRC.
- xliii. The licensee shall submit details along with contact numbers of their authorized representative(s) who shall be available at the advertise locations a short notice for inspection of advertisement spaces including measurement of area. In the absence of licensee's representative, inspection shall be done by JMRC and it shall be final and binding to the licensee. If during inspection, the area of advertisement space is found to be at unapproved location or more than the approved area, it shall be treated as unauthorized occupancy. The license fee of such unauthorized occupancy shall be charged at double the rate of that rate media from the first day of that quarter or from the date of previous inspection in which the space was found as per approved plan, whichever is later and shall be charged till a vacation certificate of that unauthorized occupancy from the concerned nodal officer of JMRC or his authorized representative is submitted to JMRC or the unauthorized space is approved from the JMRC, whichever is later.
- xliv. Licensee shall submit to JMRC the quarterly statement of approved area as well as actual area utilized for advertisement at each station and location for each category. JMRC shall get the same verified the same from the authorized representative of JMRC. If the actual area utilized for advertisement at any station is found to be more than the approved area, the license fee shall be charged for actual area utilized for that rate structure at double the normal rate for whole month.
- xlv. The agency will strictly not encroach up common areas / circulating areas or any other space, and restrict his operation to within the area licensed. In case, the agency encroaches upon the common area, circulating area or any other space then a line/ compensation @ Rs.500/- on the first occasion, Rs. 2000/- on the second occasion and Rs. 3000/- on the third occasion & thereafter will be imposed by JMRC. However,

after 3<sup>rd</sup> such occasion JMRC reserves the right to revoke the license and forfeit the performance security deposit, at its discretion.

- xlvi. The agency is not allowed to use the advertisement space for sale of products or services.
- xlvii. Agency shall ensure a high standard of hygiene and cleanliness so as to create a very clean and healthy environment around metro corridor and enhance JMRC's image. Any physical damage or injury to the commuters or passers-byes due to lapses on the part of the agency will be the sole responsibility of the agency only and JMRC will have no legal obligations or liability towards the injured.
- xlvi. The licensee will have to maintain all the advertisement inserts in proper, neat and clean condition during the currency of the contract. The advertising media should be of fire retardant low smoke / zero halogen material and of international standards.
- xlix. That the agency shall bear the cost of day-to-day repairs and maintenance at the advertisement space.
  - 1. The said spaces, which have been authorised for advertisement to the agency under this agreement shall be kept in good condition and maintained properly by the agency at their own cost. If the property is not handed over back in good condition as required under this agreement, JMRC reserves the right to seek exemplary damages and indemnification.
  - li. The agency will be allowed to carry out any alterations or renovations within the demarcated space but without in any way altering or damaging the main/shell structure of the said spaces. The agency is supposed to take prior written approval from JMRC through a written notice prior to commencement of any alteration works and if necessary JMRC reserves the right to ask for and review the renovation, plan/drawings before providing consent.
  - lii. The agency will be responsible for the costs of removing debris from the spaces and will be responsible for all damage to the common areas of the complex like flooring, during the process of alteration. Any special cleaning or drain clearance necessary as a result of the alteration works and any other costs incurred by JMRC including any extra security costs, which are caused by, or in connection with, the works will also be to the agency's account. The occupant will have to bear the cost of the damage plus service charges. However before incurring any such costs the occupants will be briefed on the requirements by JMRC.
  - liii. The pipe & cables (Electric Cables, OF Cables, LCX Cables & RF Cables, etc.) to be used in provisioning advertisement space shall be manufactured from fire retardant, low smoke, zero Halogen material and shall meet all the requirements specified by



relevant international standards and confirming to infrastructure / installation practices as required in Metro rail network.

- liv. Successful bidder will be charged for the minimum guaranteed area whether fully utilized or not or the actual utilized area whichever is higher.
- lv. Licensee shall not have any claim for compensation or damages, in case of delay in handing over advertisement spaces on any station to licensee.
- lvi. Each metro pillar has numbers marked on it. It shall be the responsibility of the advertisement agency to get printed the Pier numbers again in case their advertisement unit hides the already marked pier number. This shall be done to the satisfaction of JMRC.

#### **4.10 DURATION OF LICENSE PERIOD / AGREEMENT**

- i. The tenure of the exclusive advertisement rights through license agreement as prescribed in this RFP will be for 5 years (five years) and extendable to next 2 (two) years in a span of one year each on mutual consent basis and on existing terms & conditions from the date of 46<sup>th</sup> day of issue of initial NTP except that the agreement may also be terminated earlier in accordance with the terms of this RFP.
- ii. There will be an initial lock-in period of 2 years (two years) for the licensee before which it cannot surrender the licence failing which its security deposits and advance lease rent shall be taken over (forfeited) by JMRC.
- iii. The license period for additional advertisement space handed over / allotted during the currency of the contract will also be co-terminus with original license period unless the area is surrendered earlier or the allotment of additional area is for a shorter period.
- iv. The tenure of contract will be extended in 6<sup>th</sup> / 7<sup>th</sup> year subject to deposition of performance security (additional amount or new bank guarantee valid upto next 18 months) of an amount equivalent to 10% of applicable license fee of 6<sup>th</sup> / 7<sup>th</sup> year.

#### **4.11 VARIATION IN THE ADVERTISEMENT SPACE**

- i. The advertisement spaces identified in the table at Annexure-XIII are indicative and the estimated area of the advertisement spaces mentioned therein are tentative and the agency may plan outdoor advertisements as per market demand or the adjacent locations, which shall be agreed by JMRC, provided it is not obstructing or restricting the metro operations, safety or movement of passengers & not affecting the aesthetic view of the Metro corridor and it is technically feasible, subject to availability.
- ii. It is clarified that the variation upto 50% of total estimated advertisement space (50% of column "C" of Table prescribed in clause 3.5 (i) of RFP) is permitted.
- iii. JMRC may, if deemed necessary by it in its sole discretion, withdraw any of the advertisement location for any requirement for the safety of the passengers and smooth functioning of the metro operations, or for any other reasons. In such cases alternate



sites may be provided by JMRC to the Licensee. In the event the licensee does not opt to choose the alternative location, there shall be a pro-rata reduction in License Fee, and the license shall not have any further /claim compensation in this regard.

- iv. In case, JMRC is not able to provide minimum guaranteed advertisement space in any month, it shall reduce the license fee proportionately.
- v. If the licensee is desirous of taking up additional area after issue of NTP & revising already approved plan for additional advertisement spaces, at any particular location / site/ section/ station, the same shall be accepted by JMRC provided it is not obstructing or restricting the metro operations, safety or movement of passengers & not affecting the aesthetic view of the Metro corridor and it is technically feasible, subject to provisions of variation clause in the RFP. In such case, the Licensee shall submit plan of the additional area for approval of JMRC once in a month only. In case additional area is taken up for short duration (upto 1 year), it shall be charged from the date of handing over/ approval of additional area. If such additional area is taken up for the currency of the license agreement for more than 1 year duration, it shall be charged from 11<sup>th</sup> day from the date of handing over/ approval of additional area. The additional area shall be charged on pro-rata basis for the licensee period, irrespective of its utilisation. Also, proportionate additional performance security of the additional area @ 10% of applicable licence fee for one year as calculated below :

Additional area X Rate of license fee per pm applicable at the time of approval X 12

10

- vi. If the licensee is desirous of surrendering advertisement area over and above minimum area, the licensee shall submit the plan for withdrawal of advertisement area. Such plans of surrendering advertisement area at any location / site shall be submitted at a frequency not more than once in a quarter and in one lot of minimum variation of 100 sqft. of advertisement area per quarter. The license fees for the reduced area shall be calculated from the actual date of removal of such advertisement media. Incase of surrender of advertisement space(s) there will not be any refund or performance security deposit.
- vii. If JMRC utilises the vacant area chargeable to the licensee, for its own or for government advertisement, the chargeable amount shall be reduced for that period of time, accordingly. However, such utilisation shall be restricted upto a maximum of 10% of the estimated advertisement space of respective section.

#### **4.12 STATUTORY OBLIGATIONS / INDEMNITY AND INSURANCE**

- i. The licensee shall indemnify JMRC from / against any claims made or damages suffered by JMRC by reason of any default on the part of the licensee in the due observance and performance of the provisions of any law which may be related to the purpose of this agreement and to the area in which spaces are located.

