

Price Rs. 1180

(Incl. GST)

**Licensing of Exclusive Rights for Advertisement outside
Jaipur Metro Trains (Train Wrapping)**

BID DOCUMENT



**Jaipur Metro Rail Corporation
Limited**

(A Govt. of Rajasthan undertaking)

Admin Building, Metro Depot,

Bhrigu Path, Mansarovar, Jaipur 302020.

Website: www.jaipurmetrorail.in | CIN: U60221RJ2010SGC030630

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DISCLAIMER

This Bid is neither an agreement nor an offer by the Corporation to the prospective Bidders or any other person. The purpose of this Bid is to provide interested parties with information that may be useful to them in the formulation of their Bids pursuant to this Bid. This Bid 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 Bid 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 Bid. The assumptions, assessments, statements and information contained in this Bid, 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 Bid 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 Bid or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the Bid and any assessment, assumption, statement or information contained therein or deemed to form part of this Bid 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 Bid. 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 Bid. The issue of this Bid 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 for 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 Admin Building, Metro Depot, Bhriku Path, Mansarovar, Jaipur (Rajasthan) -302020.
- ii. JMRC has started its commercial operations on its first line from Mansarovar to Chandpole (Phase 1A) from 3rd June, 2015 and from Chandpole to Badi Chuapar (underground) (Phase1B) from 23rd Sept., 2020, with the mission of providing a safe, green, comfortable and fast mass rapid urban transit system to the capital city of Rajasthan.
- iii. The line is of 12.0 Kms. in length, with eight elevated and three underground stations, at approximately one km intervals.
- iv. With the vision of providing better metro rail connectivity, State Government has recently approved extensions of already operational Phase1 from Mansarovar to Badi Chaupar. Jaipur Metro Phase 1C will be implemented from Badi Chaupar to Transport Nagar which is 2.85 km long with 01 underground station at Ramganj and one elevated station at Transport Nagar. Jaipur Metro Phase 1D from Mansarovar to Ajmenr Road Chauraha is 1.352 km completely elevated line with one elevated station at Ajmenr Road Chauraha.
- v. JMRC is planning various activities on its corridor including Retail leasing, advertisement, etc., for exploring various sources of non-fare revenue.
- vi. JMRC has presently licensed exclusive rights for advertisement inside (10 metro trains) and train wrapping (02 metro trains) at (Phase 1). The contract is valid up to 03.07.2027.
- vii. Now JMRC is planning to license rights for advertisement through wrapping of 2 more metro trains for a period of 5 years further extendable up to 2 more years, total 07 years.
- viii. Accordingly, Jaipur Metro Rail Corporation Ltd. Jaipur (JMRC) invites online Bids in Single Stage two Packet System, from reputed, established and financially sound Agencies for grant of License for Exclusive Advertisement Rights on metro trains (train wrapping).

1.2 SCHEDULE AND DATES TO THE INVITATION OF BID

S. No.	Item	Particulars
i.	Date of Issuance of Bid Document	14.02.2024
ii.	Websites for downloading tender Document and subsequent clarification / modification, if any	https://eproc.rajasthan.gov.in https://www.jaipurmetrorail.in www.sppp.rajasthan.gov.in
iii.	Cost of Bid Document (Non-Refundable)	Rs. 1180 (Inclusive of GST) (Rupees One Thousand One Hundred Eighty Only) (Refer Bid Clause 3.6)
iv.	e-tender Processing Fee (Non-Refundable)	Rs. 2000 (Inclusive of GST) (Rupees Two Thousand Only) (Refer Bid Clause 3.6)
v.	Estimated Total Contract Amount till completion of contract period (i.e. 05 Years)	Rs 1.95 Crores (Exclusive of GST) approx. (Rupees one crore Ninety Five lacs Only)

		Note: The above License fee is estimated for minimum two metro trains @ Rs. 144000/- per train per month. (2,88,000 per month)
vi.	Estimated contract amount for first year	34.56 lacs (Ex GST)
vii.	Earnest Money deposit (EMD/Bid Security)	Rs. 69,120 (Rupees Sixty Nine Thousand One Hundred Twenty only)
viii.	Bid Download Start Date	14.02.2024 (18.00 hrs)
ix.	Pre-bid Conference*	21.02.2024 (1230 Hrs.) at Chintan Hall, 2 nd floor, Admin Building, Metro Depot, Bhrigu Path, Mansarovar, Jaipur-302020
x.	Last time and date of submitting queries / seeking clarification*	22.02.2024 (1800 Hrs.)
xi.	Last Date for Replies to Queries by JMRC*	26.02.2024 (1500 Hrs.)
xii.	Online Bid submission Start Date / Time	26.02.2024 (1600 Hrs.)
xiii.	Last date and time of downloading of Bid Document including clarifications/ amendments, if any.	06.03.2024 (1100 Hrs.)
xiv.	Last date and time for online Bid submission	06.03.2024 (1200 Hrs.)
xv.	Physical submission of original DD / BC receipt for Tender fee, EMD / Bid Security and e-tender Processing Fee in JMRC office (Refer Clause 3.8 iv)	06.03.2024 Up to (1300 Hrs.)
xvi.	date and time for opening of Technical Bid	06.03.2024 (1500 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	https://eproc.rajasthan.gov.in
xix.	Bid Validity	120 days from the last date of submission of the Bid.
xx.	Duration of Contract	5 years and further extendable up to 2 more years

*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:

- i. 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.