- ii. The Licensee hereby undertakes to indemnify and hold JMRC harmless against all costs, damages, liabilities, expenses arising out of any third party claims relating to non-completion of the Fit-out; quality of the Fit-out and the construction/ construction activities.
- iii. The corporation will not be responsible for any accident involving any personnel of the licensee or its vendor while on work. The licensee itself would be responsible for such accident and also for any kind of compensation to any worker / employee for such accident. The licensee is advised to have its personnel insured under suitable insurance schemes at its own cost.
- iv. The corporation will not be responsible for any accident / theft etc. involving any asset of the licensee. The licensee(s) itself would be responsible for such incident. The licensee is advised to have its assets insured under suitable insurance schemes at its own cost.
- v. The licensee will bear the cost, throughout the term of the License, for a comprehensive general liability insurance covering injury to or death of any person(s) occurring in the said spaces, including death or injury caused by the sole negligence of the licensee / its vendor or licensee's failure to perform its obligations under the agreement.
- vi. Upon JMRC's request, the licensee shall submit to JMRC, suitable evidence that the foregoing insurance policy or policies are in effect. In the event of the default, i.e., avoiding the insurance cover or otherwise, the agency agrees and undertakes to indemnify and hold JMRC harmless against any and all liabilities, losses, damages, claims, expenses suffered by JMRC as a result of such default by the agency.
- vii. The advertisement media on metro corridor and advertisement on it (except those installed by JMRC) shall conform to every applicable requirement of law or duly constituted authority or the requirements of the carriers of all insurance on or relating to the Licensed spaces. The Agency at its sole risk and expense, shall at all times during the term thereof promptly comply with all such requirements. The Agency shall comply with all applicable statutes, ordinances, rules and regulations of central, state governments, municipal bodies and all applicable. The Agency shall also comply with all rules and regulations under the Metro Railways (Construction of Works) Act, 1978 and Metro Railways (Operation and Maintenance) Act, 2002 and also to instructions issued from time to time from the office of Director (Corporate Affairs) JMRC. Non-compliance with rules / regulations / notices and laws may be treated as breach of contract and may lead to cancellation of contract and forfeiture of performance security deposit and other payments.
- viii. Any type of statutory taxes applicable on services under this tender process (either in force at present or may be applicable in future by a competent order / notification) will be borne by the selected bidder and the corporation would not make any payment on

this account. In case, the selected bidder fails to comply with any statutory / taxation liability under appropriate law, and as a result thereof the JMRC is put to any loss / obligation, monetary or otherwise, the JMRC will deduct the same from the security deposit of the selected bidder, to the extent of the loss or obligation in monetary terms and licensee shall reimburse the security deposit to that extent **within 30 days of such debit by JMRC.**

- ix. Obligation for adhering to statutory norms and regulations laid down by any other statutory body of central / state government in connection with advertisements shall be vested in the licensee. The successful bidder will also be required to take, prior approval from all the relevant authorities as per the applicable laws of the land for operation of business. If any fine / penalty is imposed on JMRC due to non-availability of any such approval(s), the same shall be recovered from the security deposit of the licensee and licensee shall reimburse the security deposit to that extent **within 30 days of such debit by JMRC.**
- x. The licensee shall ensure that all the advertisement panels does not obstruct traffic and if any direction is received from traffic police for removal of panel, which is obstructing in the traffic, the same shall be obeyed and followed by the agency.
- xi. The licensee must strictly comply with all the provisions of The EPF Act 1952, The ESI Act, Minimum Wages Act 1948, labour laws & regulation in force including but not limited to the contract labour (Regulation & Abolition) Act-1976 including any subsequent amendment thereof and the rules made there under as per prevalent government orders and ensure timely payment under these Acts. Failure to comply these acts shall attract penalty as per provisions. Licensee shall indemnify JMRC for any loss and damages suffered due to violation of its provision.
- xii. The licensee hereby undertakes to discharge all statutory obligations and liabilities in connection with employment of its personnel in the said spaces. Licensee hereby indemnifies JMRC against any liability arising in connection with the employment of its personnel in the said spaces by licensor.
- xiii. The licensee shall indemnify JMRC from any serious accident caused due to negligence of the Licensee, resulting in injury, death to commuters or JMRC employees or loss to JMRC property during the currency of license agreement.

#### **4.13 PAYMENT TERMS OF LICENSE FEE**

- i. The successful bidder shall pay the quarterly license fee to JMRC, for first year at the rate quoted in the Financial Bid / BOQ and approved by JMRC. The rate of annual increment of license fees shall be @6 % per annum on annual compounding basis. Therefore quarterly license fee for subsequent years shall be payable by the successful bidder on the rates compounding accordingly.

- ii. The successful bidder shall be liable to pay license fee for the minimum guaranteed space of respective section or the actual area utilised; whichever is higher.
- iii. The digital and audio / video advertisement will not be allowed on the outdoor advertisement space(s) covered in this contract.
- iv. The area to be charged shall be actual panel display area, excluding any border or width of framework. In case of cylindrical or other innovative advertisements, the chargeable area shall be the surface area of the advertisement space (Like, in case of cylindrical pier wrapping, the area shall be calculated as  $2\pi rh$ ).
- v. The license fee shall be chargeable after a grace period of 45 days from the date of issue of Notice to Proceed (NTP), even if more time is required by the licensee to complete installation & fabrication activities or even if the licensee has started advertising within 45 days.
- vi. The licensee shall be chargeable for the minimum guarantee space or the space mentioned in NTP, whichever is higher from the 46<sup>th</sup> day of issue of NTP, even if the licensee is not able to sell that much space for advertisement.
- vii. The license fee for the first quarter including all other recurring charges shall be paid within 45 days of issue of Notice to Proceed (NTP).
- viii. If the initial licence fees date, i.e., 46<sup>th</sup> day of the NTP commences after the 1<sup>st</sup> date of any month of the first quarter, then the License fee for the first quarter shall include the license fees of the license days of first month and the license fees of next 3 month, which shall be calculated on pro-rata basis.
- ix. Accordingly, from next quarter, the payment of license fee including all other recurring charges shall be made in advance, to JMRC, for each quarter, **latest by 25<sup>th</sup> of the month proceeding the quarter without waiting for formal invoice from JMRC.**
- x. The charges for additional advertisement space allocated after NTP shall be payable as per relevant provisions of "Variation in the Advertisement space" clause (4.11).
- xi. In case of delay in payment of license fee interest @ 2% per month will be calculated on the outstanding amount for delay less than 15 days and @ 3% per month for entire period in case of delay of more than 15 days.
- xii. Any delay in payment beyond 15 days shall be considered as a default and such third default may result in termination of this license agreement at the discretion of JMRC.
- xiii. In addition to license fee etc., Licensee is liable to pay necessary service tax and all other central & state government taxes as applicable from time to time.
- xiv. The licensee agrees voluntarily and unequivocally to make all payments as may be due on the due date, without waiting for any formal invoice from the licensor. The licensee also voluntarily agrees to collect the invoices from the office of the authorized

representative of the licensor (JMRC), if required, before the due date. Non- receipt of invoice will not be consideration for delayed or non-payment of dues and may be treated as a breach of agreement.

- xv. In case payment is not made by due date, a 7 day notice to remind to clear outstanding dues shall be issued with a caution notice that in the event of failure to clear all the dues with interest, a termination notice shall be served within 15 days from the due date to the licensee, for payment of all dues.
- xvi. Any representation or any request by the licensee shall only be entertained if the licensee deposits 100% dues as per issue / demand within 7 days of issue of termination notice with applicable interest. No opportunity of any kind will be given in the matter after expiry of termination notice and the contract shall be liable to be terminated.
- xvii. The licensee shall vacate the licensed space by taking away all his articles and hand over the licensed space to authorised officer of JMRC before last date of termination notice otherwise JMRC shall have the right to seize these material. Unauthorized occupancy charges will be levied after 15 days grace period from the date of termination order.
- xviii. In case of payment of licence fee electronically (NEFT/RTGS/ECS), the licensee shall intimate to JMRC in the format prescribed at Annexure-XII of this RFP, within seven days of making such payment(s) for reconciliation purpose(s).
- xix. In no case payments shall be allowed to remain outstanding for a maximum period of three months. If any stage, the dues remain outstanding for the period of more than three months, the license agreement shall be terminated.
- xx. Normally the maximum size of the flex on advertisement media shall be as per the area schedule given in the RFP/NTP. If the display size of the advertisement media is different from the area given in the RFP, the license fee and other recurring charges shall be payable for the actual advertisement area on proportionate basis.

#### 4.14 SUSPENSION OF LICENSE

- i. If, for any reason whatsoever, the license is temporarily suspended by the JMRC for any reason whatsoever, the corporation will convey temporary suspension of the license in writing to the Agency for which period, the agency shall fully or partially stop its activities as advised by the corporation.
- ii. Due to the period under suspension if the time schedule gets extended, the license period shall consequently be treated as extended under the terms and conditions as laid out in this RFP.
- iii. If the license is suspended by JMRC **for a period of more than 3 months**, the agency may seek termination of contract from JMRC without any obligation on both side.

#### 4.15 BREACH OF CONTRACT / LICENSE AGREEMENT

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

#### 4.16 TERMINATION OF CONTRACT AGREEMENT

- i. JMRC reserves the right to terminate the agreement by giving **3 (Three) months advance notice** in writing to the agency, without assigning any reason thereof. During the notice period agency will continue to provide its services. On the termination of the contract, the agency shall pay license fee to the JMRC for the notice period. In this instance, the advance performance security deposit and advance license fee deposited with JMRC shall be refunded after adjusting the dues, if any.
- ii. The licensee shall have the right to terminate the agreement during the term by giving **3 (Three) months advance notice** in writing of his / her / their intentions after the initial lock-in period of 2 years. In such cases, the advance performance security deposit shall be refunded after payment of the license fee dues, if any.
- iii. In case, the licensee wants to give notice for termination of the license agreement within initial lock-in period of 2 years, the licensee shall give at least **6 months prior intimation** to JMRC before completion of defined lock-in period and will continue to pay license fees of the balance duration of lock in period. In such a case, the advance performance security deposit shall be refunded after adjustment of the license fee dues, if any. On expiry of the said lock-in period, the agreement shall automatically stand terminated.

In case, the termination notice is not given as above, the advance performance security deposit and advance charges/ license fees paid will stand forfeited in favour of JMRC, **after adjustment of outstanding dues, if any, payable to JMRC.**

- iv. If the licensee is desirous of terminating the license after expiry of lock-in period



without serving any prior intimation period or shorter intimation period than **3 months**, the agreement shall be deemed to be terminated on completion of such improper intimation period. In such cases, the advance performance security deposit shall be refunded to the licensee after adjustment of license fee for period shorter than 3 months (notice period) and outstanding dues, if any.

- v. The license agreement shall be deemed to be terminated on the date mentioned in termination / surrender notice, subject to confirmation by JMRC. Only on submission of the “no dues certificate” issued by the authorised representative of the JMRC, will any amounts due, if any, will be released to the agency.
- vi. In any of the above case(s), balance outstanding dues, if any, are more than advance performance security deposit, shall be recoverable from the licensee before licensee is permitted to remove their establishment(s) or else JMRC will seize their infrastructure and use legal means to recover the balance amount. JMRC shall be free to dispose-off the property / goods in whatsoever manner as it deems fit. Licensee shall have no claim for compensation or consideration / damages.
- vii. Notwithstanding any other rights and remedies provided elsewhere in the agreement, on termination of this contract:
  - a. Neither party will represent the other party in any of its dealings. Either party shall not intentionally or otherwise commit any act(s) as would keep a third party to believe that the other party is still providing services as provided under this contract.
  - b. Both the parties will settle, within seven working days of termination of this contract all the outstanding dues of the other party save and except the dues under dispute.
  - c. Each party shall not use each other’s name, trademark, brand name, logo, etc. in any audio or visual form after termination of this Contract.
  - d. The expiration or termination of the contract for any reason whatsoever shall not affect any obligation of either party having accrued under the agreement prior to the expiration or termination of the contract and such expiration or termination shall be without prejudice to any liabilities of either party to the other party existing at the date of expiration or termination of the contract.

#### **4.17 PROHIBITED PRACTICES**

- i. The bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the selection process. Notwithstanding anything to the contrary contained in this RFP, the authority shall reserve the right not to award contracts to such bidder or to cancel the contracts, if already awarded without being liable in any manner whatsoever to the bidder, if it determines that the bidder has,



directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively **“Prohibited Practices”**) in the selection process. In such an event, the authority shall, without prejudice to its any other rights or remedies, forfeit and appropriate the EMD and the security deposit, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the authority for, inter alia, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such bidder’s Bid.

- ii. Without prejudice to the rights of the authority under clause 4.11 (i) hereinabove and the rights and remedies which the authority may have under the LOA or the agreement, if the bidder or successful bidder, as the case may be, is found by the authority to have directly or indirectly or through an agent, engaged or indulged in any prohibited practice (as defined above) during the selection process, or after the issue of the LOA or after the execution of the contract agreement, such bidder or selected bidder shall not be eligible to participate in any tender or RFP issued by the authority either indefinitely or for a specified period of time, as the case may be, is found by the authority to have directly or through an agent, engaged or indulged in any such prohibited practice.
- iii. For the purposes of this Clause 4.17, the following terms shall have the meaning hereinafter respectively assigned to them:
  - (a) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the bidding process for this RFP;
  - (b) “fraudulent practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the bidding process for this RFP ;
  - (c) “coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the bidding process for this RFP;
  - (d) “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the bidding process for this RFP; or (ii) having a conflict of Interest; and
  - (e) “Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among bidders with the objective of restricting or manipulating a full and fair competition in the bidding process for this RFP.

#### **4.18 CONCILIATION, ARBITRATION & JURISDICTION**

- i. In the event of dispute or difference arising between JMRC and the agency out of or in relation to this “License Agreement” and so notified in writing by either party to the other (the “Dispute”), the same shall be discussed in the first instance between the representatives of the agency and managing director of JMRC.
- ii. 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. However, failing to any agreement on the appointment of sole arbitrator, three arbitrators shall be appointed. In such case, each party shall appoint one arbitrator and the two appointed arbitrators shall appoint the third arbitrator who shall act as preceding arbitrator. The decision of arbitrator(s) shall be final & binding on both the parties. Arbitration proceedings will be assumed to have commenced from the day a written and valid demand for arbitration is received by the MD, JMRC. The place of arbitration will be Jaipur. Wherever applicable, the provisions of the arbitration and conciliation Act, 1996 shall apply.
- iii. The courts at Jaipur shall have exclusive jurisdiction over all matters arising out of this tender process or out of the agreement pursuant to it or out of any arbitration hereunder.
- iv. It will be no bar that the arbitrator appointed as aforesaid is or has been an employee of the JMRC and the appointment of the arbitrator will not be challenged or be open to question in any court of law, on this account.

#### **4.19 FORCE MAJEURE**

- i. Delay in performance or non-performance of any obligation contained herein shall be excused to the extent such failure or non-performance is caused by force majeure.
- ii. For purposes of this bid and license agreement(s) to be signed in pursuance of this bid process, ‘force majeure’ shall mean any cause or event preventing performance of an obligation under this bid or license agreement(s) under this bid, which is beyond the reasonable control of either party hereto, and which by the exercise of due diligence, could not have been avoided or overcome, including fire, flood, sabotage, shipwreck, embargo, explosion, terrorist attack, labour trouble, accident, riot, acts of governmental authority (including acts based on laws or regulations now in existence as well as those enacted in the future), acts of God.
- iii. In the event of the force-majeure condition(s), either party shall have the option to cancel the contract for the reason of any or all of the force-majeure condition(s) notified as above. Further, the authority shall not be liable to pay to the bidder, any

compensation towards financial implications arising due to force majeure.

- iv. As soon as practicable and in any case within 7 days of the date of occurrence of a force majeure event or the date of knowledge thereof, the affected party shall notify other parties of the same, setting out the details of such force majeure event.
- v. Upon the occurrence of any force majeure event, the following shall apply:
  - a) The parties shall bear their respective costs and no party shall be required to pay to the other party any costs arising out of such force majeure event.
  - b) The agency will not be liable to pay the default charges for the period for which the force majeure events persist.
- vi. Upon the cessation of any force majeure event, the parties shall immediately resume their respective obligations.
- vii. It is expressly agreed that agencies ability to provide services to a third party at a more advantageous price or agency's economic hardship shall not constitute a force majeure event.