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"> a. A proprietorship firm, or b. A partnership registered under the Indian Partnership Act, 1932 or the Limited Liability Partnership Act, or c. A company incorporated under the Companies Act, 1956/2013. <p style="text-align: center;">and</p> <p>Should be in existence since last three financial years excluding the current financial year, i.e., should be registered on or before 01.12.2020 and should be working in the field of advertisement/publicity since 01.12.2020 or before.</p>	<ol style="list-style-type: none"> a. Registration certification of the firm / Partnership deed / Certificate of incorporation etc. b. Articles of Association & Memorandum of Association (If applicable) c. Copy of Bank Statement for last three financial years in case of Proprietorship Firm. d. Income tax Registration (PAN) copy. e. GST Registration Copy
ii.	<p>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 3 financial years ending 31.03.2023 and during current financial year till date of bid submission, due to non-fulfilment of Contractual obligations.</p>	<p>A self-declared certificate to this effect, signed by authorised signatory of the bidder company/ firm in the Bid profile (Annexure-IV)</p>
iii.	<p><u>Turnover:</u></p> <p>The Bidder should have an average annual financial turnover of at least Rs. 34,56,000 (Rupees Thirty Four Lacs Fifty Six Thousand only) in three financial years in continuation (2020-21, 2021-22 and 2022-23).</p>	<p>Certificate specifying turnover for FY 2020-21 FY 2021-22 & FY 2022-23 as per Annexure XI and duly certified by practicing chartered accountant with Unique Document Identification Number (UDIN) on the certificate. Bidder shall also submit audited financial accounts of FY 2020-21, 2021-22 and 2022-23.</p>

S. No.	Eligibility Criteria	Documents required to substantiate the same
iv.	<p>The bidder firm should have experience of having successfully executed contracts of similar nature, i.e., display advertisement/ publicity/ media signage in Central Govt./ State Govt./ PSU, Statutory local body or reputed Pvt. Companies or advertisement on Metro Rail Corporations/ Indian Railways.</p> <p>The bidder firm should have satisfactorily and successfully executed or in hand similar licenses (as above) during financial years (2019-20, 2020-21, 2021-22 & 2022-23) & in current Financial Year 2023-24 till date of bids submission) should be either of the following:</p> <p>a. Three similar completed contracts each of revenue earning not less than 13 lakhs per year.</p> <p style="text-align: center;"><u>OR</u></p> <p>b. Two similar contracts each of revenue earning not less than the amount equal to Rs. 20 lakhs per year.</p> <p style="text-align: center;"><u>OR</u></p> <p>c. One similar contracts of revenue earning not less than the amount equal to Rs 35 Lakhs per year.</p>	<p>Bidder is required to submit the details as per Annexure-v along with supporting documents as mentioned below:</p> <p>Either</p> <p>Certificate(s)/ document(s) of satisfactory completion of the contract/ work(s) issued by the authorised signatory of the contract/work/license awarding agency, mentioning:</p> <ol style="list-style-type: none"> 1. Period of the contract/license and 2. Amount paid for the contract/ license, <p>Or</p> <p>Copy of the document as under:</p> <ol style="list-style-type: none"> 1. LoA/ License Agreement mentioning contract duration & Contract Amount, and 2. Extension/ renewal of contract/license for next duration having reference of original agreement/LoA.

Note:

- (i) All the documents as per requirement of the Bid must be in the name of bidder firm only.
- (ii) Consortium/Joint Venture will not be considered for the purpose of evaluation.

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

Executive Director (Corporate Affairs)

2. DEFINITIONS

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

- **“Agreement” or “Licence Agreement”** means the Contract / Licence Agreement to be executed between JMRC and Successful Bidder, subsequent to the Letter of Acceptance;
- **“Addendum / Amendment”** means any written amendment / addendum / corrigendum to this Bid, from time to time issued by JMRC to the prospective bidders;
- **“Applicant(s)/Bidder(s)”** means interested Bidder(s) submitting a Proposal pursuant to this Bid;
- **“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 / Bid.
- **“Bid Document”** shall mean this Bid document, including all annexure attached hereto and any addenda issued in accordance with the terms hereof.
- **“JMRC / JMRCCL / Jaipur Metro / Corporation”** means Jaipur Metro Rail Corporation;
- **“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 advertising pursuant to this Bid;
- **“Licensee”** shall mean the Successful Bidder with which JMRC signs license agreement for the 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.
- **“Permits”** shall mean and include all applicable statutory, environmental or regulatory licenses, authorization, permits, consents, approvals, registration 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 Bid to be part of the bid/proposal submitted by the respective bidders, in response to and on the terms and conditions of the Bid.
- **“NTP”** means notice to proceed i.e., Authorization letter to be given to successful bidder for placing advertisements on Trains subsequent to signing of agreement pursuant to this Bid;
- **“RFP”** means this ‘Bid Document’ for licensing of exclusive advertisement rights on metro trains.
- **“SHE Manual”** means Safety, Health and Environmental Manual of JMRC available on JMRC website, www.jaipurmetroRail.in