## ANNEXURE – I

### CHECK LIST

#### **PART A. TECHNICAL BID**

<b>Proposal will contain the following documents :</b>		<b>Whether enclosed</b>
1.	This check list, duly ticked & signed. This check list, duly checked / ticked and signed shall form part of this RFP document (Annexure-I)	Yes/No
2.	All pages of RFP document with corrigendum, addendum if any, duly signed and sealed by the authorised signatory of the bidder organisation on each page.	Yes/No
3.	Declaration of acceptance of terms & conditions of the Request For Proposal (RFP), GCC and SHE manual, duly filled & signed (Annexure – II)	Yes/No
4.	Bidder's profile and bid form, duly filled and signed by authorised signatory (Annexure–III)	Yes/No
5.	Statement giving details of technical capacity of the bidder duly filled & enclosing required supporting documents (Annexure–IV)	Yes/No
6.	Statement giving details of financial capacity of the bidder duly filled & enclosing required supporting documents (Annexure–V)	Yes/No
7.	Format of license agreement, blank format duly signed (Annexure–VI)	Yes/No
8.	Power of attorney in favour of authorised signatory, for signing of bid, duly signed and notarised, if applicable (Annexure –VII) <b>along with the copy of board resolution, if applicable.</b>	Yes/No
9.	Scanned copy of bid security (EMD) in prescribed form of DD or bank guarantee (format at Annexure VIII), as per clause 3.7 & 3.8 of RFP.	Yes/No
10.	Format of bank guarantee for performance security deposit, duly signed (Annexure IX)	Yes/No
11.	Format of bank guarantee for Installation security deposit, duly signed (Annexure X)	Yes/No
12.	Specification for electrical works (Annexure XI)	Yes/No

Proposal will contain the following documents :		Whether enclosed
13.	Format of intimation to JMRC for deposition of license fee via RTGS/ NEFT/ ECS (Annexure XII)	Yes/No
14.	Indicative outdoor advertisement spaces(Annexure- XIII)	Yes/No
15.	Registration certificate of firm / partnership deed / certificate of incorporation etc. as per eligibility requirement prescribed in clause 1.3(i) of RFP	Yes/No
16.	Articles of association & memorandum of association (if applicable)	Yes/No
17.	Copy of income tax registration (PAN)	Yes/No
18.	Copy of GST Registration No.	Yes/No
19.	Rent agreement/ telephone / electricity/ water connection bill etc. copy in the name of bidder firm, as per clause 1.3 (iii) of this RFP	Yes/No
20.	Bid Document cost in prescribed form (As per clause 3.6 & 3.8) of this RFP	Yes/No

**Important: It may be ensured that rates (financial quotes) are no where disclosed in technical bid. Else the technical bid shall be summarily rejected.**

#### PART B FINANCIAL BID

Proposal will contain the following documents :	Whether enclosed
Financial bid duly filled and signed to be uploaded in excel format on e-procurement portal. The format of financial bid in RFP (Annexure - XIV) is for educational purpose and is to be signed with out quoting any rates therein.	Yes/No

Date

Signature

Place

Name

Designation

Seal of Authorised Signatory (bidder)

**ANNEXURE – II****DECLARATION OF ACCEPTANCE OF TERMS & CONDITIONS OF THE RFP**

I/We, ....., having my /our office at....., agree to all the terms & conditions the request for proposal (RFP) No. F.1 (62) /JMRC/DCA/Rev/Outdoor/Advt/2017-18/\_\_\_dated: \_\_\_\_\_, 2017 issued by JMRC for licensing of exclusive rights for outdoor advertisement along Jaipur metro corridor starting after Ram Nagar Metro Station to Chandpole Metro Station Phase 1A (Package-II) and corrigendum / addendum issued, if any (all the pages of which have been signed by us in token of acceptance of the terms mentioned therein). I/ WE also agree to abide by the relevant terms and conditions of general conditions of contract (GCC) & SHE manual of JMRC.

We have enclosed bids as per stipulated procedure and have not disclosed the price bid in other than the financial bid / BOQ packet.

We have gone through carefully and understood the contents of this RFP document and the information furnished by us is true to the best of our knowledge and belief and nothing has been concealed there from.

Our offer will remain valid and open for acceptance for 150 days from the last date of bid submission.

Date:

Signature:

Place:

Name :

Designation:

Seal of Authorised Signatory

### **ANNEXURE – III**

#### **BIDDER'S PROFILE & BID FORM**

##### **F.1 (62)/JMRC/DCA/Rev/Outdoor/Advt/2016-17/02 Dated: 06.09. 2017**

1.	Name of the bidder firm	
2.	Status of the bidder firm	Proprietorship/ Partnership firm/ Registered Company (mention CIN number in case of company)
3.	Registered Office address with contact & communication details	
4.	Operating/ Branch Office (In Rajasthan, if registered office is situated out of Rajasthan) contact details	
5.	Date of registration / incorporation and/or commencement of business	
6.	GST No.	
7.	PAN No.	
8.	Name, designation and contact details of Chief Executive of the firm	
9.	Name, designation and Contact details of the authority that is authorized to sign the Bid	



	document	
10.	Name, designation and contact details of the contact person of the bidder (address phone, email, fax etc.).	
11.	Details of cost of tender document	
12.	Details of bid security	

### **Certificate / Undertaking**

1. We certify that our organisation has neither been black listed nor our contracts have been terminated/ foreclosed by any company / government department / public sector organisation during last 5 financial years ending 31.03.2017 and during current financial year till date of bid submission, due to non-fulfilment of contractual obligations.
2. We undertake that we shall open our office in Jaipur before issue of NTP.

Date

Signature

Place

Name

Designation

Seal of Authorised Signatory



### DETAILS OF EXPERIENCE AS PER CLAUSE 1.3 (v)

[illegible]

Note: Attach documents as per Clause 1.3(v) of RFP.

Seal of Authorised Signatory (bidder)

**ANNEXURE – V**

**FINANCIAL CAPACITY OF THE APPLICANT**

Sl. No.	Financial Year	Turnover (Rs. In Lacs)
1	Year 2014-15	
2	Year 2015-16	
3	Year 2016-17	
Average Turnover for above three Financial Years		

Note: Attach documents as per clause 1.3(iv) of RFP.

Date

Signature

Place

Name

Designation

Seal of Authorised Signatory (bidder)

**ANNEXURE – VI****FORMAT OF LICENSE AGREEMENT**

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

**And**

\_\_\_\_\_ (Name of the successful bidder) represented by \_\_\_\_\_ (name and designation of representing officer) of the other part, hereinafter called the “**LICENSEE**” (which term shall, unless excluded by or repugnant to the context, be deemed to include its heirs, representatives, successors and assignees.)

WHEREAS Licensor is entitled in law to grant license for exclusive outdoor advertisement rights to a agency for design, install, manage, operate, market and sell advertising spaces on Jaipur Metro corridor (After Ram Nagar Metro Station to Chandpole Metro Station);

WHEREAS the licensee is desirous to undertake license for exclusive outdoor advertisement rights to design, install, manage, operate, market and sell outdoor advertising spaces at Jaipur Metro corridor (After Ram Nagar Metro Station to Chandpole Metro Station), on the terms & conditions mentioned hereunder and has approached the Licensor for the purpose;

AND WHEREAS the JMRC is agreeable to grant the license;

NOW, THEREFORE, this indenture witnessed:

1. The following documents hereto shall be deemed to form an integral part of this agreement:
  - (i) Notice to proceed (NTP) issued by JMRC.
  - (ii) The letter of acceptance (LOA) issued by the corporation in favour of the agency.
  - (iii) Addendum and/or corrigendum to the RFP document if issued by the corporation.
  - (iv) The RFP Document (RFP No.F.1 (62)/JMRC/DCA/Rev/Outdoor/Advt/2017-18/\_\_\_\_ dated: \_\_\_\_\_, 2017) in its entirety along with all its Annexures.
  - (v) General condition of contract (GCC) of JMRC.
  - (vi) Safety, Health and Environmental (SHE) Manual of JMRC.

In case of any conflict in the interpretation, the provision of documents shall prevail in the order or their place in the list above.

2. That the license for the said exclusive advertisement rights shall be valid for the period of 5 years and extendable to next 2 (two) years in a span of one year each on mutual consent basis on existing terms & conditions from the 46<sup>th</sup> day of issue of NTP unless terminated earlier as provided in the RFP.
3. That the license shall be granted for advertisement on bare sites on as is where is basis and commissioned by the licensee at its own cost after fixing advertisement media as per JMRC norms.
4. That the licensee shall have exclusive advertisement rights to design, install, manage, operate, market and sublet outdoor advertising spaces at Jaipur Metro corridor, starting after Ram Nagar Metro Station to Chandpole Metro Station of Phase-1A (Package-II) on the terms & conditions mentioned in the license agreement.
5. That the licensee shall have advertisement rights for the space available outside Metro corridor as per details & rates given below:

Section No.	Section of Jaipur Metro Corridor Phase – 1A	Tentative available Space (Square feet)	Minimum Guaranteed Space(Square feet)	Rate for 1 <sup>st</sup> year of licence* (Rs. Per sq. ft. Per month)
[A]	[B]	[C]	[D]	[E]
Package-II	After Ram Nagar Metro Station to Chandpole Metro Station	24,445	20,000	In figure :Rs..... In words :Rs.....

\*\* GST or any other tax etc., shall be payable extra by licensee, as applicable

The licensee shall be allowed to use additional outdoor advertisement space(s) subject to technical feasibility and provisions of variation clause of RFP and the license fee shall be paid proportionately.