3. INSTRUCTIONS TO BIDDERS

3.1 GENERAL INSTRUCTIONS

- i. This Bid 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 Bid 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> & state procurement portal www.sppp.rajasthan.gov.in and General Condition of Contract (GCC) & SHE Manual as available on Corporation's website <https://www.jaipurmetrorail.in> before submitting the Bid. By submitting the Proposal, the Bidder agrees to all the points explicitly included in the scope of license & all other terms & conditions mentioned in the Bid, 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 Bid.
- iv. If any change / addition / deletion is made by the Bidder in the Bid 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 time and date 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 time and date indicated therein. JMRC may, at its discretion, extend this deadline for the submission of Bids by amending the Bid 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, even after award of the License, 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. Failed to provide clarifications related thereto, when sought.
 - e. Submitted more than one bid.
- 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 (ii) of the Bid.
- 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 Bid 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 Document will be at the Bidder's own risk & responsibility.
- ii. Bidders are advised to visit Jaipur metro trains and analyse on their own cost, before submitting the Bid. The Bidders must familiarize themselves with the advertisement spaces available in Jaipur Metro Train and take note of the extra precautions to be taken in installation of advertisements through train wrapping 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. JMRC shall provide necessary permission and assistance to the prospective bidders.
- iii. All the information related to JMRC is under public domain, the bidder can still raise queries, if there are any, while the bidding process is on. Once the process is over, no claims or queries shall be entertained.

3.3 PRE-BID CONFERENCE

- i. For the purpose of affording bidders an opportunity to obtain clarifications and /or give suggestions with regard to this Bid 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 stations and metro trains running to get specific idea about respective Advertisement Space(s) and familiarise themselves with the proposed arrangements & all activities necessary in this regard.
- iii. Queries / request for clarification should be submitted through e-mail or in writing by the date & time prescribed in Notice Inviting Proposal and the same received after the date & time prescribed may not be taken into consideration.
- iv. For pre bid queries regarding this BID, the following officer of JMRC may be contacted:

JGM (Revenue), JMRC,
2nd Floor, Admin Building, Metro Depot,
Bhriku Path, Mansarovar,
Jaipur (Rajasthan) -302020.
Tel. No.0141- 2822297, Email: jgmrev@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>, State Public Procurement Portal 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 time and date 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. Request for clarifications shall be furnished in the following format:

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

3.5 DETAILS OF TRAIN SETS AVAILABLE AND ESTIMATED MONTHLY LICENSE FEE

- (i) At present 10 train sets are operational for Jaipur Metro. Each train set consist of 4 coaches.
- (ii) Out of these 10 metro trains, 6 trains are presently running at a time on rotation basis.
- (iii) The licensee shall have to pay minimum license fee for train wrapping of 2 train sets even if it has not used any of trains. However, in case of use of more trains for wrapping, it will have to pay additional license fee proportionately.
- (iv) Tentative details of the metro trains available for advertisements through wrapping:

Estimated Monthly License Fees per train (Excluding GST)	Minimum Amount of Monthly Licence Fee for Minimum Two Trains (Excluding GST)
[A]	[B] = 2* [A]
Rs 1,44,000 per train per month	Rs 2,88,000/- per month

- (v) The Licensee shall be liable to pay the minimum license fee for minimum two sets of trains for advertisement through train wrapping to Jaipur Metro Rail Corporation Limited (JMRC), even if no advertisement is displayed by him in that month.
- (vi) If licensee desires to take more than 2 trains for advertisement through train wrapping, it may be provided subject to availability and feasibility of spare train, that shall be at the sole discretion of JMRC, at accepted rate per train (plus GST) and licence fee shall be charged accordingly. Also, the licensee shall have to deposit Performance Security Deposit & Installation Security proportionately as per clause 3.10 for additional train.
- (vii) The Licensee shall pay the License Fee for train wrapping to JMRC as per accepted rate per train. The accepted license fee shall be increased by 6% after completion of every year of contract.
- (viii) The Base Rate for License fee (Ex. GST) is estimated to **Rs. 2,88,000** (Rupees Two lacs Eighty Eight Thousand only) per month for Two Metro trains. Bidders will have to quote license fee **in terms of percentage above the Base Rate**. Total estimated license fee for first year is **Rs. 34,56,000/-** (Rs. Thirty Four Lacs Fifty Six Thousand Only) for Two Metro Trains.
- (ix) JMRC may, if deemed necessary by it in it's sole discretion, withdraw any of the train sets temporarily or permanently for any requirement for the safety of the passengers and smooth functioning of the metro operations, or for any other reasons including periodical maintenance. In such cases there shall be a pro-rata reduction in License Fee for that train(s), and the License shall not have any further /claim compensation in this regard. Proportionate reduction in license fee shall be given only in the cases

where withdrawal of the train sets is for 15 days or more continuously. In such case, unwrapping if so desired shall be done by the licensee within 2 days from the issuance of notice from the licensor.

- (x) The proportionate reduction in license fee will be done in case of not running of trains, which are wrapped, for advertisement by the licensee, due to any reason including periodical maintenance for a period of 15 days or more continuously.
- (xi) The licensee can demand additional train for wrapping by depositing advance license fees of next 1 quarter as per requirement. In such case, the license fees shall be applicable from 31st day of issue of NTP or date of commencement of actual running of wrapped train, whichever is earlier for additional train.
- (xii) If any train set on this line (Phase 1) is increased/added during the contract period, it shall be given to the licensee on pro rata basis.