6. That the licensee shall pay license fee for advertisements on minimum guaranteed space of both the sections (as mentioned in the column 'D' of table above) to JMRC as per accepted rates of respective sections, even if it is not able to plan/ sale the minimum guaranteed space.
7. That rate of licence fees as mentioned above shall be increased by 15% for illuminated advertisement panels. Therates will be increased by 25% for double sided visible advertisement panels / flexes. Digital and audio/video advertisement will not be allowed on the outdoor advertisement space(s) covered in this contract.
8. That in consideration, licensee shall pay to the licensor every quarter license fee, latest by 25<sup>th</sup> of the month preceding the quarter, a sum as under:

Year	Rate of monthly payable license fee* (In Rs.)	
	In figure	In words
I		
II		
III		
IV		
V		

\* GST or other any tax, etc., shall be payable extra by licensee, as applicable

9. That the license fee shall be chargeable after a grace period of 46<sup>th</sup> days from the date of issue of notice to proceed (NTP), even if more time is required by the licensee to complete installation & fabrication activities or even if the licensee has started advertising within 45 days.
10. That the license fee for the first quarter including all other recurring charges shall be paid within 45 days of issue of Notice to Proceed (NTP).
11. That the licensee shall make payment of license fee, by demand draft / banker's cheque (or NEFT/RTGS) in favor of Jaipur Metro Rail Corporation Limited, payable in Jaipur.
12. That in case of default / delay in payment of license fee interest @ 2 percent per month will be calculated on the outstanding amount for delay less than 15 days and at 3% per month for more than 15 days.
13. That any delay in payment beyond 15 days shall be considered as a default and such third default may result in termination of this license agreement at the discretion of the licensor.
14. That the licensee has paid towards performance security deposit, a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) by way of a Demand Draft / Banker's Cheque / Bank Guarantee No. \_\_\_\_\_ Dated \_\_\_\_\_ in favour of Jaipur Metro Rail Corporation, Jaipur.
15. That the licensee has paid towards Installation security deposit, a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) by way of a Demand Draft / Banker's Cheque / Bank Guarantee No. \_\_\_\_\_ Dated \_\_\_\_\_ in favour of Jaipur Metro Rail Corporation, Jaipur.
16. That in the event of the licensee committing any breach of the terms & conditions of this RFP or license agreement executed in pursuance to this RFP, licensor shall, without prejudice to other rights and remedies, be entitled to forfeit the security deposit or any part thereof. In such an event the licensee shall pay in the same manner as stated above such additional sum immediately as he may be called upon by Licensor to pay, so that the security deposit shall at all times during the continuance of this agreement, be for the same amount. On the expiration or earlier

termination / of the License, the Licensor shall return the security deposit, to the licensee, without interest.

17. That the licensee shall equip himself with all necessary permits, licenses and such other permissions as may be required under the law in force at any time with regard to the operation of the subject license.
18. That the licensor shall provide bare space for putting up of the advertisement panels / flexes. All other requirements as per the norms and conditions defined by the latest guidelines of local bodies shall be fulfilled by the licensee, at its own cost and efforts as mentioned in scope of work with due approval from JMRC;
19. That the licensee shall make proper arrangements and be responsible for the safety / security of their equipments. Such measures as security personnel and CCTV cameras etc., shall be arranged by licensee.
20. That the licensor shall not be responsible for any loss or damage caused to the licensee on any accounts whatsoever;
21. That it shall be the responsibility of the licensee at all the times during the currency of the License agreement to obtain adequate fire, theft and burglary insurance coverage in respect of all its movable and immovable assets in the Licensed spaces and the licensor shall not be responsible for any loss or damage caused to the licensee on any accounts whatsoever.
22. That the licensee shall use the designated space only for the bona fide purpose as mentioned in the RFP and recitals in this agreement, and for no other purpose.
23. That considering the stipulated provisions on electric safety at metro premises, the licensee shall adhere to rules and guidelines for release, upkeep and maintenance of electric power as detailed in Annexure-XI of the RFP preceding to this license agreement.
24. That the license may be terminated on any of the conditions as mentioned in RFP No. F.1(62)/JMRC/DCA/Rev/Outdoor/Advt/2017-18/\_\_\_\_\_dated:\_\_\_\_\_, 2017 issued by JMRC, preceding this license agreementt
25. That in the event of any failure, negligence or breach, in the opinion of licensor, on the part of the licensee in complying with all or any of the conditions of the license agreement, licensor shall be entitled and be at liberty to terminate the license forthwith and remove advertisement media & resume possession of the designated space without payment of any compensation or damages and also forfeit in full or in part the amount of security deposits submitted by the licensee. Licensor shall have the right to claim reimbursement of any cost that it may incur due to the breach of any terms and conditions by the licensee, and may additionally impose justifiable



penalty upon the licensee, which shall not necessarily be limited to the amount of security deposits.

26. That the licensor and the licensee further agree that they are bound by the terms and conditions of the RFP Document No. F.1 (62)/JMRC/DCA/Rev/Outdoor/Advt/2017-18/\_\_\_\_dated: \_\_\_\_\_, 2017 (including any corrigenda and/or addenda thereof.) In case of any conflict between the RFP Document No F.1 (62)/JMRC/DCA/Rev/Outdoor/Advt/2017-18/\_\_\_\_ Dated: \_\_\_\_\_,2017 (including any corrigenda and/or addenda thereof) and this Licensee Agreement, the later shall prevail insofar as the spirit of the RFP is not affected thereby.

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

Authorised Signatory

For Jaipur Metro Rail Corporation Ltd.

Authorised Signatory

For \_\_\_\_\_(Licensee)

Witness:

a) Name and Address

b) Name and Address

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

**ANNEXURE-VII****FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF APPLICATION**

Know all men by these presents, we, ..... (name of the bidder firm), having our registered office at..... do hereby irrevocably constitute, nominate, appoint and authorise Mr./Ms..... son /daughter of Shri ..... and presently residing at ....., who is presently employed with us and holding the position of ....., as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for **“RFP for Licensing of Exclusive Rights for Outdoor Advertisement along Jaipur Metro Rail Corridor starting after Ram Nagar Metro Station to Chandpole Metro Station of Phase-1A [Package-II]”** (RFP No.F.1 (62)/JMRC/DCA/Rev/Outdoor/Advt/2017-18/02 dated: **06.09.2017**) including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders and other conferences and providing information / responses to the authority, representing us in all matters before the authority, signing and execution of all contracts including the contract agreement and undertakings consequent to acceptance of our bid, and generally dealing with the authority in all matters in connection with or relating to or arising out of our bid for the said project and/or upon award thereof to us and/or till the entering into of the contract agreement with the authority.

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

IN WITNESS WHEREOF WE,..... THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS .....DAY OF.....2017.

**For.....**

**(Signature, Name, Designation and Address)**

**Accepted**

**(Signature, Name, Designation and Address of Attorney)**

**Witnesses:**

1. XXX

2. ABC

**Note:**

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

**ANNEXURE – VIII****FORMAT OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT / BID  
SECURITY****(refer clause 3.7)****(to be submitted by the bidder along with bid)**

To,

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

Sir,

In accordance with your RFP for **“LICENSING OF EXCLUSIVE OUTDOOR ADVERTISEMENT RIGHTS ON JAIPUR METRO CORRIDOR STARTING AFTER RAM NAGAR METRO STATION TO CHANDPOLE METRO STATION OF PHASE-1A (PACKAGE-II)”** (RFP No. F.1 (62)/JMRC/DCA/Rev/Outdoor/Advt/2017-18/02 dated: 06.09.2017) M/s. .... (Name & full address of the firm) (hereinafter called the “bidder”) intends to submit a bank guarantee to participate in the said tender as mentioned in the RFP document.

It is a condition in the RFP document that the bidder has to deposit earnest money amounting to Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) in respect to the tender, with Jaipur Metro Rail Corporation, Jaipur (hereinafter referred to as “JMRC”) by a bank guarantee from a scheduled bank having its branch at Jaipur irrevocable and operative till 30 days after the bid validity date (i.e. 180 days from the last date of bid submission). It may be extended if required in concurrence with the bid validity.

And whereas the bidder desires to furnish a bank guarantee for a sum Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) to the JMRC as earnest money deposit.

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

2. Now, therefore, we the ..... (bank), a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertaking) Act. 1969 (delete, if not applicable) and branch office at..... (Hereinafter referred to as the guarantor) do hereby undertake and agree to pay forthwith on demand in writing by the JMRC of the said guaranteed amount without any demur, reservation or recourse.
3. We, the aforesaid bank, further agree that the JMRC shall be the sole judge of as to whether the bidder has committed any breach or breaches of any of the terms costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the JMRC on account thereof to the extent of the earnest money required to be deposited by the bidder in respect of the said RFP Document and the decision of the JMRC that the bidder has committed such breach or breaches and as to the amount or amounts of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the JMRC shall be final and binding on us.
4. We, the said bank further agree that the guarantee herein contained shall remain in full force and effect until it is released by the JMRC and it is further declared that it shall not be necessary for the JMRC to proceed against the bidder before proceeding against the bank and the guarantee herein contained shall be invoked against the bank, notwithstanding any security which the JMRC may have obtained or shall be obtained from the bidder at any time when proceedings are taken against the Bank for whatever amount that may be outstanding or unrealized under the Guarantee.
5. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, registered post or other electronic media to our address, as aforesaid and if sent by post, it shall be deemed to have been given to us after the expiry of 48 hours when the same has been posted.
6. If it is necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this guarantee on the request of our constituent under intimation to you.
7. The right of the JMRC to recover the said amount of Rs.\_\_\_\_\_/-(Rupees\_\_\_\_\_ only) from us in manner aforesaid will not be precluded/affected, even if, disputes have been raised by the said M/s. ....(bidder)and/ or dispute or disputes are pending before any court, authority, officer, tribunal, arbitrator(s) etc..
8. Notwithstanding anything stated above, our liability under this guarantee shall be restricted to Rs.\_\_\_\_\_/-(Rupees \_\_\_\_\_ only)and our guarantee shall remain in force till 30 days of the bid validity period i.e. 180 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:.....

Note:

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

Director Corporate Affairs  
Jaipur Metro Rail Corporation Ltd.  
2<sup>nd</sup>Floor, RSIC Wing, Udyog Bhawan,  
Tilak Marg, C-Scheme, Jaipur-302005.

**ANNEXURE-IX****FORMAT OF BANK GUARANTEE FOR PERFORMANCE SECURITY DEPOSIT**

(Refer clause 3.10 (ii) (a) of the RFP)

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 License agreement signed pursuant to the RFP No. F.1 (62)/JMRC/DCA/Rev/Outdoor/Advt/2017-18/02 Dated: 06.09.2017 issued by JMRC for **LICENSING OF EXCLUSIVE OUTDOOR ADVERTISEMENT RIGHTS ON JAIPUR METRO CORRIDOR STARTING AFTER RAM NAGAR METRO STATION TO CHANDPOLE METRO STATION OF PHASE - 1A (PACKAGE-II)** 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 license agreement or RFP, or against any penalty imposed by JMRC on the selected bidder on such grounds.

2. We \_\_\_\_\_ (name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from JMRC, JAIPUR, stating that the amount claimed is due by way of loss or damages caused to or suffered by or which could further be caused to or suffered by JMRC, JAIPUR or by way of penalty imposed on the selected bidder by JMRC, on account of breach by the selected bidder of any of the terms & conditions contained in the contract agreement or RFP or by reason of the selected bidder's failure to perform the said agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of JMRC, JAIPUR, in these counts shall be final and binding on the Bank. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_.
3. We \_\_\_\_\_ (name of the Bank) undertake to pay to JMRC, JAIPUR, any money so demanded notwithstanding any disputes raised by the selected bidder in any suit or proceeding pending before any court or tribunal relating thereto, our liability under the present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there-under and the selected bidder shall have no claim against us for making such payment.
4. We \_\_\_\_\_ (name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect immediately for a period of **69 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 RFP have been fully and properly carried out by the selected bidder and accordingly discharges this guarantee.

5. We \_\_\_\_\_ (name of the Bank) further agree with JMRC, JAIPUR, that JMRC, JAIPUR, shall have the fullest liberty without our consent and without affecting in any manner our obligations here under to vary any of the terms & conditions of the License agreement and to forbear or enforce any of the terms & conditions relating to the Contract agreement or RFP and we shall not be relieved from our liability by reason of any such variation or for any forbearance, and /or any omission on the part of JMRC, JAIPUR, or any indulgence by JMRC, JAIPUR, to the selected bidder or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the selected bidder.
7. This guarantee shall be irrevocable and the obligations of the Bank herein shall not be conditional to any prior notice by JMRC, JAIPUR.

Place: .....

Date: .....

(Signature of the Bank Officer)

Rubber stamp of the bank

Authorized Power of Attorney Number: .....

Name of the Bank officer: .....

Designation: .....

Complete Postal address of Bank: .....

.....

Telephone Numbers .....

Fax numbers .....

Note:

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

Director Corporate Affairs  
Jaipur Metro Rail Corporation Ltd.  
2<sup>nd</sup> Floor, RSIC Wing, Udyog Bhawan,  
Tilak Marg, C-Scheme, Jaipur-302005.



**ANNEXURE-X****FORMAT OF BANK GUARANTEE FOR INSTALLATION SECURITY DEPOSIT**

(Refer clause 3.10 (ii) (b) of the RFP)

To:

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

**WHEREAS** \_\_\_\_\_

(Name and address of the Agency) (hereinafter called “**the Agency**”) has undertaken to fulfil the contractual obligations to be contained in the License Agreement signed pursuant to the RFP No. F.1 (62)/JMRC/DCA/Rev/Outdoor/Advt/2017-18/02 Dated: 06.09.2017 issued by JMRC for **LICENSING OF EXCLUSIVE OUTDOOR ADVERTISEMENT RIGHTS ON JAIPUR METRO CORRIDOR STARTING AFTER RAM NAGAR METRO STATION TO CHANDPOLE METRO STATION OF PHASE-1A (PACKAGE-II)**”

**AND WHEREAS** it has been stipulated by you in the said license agreement that the agency shall furnish you with a Bank Guarantee from a scheduled bank based in India for the sum specified herein as security for compliance with his obligations in accordance with the contract.

**AND WHEREAS** we \_\_\_\_\_  
(Insert name and address of bank) have agreed to give the Agency such a bank guarantee:

**NOW THEREFORE** we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Agency up to a total of Rs. \_\_\_\_\_ (In figures)  
Rupees \_\_\_\_\_ (In words)  
(amount of Guarantee) such sum being payable in the types and proportion of currencies in which the License Fee and other charges are payable and we hereby unconditionally, irrevocably and without demur undertake to immediately pay you, upon your first written demand and without cavil or argument any sum or sums within the limits of Rupees \_\_\_\_\_ (amount of guarantee) as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified

therein.

We hereby waive the necessity of your demanding the said debt from the agency before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract or of the works to be performed there under or of any of the contract documents which may be made between you and the agency shall in any way release us from any liability under the guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be **valid for Nine months from the date of issue of this bank guarantee**. The pendency of any dispute or arbitration or other proceedings shall not affect this guarantee in any manner.

Place: .....

Date: .....

(Signature of the Bank Officer)

Rubber stamp of the bank

Authorized Power of Attorney Number: .....

Name of the Bank officer: .....

Designation: .....

Complete postal address of bank: .....

.....

Telephone numbers .....

Fax numbers .....

Note:

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

Director Corporate Affairs  
Jaipur Metro Rail Corporation Ltd.  
2<sup>nd</sup> Floor, RSIC Wing, Udyog Bhawan,  
Tilak Marg, C-Scheme, Jaipur-302005.