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. 1,180 (Rs. One Thousand One Hundred Eighty 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. 2,000 (Rs. Two 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. 69,120** (Rupees Sixty Nine Thousand one hundred twenty only) in the form of Demand Draft/ Bankers Cheque from any Scheduled Bank drawn in favour of Jaipur Metro Rail Corporation Ltd., payable at Jaipur, shall form part of the bid.
- ii. The Bid Security / Earnest Money shall be deposited as per schedule (clause 1.2 of BID).
- iii. Any Bid not accompanied by proof of 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 does not deposit the performance security within specified period.
 - b. 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 Deposit of successful Bidder may be adjusted on request 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 in 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 shall be treated as a breach of the terms and conditions of the tender and shall result in forfeiture of the Bid Security/Earnest Money Deposit, in part or in full, at the discretion of Jaipur Metro Rail Corporation Limited (JMRC). Further, successful bidder shall be debarred for next one year to participate in future tenders for train wrapping.
- viii. The Bid Security/EMD of unsuccessful Bidders will be refunded / returned 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 Bid Security/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. For participation in e-tendering process, the Bidder(s) has to be registered on e- tendering portal i.e. <https://eprocure.gov.in/eprocure/app>. On registration they will be provided with a User ID and a system generated password enabling them to submit their Bids online using Digital System Certificate (DSC) and can witness various activities of the process. The authorized signatory of intending Bidder, as per Power of Attorney (POA), must have valid Class-II or Class-III digital signature. The tender Document can only be downloaded or uploaded using Class-II or Class-III digital signature of the authorized signatory. The complete bid document can also be seen on Corporation's website <https://www.jaipurmetrorail.in> and state procurement portal www.sppp.rajasthan.gov.in.
- iii. The Bid should be furnished in the format at Annexure I to XIV, clearly providing the details for fulfilling Eligibility Criteria. The required Documents shall be signed by the Bidder's Authorised Signatory.
- iv. Bidder (authorised signatory) shall submit their Bid online in Electronic formats for both technical and financial bid. The technical bid should also contain scanned copy of DD / Bankers Cheque for Tender Fee, e-tender Processing Fee & EMD.
- 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. If the uploaded files are found corrupt or non readable either by man or machine, the same shall be rejected and JMRC shall have no liability in this regard.
- vii. A single-stage two packet 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 with annexures of Bid duly filled in support of eligibility, EMD, tender fee and e-tender processing fee. **Apart from being digitally signed, all the documents should be physically signed and stamped on each page 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** in Green back-ground 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 time, date and place as specified in the Clause 1.2 (Notice Inviting Bids) of this Bid 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 Bid 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 time and date of opening of Financial Bids 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 wants to present to witness the Financial Bid opening shall sign on 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 bid evaluation shall be done as per percentage above quoted by bidder** in 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 bidders for respective bid(s) whose offers are highest, shall be declared as successful bidders. 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 Bid Document, the Authority reserves the right to:
 - Accept any Bid not necessarily highest
 - Reject any Bid
 - Reject all Bids and Annul the bidding processWithout 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(s) 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 unequivocally accepted and stamped by its authorized signatory **within 10 working days** from the date of issue of 'LOA'. Security Deposit(s) shall be deposited **within 30 days** from the date of issue of 'LOA' by the successful bidders as below:
 - a. **Performance Security Deposit** equal to 06 months accepted monthly amount of license fee (including GST) of the contract for the first year of the license period, in the form of DD/Banker's Cheque/Bank Guarantee (Annexure-VIII) from any scheduled bank in favour of Jaipur Metro Rail Corporation Ltd. The Bank Guarantee should remain valid for a period of 6 months (six months) beyond the

date of expiry of the 'License Agreement'. The Performance Security is to ensure due performance of all obligations of the Licensee under the Contract against an event of default by the Licensee 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 50,000 (Rupees Fifty Thousand only)** in the form of DD/Banker's Cheque/ Bank Guarantee (Annexure-IX) from any scheduled bank in favour of Jaipur Metro Rail Corporation Ltd., which shall be returned without any interest, after completion of contract period after adjusting the cost of damages to JMRC properties, if any. A no damage certificate shall be submitted by the licensee duly certified jointly by JGM (RS) and JGM (Revenue). The Installation Security is to ensure that there is no damage to the JMRC assets during installations by the Licensee. **The Installation Security Deposit shall be kept valid for currency of contract from the date of Issue.**

In case the licensee demands for additional train for train wrapping as per clause 3.5(iv) the licensee shall have to deposit proportionate additional Performance Security and Installation Security with the validity upto expiry of contract-

- iii. The Performance Security Deposits and Installation Security Deposits 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 Deposit(s) shall not carry any interest during the tenure of the License.
- v. Subsequent to acknowledgement of 'LOA' by the Successful bidder as above, and deposition of Performance Security Deposit & Installation Security Deposit, a demand for deposition of first quarter license fee shall be raised by JMRC for the applicable package to be paid within 15 days of such demand.
- 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 40 days of issue of LOA. The original copy of the Agreement shall be retained by JMRC and the copy shall remain with Licensee.
- 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 BID.
- 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.
- x. JMRC shall retain the right to withdraw the LoA in the event of the successful Applicant'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 30 days	NIL
31 st day to 35 th day	0.1% flat of the approved License Fee of first year as per LoA
36 th day to 41 st day	0.2% flat of the approved License Fee of first year as per LoA
42 nd to 50 th day	0.5% flat of the approved License Fee of first year as per LoA

Note: Penal charges shall be calculated on the total delay in days at corresponding rate.