## **ANNEXURE-XI**

### **SPECIFICATIONS FOR ELECTRICAL WORKS**

i.	All the electrical work done within the Applicant's spaces including wiring, power outlets and gadgets are to be used and maintained properly for guarding against short circuits/fires and are as per the Indian Electricity Rule, 1956 and other applicable laws, statutory provisions and standards in force at the time, and indemnify JMRC against any loss accrued to the Applicant on this account.												
ii.	Only FRLS cable of required size shall be used for tapping off supply from JMRC fixed supply to Applicant spaces in rigid GI Conduit pipe. However for underground station FRLSZH cable shall be used. Use of PVCs is strictly prohibited in underground station area. The wiring scheme, the type of wiring, size of wires, various loads, plug point, light fan etc. shall be as per JMRC's approval.												
iii.	Cables upto 6 Sq.mm will be of copper conductor and above 6 Sq.mm Aluminium conductors may be used. However, in case of underground station, use of aluminium conductor cable is not allowed. Cables for single phase shall be three cores, with one core as earth. For three-phase load, four-core cable along with separate 2 nos. of 8 SWG GI wires shall be used for earthing. For underground stations, 2 separate earth wire of 8 SWG copper conductors shall be used.												
iv.	For elevated stations, all wires shall be FRLS. Cables shall be armoured, XLPE, FRLS. In case of Underground stations, all wires and cables shall be armoured, XLPE FRLSZH and conform to NFPA-70, BS-6724 and BS6724												
v.	Applicant will provide a separate protection for their electric requirement with proper discrimination with upstream breaker.												
vi.	<p>All materials specification must follow standards, codes and specification as used by JMRC in the E&amp;M works. Applicant shall use reputed brand/make electrical wiring and switch gear items. List of approved makes by JMRC is given below:</p> <p><b>List of Approved Makes:</b></p> <table><tr><th>SN</th><th>Item</th><th>Approved Makes</th></tr><tr><td>1.</td><td>GI Conduit Pipes</td><td>ISI Marked</td></tr><tr><td>2.</td><td>GI Conduit Accessories</td><td>Confirming to BIS/ISI as per approved samples</td></tr><tr><td>3.</td><td>Copper Conductor FRLS, PVC insulated wires (ISI mark)</td><td>National, Ecko, Finolex, Havells, Grandly, NICCO, Asian, Poly Cab</td></tr></table>	SN	Item	Approved Makes	1.	GI Conduit Pipes	ISI Marked	2.	GI Conduit Accessories	Confirming to BIS/ISI as per approved samples	3.	Copper Conductor FRLS, PVC insulated wires (ISI mark)	National, Ecko, Finolex, Havells, Grandly, NICCO, Asian, Poly Cab
SN	Item	Approved Makes											
1.	GI Conduit Pipes	ISI Marked											
2.	GI Conduit Accessories	Confirming to BIS/ISI as per approved samples											
3.	Copper Conductor FRLS, PVC insulated wires (ISI mark)	National, Ecko, Finolex, Havells, Grandly, NICCO, Asian, Poly Cab											

	4.	Copper Conductor FRLSZH , PVC insulated wires (ISI mark) use for underground station	Polycab, Ducab Dubai, Cords Cables, KEI.
	5.	FRLS Cables Al (ISI mark)	Fort Gloster, NICCO, Finolex, Asian/RPG, KEI, Havells, Polycab, CCI, Universal
	6.	FRLS Cables Al (ISI mark)	Fort Gloster, NICCO, Finolex, Asian/RPG, KEI, Havells, Polycab, CCI, Universal
	7.	FRLSZH , PVC Cables Al (ISI mark) use for underground station	Polycab, Ducab Dubai, Cords Cables, KEI, RashiCables.
	8.	Switches & Socket outlets (ISI mark)	Crabtree, Anchor, MDS, LK (Schneider), RK, Legrand
	9.	MCB, RCCB (ELCB)	L&T Hager, MDS, Siemens, GE, Merlin-Gerin, ABB, Schnieder, Standard, Indo-Asian, Havells
	10.	Distribution Boards	L&T Hager, MDS, Siemens, ABB, Indo-Asian, Havells, GE, Schnieder, Standard
	11.	Luminaries	Philips / Schrader / Osram / Bajaj / Thorn / Crompton
	12.	Air Conditioner (Minimum three star rating)	Hitachi, Blue Star, O- General, Daikin, Voltas, LG, Samsung,
	In case electrical items of any other make, the same needs to be approved from JMRC before installation.		
vii.	Only Galvanized Cable tray, Conduit, Cable Ladder shall be allowed.		
viii.	Internal wiring of luminaries (Light Fittings) and Signages in signage's panel shall also be FRLSZH in case of UG stations.		
ix.	All Plastic accessories used in luminaries shall be non-flammable material, meeting all the NFPA requirements, preferable by UV and shall be suitable for application at UG station conforming to UL – 94 standards on flammability of material.		

## **ANNEXURE-XII**

### **FORMAT FOR INTIMATION FOR DEPOSITION OF PAYMENTS VIA RTGS/NEFT/ECS**

1. Name and address of Client/Licensee\_\_\_\_\_
2. Contract Name\_\_\_\_\_
3. Contract Detail/Number/Space/Package name\_\_\_\_\_
4. Invoice No. and Date\_\_\_\_\_
5. Period of Invoice\_\_\_\_\_
6. Head/item wise details of payment to be submitted as described in the invoice:

Item No.	Description/Head details	Period	Amount (in rupee)
1.	License Fee		
2.	Interest		
3.	Penalty		
4.	GST		
5.	Any other		
Gross amount			
Less statutory deductions, if any			
Net amount deposited			
<b>Payment Details : (NEFT/ RTGS/ ECS)</b>			
Licensee's Bank name & IFSC Code			
Transaction ID/Reference ID			
Date & Time of transfer			
JMRC's Bank name, Branch& IFSC Code			

7. TDS registration No. of Licensee \_\_\_\_\_
8. GST registration No. of Licensee \_\_\_\_\_

Signature, Name and designation of  
authorized representative of Licensee.

---

### **TO BE FILLED BY JMRC**

The Licensee has sent above details for License Fee Paid. This is for reconciliation at your end. Any discrepancy may be intimated please.

**Signature**  
(Representative of Non-Fare Revenue Department/JMRC)

**Sr. EO (Accounts), JMRC**

### **ANNEXURE-XIII**

#### **DETAILS OF SPACE AVAILABLE FOR OUTDOOR ADVERTISEMENT**

<b>Package-II : After Ram Nagar Metro Station to Chandpole Metro Station</b>							
<b>Sr. No.</b>	<b>Section</b>	<b>Particular</b>	<b>Detail (Pier/Portal/Gate No.)</b>	<b>Size (mtr)</b>	<b>Area (sqm.)</b>	<b>Units</b>	<b>T. Area (sqm.)</b>
1	After Ram Nagar Station to Civil Line Station	Pier /Portal No.	MP59D/C2	1.5*10	15	1	15
2			MP59C/C2	1.5*3	4.5	2	9
3			MP59C/C2	2*1	2	3	6
4			MP59C/C2	1.5*5	7.5	2	15
5			MP59B/C2	1.5*3	4.5	2	9
6			MP59B/C2	2*1	2	3	6
7			MP59B/C2	1.5*5	7.5	2	15
8			MP59A/C2	1.5*10	15	2	30
9			PP59/C2	1.5*10	15	2	30
10			PP59A/C2	1.5*5	7.5	2	15
11			P60/C2	1.5*3	4.5	2	9
12			P61/C2	1.5*3	4.5	2	9
13			P62/C2	1.5*3	4.5	2	9
14			P63/C2	1.5*3	4.5	2	9
15			P64/C2	1.5*3	4.5	2	9
16			P65/C2	1.5*3	4.5	2	9
17			P66/C2	1.5*3	4.5	2	9
18			P67/C2	1.5*3	4.5	2	9
19			P68/C2	1.5*3	4.5	2	9
20			P69/C2	1.5*3	4.5	2	9
21			P70/C2	1.5*3	4.5	2	9
22			P71/C2	1.5*3	4.5	2	9
23			P72/C2	1.5*3	4.5	2	9
24			P73/C2	1.5*3	4.5	2	9
25			P74/C2	1.5*3	4.5	2	9
26			P75/C2	1.5*3	4.5	2	9
27			P76/C2	1.5*3	4.5	2	9
28			P77/C2	1.5*3	4.5	2	9
29			P78/C2	1.5*3	4.5	2	9
30			P79/C2	1.5*3	4.5	2	9
31			P80/C2	1.5*3	4.5	2	9
32			P81/C2	1.5*3	4.5	2	9
33			P82/C2	1.5*3	4.5	2	9
34		Portals Beam	PP59/C2	10*1	10	2	20
35			PP59/C2	10*1	10	1	10

36		Viaduct	MP59C/C2-- PP59A/C2	10*2.5	25	1	25
38	Civil Lines Station	Station Piers	CLJP-A to CLJP-K	1.5*2	3	20	60
39		Connecting bridge face	Gate-1	5*0.8	4	1	4
40			Gate-2	5*0.8	4	1	4
41		Entry/Exit Structure	Gate-1	3*10	30	1	30
42			Gate-1	5*10	50	1	50
43			Gate-2	3*10	30	2	60
44			Gate-2	5*10	50	1	50
45		Station railing	CLJP-H to CLJP-J	15*1.5	22.5	1	22.5
1	Civil Lines Station to Railway Station	Pier /Portal No.	P84/C2	1.5*3	4.5	2	9
2			P85/C2	1.5*3	4.5	2	9
3			P86/C2	1.5*3	4.5	2	9
4			P87/C2	1.5*3	4.5	2	9
5			P88/C2	1.5*3	4.5	2	9
6			P89/C2	1.5*3	4.5	2	9
7			P90/C2	1.5*3	4.5	2	9
8			P91/C2	1.5*3	4.5	2	9
9			P92/C2	1.5*3	4.5	2	9
10			P93/C2	1.5*3	4.5	2	9
11			P94/C2	1.5*3	4.5	2	9
12			P95/C2	1.5*3	4.5	2	9
13			P96/C2	1.5*3	4.5	2	9
14			P97/C2	1.5*3	4.5	2	9
15			P98/C2	1.5*3	4.5	2	9
16			P99/C2	1.5*3	4.5	2	9
17			P100/C2	1.5*3	4.5	2	9
18			P101/C2	1.5*3	4.5	2	9
19			P102/C2	1.5*3	4.5	2	9
20			P103/C2	1.5*7	10.5	2	21
21			P104/C2	1.5*7	10.5	2	21
22			P105/C2	1.5*7	10.5	2	21
23			P106/C2	1.5*7	10.5	2	21
24			P107/C2	1.5*7	10.5	2	21
25			P108/C2	1.5*7	10.5	2	21
26			P109/C2	1.5*7	10.5	2	21
27			PP141	1.5*3	4.5	4	18
28			P142	1.5*3	4.5	2	9
29			P143	1.5*3	4.5	2	9
30			P144	1.5*3	4.5	2	9
31			P145	1.5*3	4.5	2	9
32			P146	1.5*3	4.5	2	9