- 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 Licensee in the event of breach of this Agreement, Contractual obligations 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 **after the end of full term of License period.**
- xiv. JMRC shall reserve the right for deduction of JMRC dues from the Performance Security Deposit at any stage of agreement, i.e., currency / completion / termination / surrender, against:
 - a. Any amount imposed as penalty and adjustment for all losses / damages suffered by JMRC for any non-conformity with the terms & 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 licensee or any person working on behalf of the licensee.
 - d. Any other outstanding JMRC's dues / claims, which remain outstanding after completing the course of action as per this License Agreement.
- xv. In case of non-acceptance of LoA or non-deposition of Security Deposit(s) or non-signing of license fee by the successful bidder, JMRC shall cancel the LoA and may award the contract to the bidder next in the ranking, at the discretion of JMRC.

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 NOTICE TO PROCEED (NTP)

- i. After signing of license agreement and deposition of advance license fee of first quarter, Notice to Proceed (NTP) shall be issued by JMRC for minimum 2 trains for wrapping. In case the Licensee demands license for more train wrapping, the same will accordingly be allowed in the NTP after deposition of Performance Security, Installation Security and advance license fee of first quarter.
- ii. Maximum one train shall be handed over at a time to the licensee for fixing of wrapping advertisements.
- iii. Fixing, fitment and maintenance of the advertisement items outside coach/ train shall be done at Mansarovar depot by the licensee under the supervision of authorised JMRC staff.
- iv. Affixing or removing of advertisement media shall be undertaken in the Mansarovar metro train depot only, during any time depending upon the availability of the trains and under permit to work & supervision of authorised rolling stocks staff by PPIO on duty and as per job card issued by PPIO.
- v. However, the licensee shall be permitted to undertake any emergency requiring attendance to the advertisement media (re-fixing etc) under supervision of authorised rolling stock staff.
- vi. Even after issue of NTP, JMRC will have the right to suggest changes, as it may find necessary and compliance of all such changes and modifications shall be mandatory for the licensee.
- vii. Even after issue of NTP, the work at site can be started only after clearance of all statutory obligations / requirements.
- viii. The Licensee shall be given a license fee free grace period of 30 (thirty) days from the date of issue of NTP for deployment of advertisements through train wrapping.
- ix. If any approval is required to be taken from any local authority for display of any advertisement, the same is the sole responsibility of the Licensee. JMRC may assist in submission of application on written request from the Licensee.

4.3 SCOPE OF LICENSE

- i. The selected Bidder shall have exclusive rights to display advertisements in respect of the Train Wrapping on Jaipur Metro Trains, subject to the terms and conditions specified in this Bid and subject to approval of JMRC.
- ii. The advertisement spaces should present a pleasant & aesthetic view of the trains and at no space shall bear a barren, deserted & shabby look.
- iii. 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 Bid and the consequential License Agreement shall be allowed to place advertisements during the License period.
- iv. The Licensee will have the right to place advertisement by metro train wrapping.
- v. The licensee will sell display spaces in open market on its determined rates without any restrictions from JMRC.
- vi. The licensee will not have any right of any other mode of advertisement at any place inside / outside metro premise except these advertisement rights of train wrapping.
- vii. The license granted under this Bid is valid for award of advertisement rights for a maximum of 08 nos. of Jaipur metro trains available for Train wrapping only. However, if any Train set on this line (Phase 1) is increased/ added during the contract period, it may be given to licensee on pro rata basis.

- viii. The configuration of each train set may be modified by JMRC at any stage. JMRC may induct additional train sets in a given line or withdraw any train set from the service in a given line without giving any intimation to the Licensee.
- ix. At present 10 trains are in operation on rotational basis. The frequency and use of trains per day may decrease or increase as per JMRC requirements. However, all the trains shall be in use on rotation basis.
- x. The licensee shall ensure that the train exterior and interiors are not spoiled or damaged in the process of displaying the advertisements and particular care should be exercised while displaying advertisements as train wrap. Utmost care shall be exercised in while affixing or removing of train wraps on exterior surface of Metro Trains and ensure that no damage of whatsoever nature is caused to the exterior surfaces, including but not limited to peeling off surface paint, scratches, dents, etc.
- xi. The licensee should complete the wrapping/unwrapping work within stipulated guidelines from concerned technical staff.
- xii. Guidelines for train wrapping/unwrapping are available at Annexure-XIII. Wrapping/unwrapping of train shall be minimum of 03 months under normal circumstances and decision of maintenance engineer in this regard shall be final.

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 operate and maintain the Licensed space outside train at all times in conformity with this License Agreement;
 - b. to duly supervise, monitor and control the activities of contractors, agents, etc., if any, under their respective License Agreements as may be necessary;
 - c. 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;
 - d. 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;
 - e. 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 / depot, Commuters or JMRC's activities;
 - f. to hand over the Licensed space to JMRC after removal of advertisements upon Termination of the Agreement;
 - g. to ensure that no foul / unpleasant smell shall spread out from the premises of the licensee;
 - h. To ensure that no interference with the JMRC signage and systems inside trains.
 - i. To ensure that the train exteriors and interiors are not spoiled or damaged in the process of displaying the advertisements including but not limited to peeling off surface paint, scratches, dents, etc.
 - j. The Licensee shall ensure that personnel (including outsourced licensee staff, if any) deployed in connection with provisioning / maintenance / replacement of advertisement on train wrapping should behave decently and courteously on

JMRC premises and indulge in no act that may adversely affect the reputation of the Corporation.

- k. 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. Licensee shall provide advertisement media conforming to international standards of high quality advertising comparable to Airports and Metro of leading nations. Advertising media is from Fire Retardant, Low Smoke and comply with all Indian and International Standards Design and material for advertisement outside the coach to be provided shall be as per specifications approved from JMRC, keeping the aesthetics and interior design of coach in mind.
- ii. The License shall exercise extreme care in affixing or removing of train wraps on exterior surface of Metro Trains and ensure that no damage of whatsoever nature is caused to the exterior surface, including but not limited to peeling off surface paint, scratches, dents, etc. A good quality of train wraps of 3M or M/s LG Hausys make or equivalent/higher specifications may be used. The train wraps on glass panel should be contra-vision type so that it does not hamper or obstruct the visibility from inside or outside the train.

4.6 FACTORS GOVERNING SELECTION OF PERMISSIBLE ADVERTISEMENTS / NEGATIVE ADVERTISEMENTS:

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

- a. The licensee is prohibited from carrying information or graphic or other items relating to alcohol and tobacco products.
- b. The licensee 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. The licensee shall not have any rights of Station naming and branding, retail area lease and any advertisement on station/ via duct.
- g. Any type of audio advertisement shall not be allowed.
- h. The licensee will ensure that the advertisements of following goods / services are strictly prohibited on the metro trains.

S. No.	Prohibited products / services for advertisement (Negative list)
1.	Nudity, Obscene or vulgar
2.	Racial Advertisements or advertisements propagating caste, community or ethnic differences.
3.	Advertisements propagating exploitation of women or child.
4.	Advertisement of Alcoholic products
5.	Advertisement of Tobacco products
6.	Advertisement having sexual overtone.
7.	Advertisement depicting cruelty to animals.
8.	Advertisement depicting any nation or institution in poor light.
9.	Advertisement banned by the Advertising Council of India or by law.
10.	Advertisement glorifying violence.
11.	Advertisement of destructive devices and explosives depicting items, weapons and related items.
12.	Lottery tickets, sweepstakes entries and slot machines related advertisements.
13.	Advertisement which may be obscene or contain pornography or contain an “indecent representation of women”.
14.	Advertisements which may be defamatory, trade libelous, unlawfully threatening or unlawfully harassing.
15.	Any product/ Service, the sale/ promotion of which is unlawful /illegal or deemed unlawful under the law of the land & guidelines of Metro administration

JMRC will have the right to disallow any display, if in its opinion; the same comes under the above mentioned categories or otherwise not permissible by law & JMRC Rules.

4.7 REMOVAL OF ADVERTISEMENT/WRAPS

- i. The licensee shall remove all the advertisements displayed on Jaipur Metro Train, without causing any damage to the property of JMRC upon termination / expiry of the Agreement;
- ii. 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 premises.
- iii. That if the Licensee fails to remove the displayed advertisements within a grace period of 15 days of termination / expiry of the agreement, The Licensee shall be deemed to be an unauthorized occupant and its performance security deposit shall be forfeited. Besides this, JMRC will take over the advertisements and may remove the same.
- iv. JMRC shall repay amounts owing to the Licensee, if any, after deducting all dues including usage charges such electricity charges etc. except the advance License Fee paid and refundable interest fee security deposit which would stand fortified in favour of the JMRC.
- v. Consequent to issue of Termination letter, after approval of competent authority, the said premises will becomes free of all encumbrances.

4.8 OTHER TERMS & CONDITIONS

- 1) The GCC (General Conditions of Contract) / SHE Manual (Safety, Health & Environment manual) of JMRC as available on JMRC website www.jaipurmetrorail.in / <http://transport.rajabastha.gov.in> are part to this Bid Process and are applicable as a whole on this Bid process & the pursuant contract agreement. However, wherever the provisions contained in this Bid document are in conflict with the GCC / SHE Manual, the provisions contained in the Bid document shall prevail. Bidders are advised to carefully read the GCC / SHE Manual uploaded on the Corporation website and submit undertaking as **Annexure-XII**
- 2) The licensee will ensure safety and security of the advertisement panels and other related installations. JMRC in any case will not take any responsibility. However, in the event of any theft / loss of any nature, the licensee will indemnify and keep indemnified JMRC for any losses on this account.
- 3) Reasonable security services for the station building, Cleaning, trash removal and washing of the station building premises, Adequate Lighting in the common areas and exterior lighting outside the station building services shall be provided for by JMRC. In the event that any one of the services provided for by JMRC may be interrupted or suspended by reason of accident, repair, alterations, strikes, lockout, and except as hereinafter provided, JMRC shall not be liable to the Licensee therefore provided however that JMRC shall use its best efforts to restore such services as soon as reasonably possible.
- 4) The Licensee shall use the space allotted, only for the purpose indicated in this Agreement and for no other purpose whatsoever. Any Change in usage may be permitted only on approval of the competent authority of the Licensor. The JMRC reserves the right to penalize the Licensee upto Rs.5000 for every occasion, where there has been misuse of the advertisement space.
- 5) The advertising rights for train wrapping will vest with the licensee only. Any persons wishing to advertise on train 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.
- 6) 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.
- 7) 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.
- 8) A fine of Rs. 5,000/- per occasion/offence can be imposed by JMRC on the Licensee on the following offenses: -