33			P147	1.5*3	4.5	2	9
34			P148	1.5*3	4.5	2	9
35			P149	1.5*3	4.5	2	9
36			P150	1.5*3	4.5	2	9
37		Portals Beam	PP41	11*1.5	16.5	2	33
39			P110/C2-P112/C2	10*2.5	25	1	25
40			Steel Deck	10*2.5	25	2	50
41	Railway Station	Station Piers	MRSN A to MRSN C	1.5*2	3	6	18
42			MRSN E	1.5*6	9	1	9
43			MRSN D-MRSN E	6*3	18	2	36
44		Station Facing	A Side	7*7	49	1	49
45			B side	7*4	28	1	28
46		Entry/Exit Structure	Gate-2	3*6	18	1	18
47			Gate-2	10*3	30	1	30
48		Entry/Exit space	Gate-1	3*3	9	1	9
49			Gate-2	3.5*1.2	4.2	1	4.2
1	Railway Station to Sindhi Camp	Pier /Portal No.	P160	1.5*3	4.5	1	4.5
2			P161	1.5*3	4.5	1	4.5
3			P162	1.5*3	4.5	1	4.5
4			P163	1.5*3	4.5	1	4.5
5			P164	1.5*3	4.5	1	4.5
6			P165	1.5*3	4.5	1	4.5
7			P166	1.5*3	4.5	1	4.5
8			P167	1.5*3	4.5	1	4.5
9			P168	1.5*3	4.5	1	4.5
10			P169	1.5*3	4.5	1	4.5
11			P170	1.5*3	4.5	1	4.5
12			P171	1.5*3	4.5	1	4.5
13			CP179	1.5*3	4.5	3	13.5
14			PP180	1.5*3	4.5	4	18
15			P181	1.5*3	4.5	2	9
16			P182	1.5*3	4.5	2	9
17			P183	1.5*3	4.5	2	9
18			P184	1.5*3	4.5	2	9
19			P185	1.5*3	4.5	2	9
20		Portals Beam	PP180	1.5*8	12	2	24
22			P165-P166	10*2.5	25	1	25
25			P170-P171	10*2.5	25	1	25
26	Sindhi Camp Station	Station Piers	SICP-A to SICP-K	1.5*2	3	20	60
27		Station Facing	A Side	6*2	12	1	12
28			B side	0	0	0	0
29		Connecting	Gate-1	0	0	0	0

30		bridge face	Gate-2	6*1	6	2	12
31		Entry/Exit Structure	Gate-1	8*4	32	1	32
32			Gate-1	6*3	18	1	18
33			Gate-2	0	0	0	0
34		Entry/Exit space	Gate-1	4*1.2	4.8	1	4.8
35			Gate-2	1.5*1.5	2.25	6	13.5
36		External Facade	ACP	3*1.2	3.6	3	10.8
37			FRP Jali	2*5	10	3	30
1	Sindhi Camp Station to Chandpole Station	Pier /Portal No.	P187	1.5*3	4.5	2	9
2			P188	1.5*3	4.5	2	9
3			P189	1.5*3	4.5	2	9
4			P190	1.5*3	4.5	2	9
5			P191	1.5*3	4.5	2	9
6		Viaduct	P190-P191	10*2.5	25	1	25
10	Chandpole Station	Parking Wall	Gate-1	60*1.5	90	1	90
11		Entry/Exit Structure	Gate-1	10*3	30	3	90
12			Gate-2	10*3	30	3	90
13			Parking Side	10*3	30	3	90
14		Entry/Exit space	Gate-1	0	0	0	0
15			Gate-2	0	0	0	0
16			Gate-3	4*1.2	4.8	3	14.4
17		External Facade	Gate no.1	0.6*0.6	0.36	4	1.44
18			Gate no.2	0.6*0.6	0.36	9	3.24
19			Gate no.3	1*1	1	2	2
20			Gate no.3	3*1	3	1	3
			<b>Total (sqm)</b>				<b>2270</b>
			<b>Total (sft)</b>				<b>24438</b>
			<b>SAY</b>				<b>24445 Sqft.</b>

**Note: -**

1. This Package is for the section of Jaipur Metro Corridor starting after Ram Nagar Metro Station to Chandpole Metro Station of Phase-1A (Package-II) which includes station building and parking area starting after Ram Nagar Metro Station.
2. The space details mentioned herein are indicative. The successful bidder can plan the outdoor advertisement space on its own subject to technical feasibility and section wise limitation of variation clause of RFP.
3. Similar to above, the parking areas of metro stations in the section can be utilised for advertisement as part of Package-II.
4. The dimensions of individual indicative advertisement space(s) are in meters & the area is in square meters. The total estimated area of respective section(s) is shown in sq.ft. However, The rates of license fees are to be quoted for per square feet per month.

## ANNEXURE-XIV

### FORMAT OF FINANCIAL BID / BOQ



### Percentage BoQ

**Tender Inviting Authority: CMD, JMRC**

**Name of Work: “LICENSING OF EXCLUSIVE OUTDOOR ADVERTISEMENT RIGHTS ON JAIPUR METRO CORRIDOR STARTING AFTER RAM NAGAR METRO STATION TO CHANDPOLE METRO STATION OF PHASE-1A (PACKAGE-II)”**

**Contract No: F.1(62)/JMRC/DCA/Rev/Outdoor/Advt/2017-18/02      Dated: 06.09.2017**

<b>Bidder Name :</b>						
<b><u>PRICE SCHEDULE</u></b> (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 ) <b>NOTE: The bidder who quotes the highest percentage shall be considered as successful bidder.</b>						
NUM BER #	TEXT #	NUMBE R #	TEXT #	NUMBER	NUMBER #	TEXT #
Sl. No.	Item Description	Quanti ty	Units	Estimated Rate (per sq. ft. per month)	<b>TOTAL AMOUNT Without Taxes (inRs.)</b>	<b>TOTAL AMOUNT In Words (inRs.)</b>
<b>1</b>	<b>2</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>53</b>	<b>55</b>
1.01	LICENSING OF EXCLUSIVE OUTDOOR ADVERTISEMENT RIGHTS ON JAIPUR METRO CORRIDOR STARTING AFTER RAM NAGAR METRO STATION TO CHANDPOLE METRO STATION OF PHASE-1A (PACKAGE-II)	24445	Sqft	300	<b>7333500.00</b>	INR Seventy Three Lakh Thirty Three Thousand Five Hundred Only
<b>Total in Figures</b>					<b>7333500.00</b>	INR Seventy Three Lakh Thirty Three Thousand Five Hundred Only
<b>Quoted Rate in Figures</b>			Select Exces s(+) Less (-)		<b>0.0000</b>	INR Zero Only
<b>Quoted Rate in Words</b>		<b>INR Zero Only</b>				

**Terms and Conditions:**

1. We understand that a bidder can submit only one bid for all the advertisement spaces of all the stations listed above.
2. The License Fee(s) quoted above is/are after taking into consideration all the terms and conditions stated in the RFP and based on our own estimates of costs, commuters, non-
3. Commuters, and after a careful assessment of the site and all the conditions that may affect the bid.
4. The GST or any other tax on the license fee, if levied by the Govt., shall be borne by the Licensee (successful bidder).

Date

Signature

Place

Name

Designation

Seal of Authorised Signatory

**Note:**

**This sheet is to be signed blank and no rate should be quoted here. The rates are to be quoted in downloaded BOQ sheet (soft copy) only. The bid will be summarily rejected in case rates are disclosed in technical bid.**