a.	Any staff of Licensee found in drunken condition/indulging in bad conduct
b.	Any staff of the Licensee found creating nuisance on duty.
c.	Improper maintenance & defacement of the Metro Property.
d.	Dishonour of Cheques and Drafts submitted by Licensee to JMRC.
e.	Misbehaviour with staff and commuters of JMRC.
f.	Not following safety and security norms as may be indicated by authorized

	representative of JMRC.
g.	Utilizing advertisements at locations other than that approved by JMRC

- 9) At present, JMRC is not liable to share its revenue or pay any tax / license fee for advertisements inside JMRC Metro train or outside Jaipur Metro Trains 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 inside/outside Metro Trains in future, then JMRC shall deposit the due share to local bodies out of its own funds. Licensee shall not be liable to part with any additional amount on this Account.
- 10) 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.
- 11) 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.
- 12) Licensee shall keep and maintain the advertisement in neat and clean condition and in safe & sound manner during the currency of License Agreement all the time of License tenure.
- 13) Fixing, upkeep, cleaning and maintenance of advertisement on coach wall space shall be the responsibility of the licensee. The licensee will ensure that the advertisements on coach wall are kept in good and safe condition and the faded advertisement are changed in time, during all the time of contract period.
- 14) The Licensee shall ensure that proper care is taken under skilled supervision during provisioning / maintenance / replacement of advertisement.
- 15) The Licensee shall ensure that personnel (including outsourced licensee staff, if any) deployed in connection with provisioning / maintenance / replacement of advertisement panels behave decently and courteously on JMRC premises and indulge in no act that may adversely affect the reputation of the Corporation.
- 16) 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.
- 17) The Licensee shall nominate a Manager/ Supervisor 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 premises / equipments.
 - Adhere to the quality standards as applicable to the said installations.
 - To be responsible for cleanliness and hygiene in the said Premises and to ensure at the services are conducted in clean, proper and efficient manner.
 - To ensure that fire detection and suppression measures where installed inside his premises and kept in good working condition.
- 18) The metro operations, safety & security are to be given top priority. All installation activities are to be done with extra precautions and under the supervision of its

responsible executive and advance intimation to JMRC's nodal officer for arranging Permit to Work (PTW).

- 19) The advertisement should be placed within the dimensions demarcated by JMRC at site, for the purpose. The installation activities and material shifting is to be arranged by the successful bidder from outside the metro station through temporary arrangement of crane / ladder etc. However, for regular maintenance through metro stations, portable ladder will be arranged by JMRC at Metro Stations.
- 20) JMRC shall not be responsible in any way for loss or damage by any means caused to the Licensee's equipments / advertisements/ wraps/ panels etc.
- 21) 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.
- 22) The Licensee shall ensure that proper care is taken under skilled supervision during installation / maintenance of advertisements so that no damage is caused to JMRC assets or premises.
- 23) The advertisement space will be handed over by JMRC on "as is where is" basis. That the Licensee will have to make own arrangements for placing the advertisement as per requirements. The Licensee shall install its own fixtures and equipment in the said premises after duly obtaining all necessary approvals from JMRC, permissions and licenses from Statutory/ Authorities of its own cost and expense.
- 24) Licensee 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.
- 25) JMRC reserves the right of refusal for installation of the display equipment if it is of the opinion that the Licensee's equipment will interfere with the station installations.
- 26) 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 Licensee and same will not be challenged in whatever manner.
- 27) Any damage to JMRC assets during execution and operation of this contract, shall be the responsibility of the licensee and shall be rectified by the licensee at its own cost on top priority with intimation to Jaipur Metro. Failure to comply the same in reasonable time may attract penalty to licensee upto 10 times of such cost or even more as assessed by JMRC as per site condition.
- 28) If, activities by licensee during execution and maintenance of this contract may harm or cause accident to public and commuters of Jaipur Metro, it shall be sole liability of the licensee. The Licensee shall indemnify JMRC from / against any claims in such incidence.
- 29) JMRC Employees and / or personnel authorised by it / Fire Officer / authorized personnel will have unfettered access to the premises, for inspection / checking of fire detection and suppression measures etc. The instructions issued by the JMRC's fire officer shall be obeyed fully without any demur. Any costs associated with carving out the instructions of the authorised personnel of JMRC will be borne solely by the licensee.
- 30) That the overall control and ownership of the premises shall remain vested with JMRC who will have the right to inspect premises as and when considered necessary,

with respect to its bona fide 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 Leased, 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.

- 31) The Licensee shall submit details along with contact numbers of their authorized representative(s) who shall be available at a short notice for inspection of advertisement spaces. In the absence of licensee's representative, inspection shall be done by JMRC and it shall be final and binding to the Licensee.
- 32) Inspection will be conducted by JMRC officials at regular interval. Discrepancy noticed or instructions issued by JMRC shall be rectified/complied with by the Licensee within a period of 7 days, failing which, JMRC reserves the right to impose fine up to Rs. 2,000/- per instance of violation per week per Train. Deliberate or willful non-compliance of JMRC written instructions for a period of 10 days shall constitute Material breach and Licensee Event of Default, which shall entitle JMRC to forfeit Interest Free Security Deposit/Performance Security in part or in full and or terminate the License Agreement after giving 90 days notice to the Licensee.
- 33) Licensee shall ensure a high standard of hygiene and cleanliness so as to create a very clean and healthy environment to attract commuters and enhance JMRC's image. Any physical damage or injury to the commuters or JMRC employees due to lapses on the part of the Licensee will be the sole responsibility of the Licensee only and JMRC will have no legal obligations or liability towards the injured.
- 34) That the licensee shall bear the cost of day-to-day repairs and maintenance at the advertisement space. All major repairs due to constructional defects, if any, shall be the responsibility of JMRC.
- 35) The-said advertisement spaces, which have been handed over to the Licensee under this agreement shall be kept in good condition and maintained properly by the Licensee at their own cost. If the property is not handed over in good condition as required under this agreement, JMRC reserves the right to seek exemplary damages and indemnification.
- 36) Licensee shall not have any claim or compensation, in case of delay in Handing over of advertisement spaces on any trains to licensee.

4.9 DURATION OF LICENSE PERIOD / AGREEMENT

- i. The tenure of the exclusive advertisement rights through license agreement as prescribed in this Bid will begin from the date of 31st day of issue of NTP or from the date of start of licensee fee, whichever is earlier. Duration of contract will be 5 years and further extendable to two more years i.e. for maximum 7 years on mutual consent basis on the same terms and conditions, unless otherwise terminated by JMRC or surrendered by the licensee.
- ii. In any case, no extension in license agreement shall be given beyond 7 years. The licensee hereby, unequivocally and voluntarily agrees not to seek any claim, damages, and compensation due to non-extension of licensee by the JMRC.
- iii. The licensee shall have to request for extension, if willing, prior to three months of termination of initial period of five years. In case of extension of two years is granted the licensee shall have to revise/ resubmit Performance Security deposit of Three months on the basis of monthly license fees of the 6th year of license.

- iv. There will be an initial lock-in period of **one year** for the Licensee before which it cannot surrender the licence failing which its security deposits and advance license fee shall be taken over (forfeited) by JMRC.
- v. No partial surrender of space/Train shall be permissible.

4.10 VARIATION IN THE ADVERTISEMENT SPACE

- i. JMRC may, if deemed necessary by it in its sole discretion, withdraw any of the train sets temporarily or permanently for any requirement for the safety of the passengers and smooth functioning of the metro operations, or for any other reasons including periodical maintenance. In such cases there shall be a pro-rata reduction in License Fee for that train(s), and the Licensee shall not have any further /claim compensation in this regard. Proportionate reduction in license fee will be given only in the cases where withdrawal of the train sets is for 15 days or more continuously.
- ii. The proportionate reduction in license fee will be done in cases of not running of trains, which are wrapped for advertisement by the licensee, due to any reason, including periodical maintenance, for a period of 15 days or more continuously.
- iii. The licensee can demand additional train for wrapping by depositing advance license fees of next 1 quarter as per requirement. In such case, the license fees shall be applicable from 31st day of issue of NTP or date of commencement of actual running of wrapped train, whichever is earlier for additional train.

4.11 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 premises 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 premises, 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 Licensee 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 Licensee.

- vii. The advertisement(s) on train wrapping shall conform to every applicable requirement of law or duly constituted authority or the requirements of the carriers of all insurance on or relating to the licensed premises. The Licensee at its sole risk and expense, shall at all times during the term thereof promptly comply with all such requirements. The Licensee shall comply with all applicable statutes, ordinances, rules and regulations of central, state governments, municipal bodies and all applicable rules and also regulations of the Rajasthan Fire department. The Licensee 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) and nodal officer of JMRC. Non-compliance with rules / regulations / notices and laws may be treated as breach of contract and may lead to termination of the 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 must strictly comply with all the provisions of Labour Laws & regulation in force including but not limited to The EPF Act 1952, The ESI Act, Minimum Wages Act 1948, 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.
- xi. The Licensee hereby undertakes to discharge all statutory obligations and liabilities in connection with employment of its personnel in the said premises. Licensee hereby indemnifies JMRC against any liability arising in connection with the employment of its personnel in the said premises by Licensor.
- xii. Licensee shall ensure that Licensee and its employees or other persons involved in the execution of the work does not in any way impinge on the safety and security of metro operations, safety & convenience of commuter, safety of metro properties and its assets.
- 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.

4.12 PAYMENT TERMS OF LICENSE FEE

- i. The successful bidder shall pay the quarterly license fee to JMRC, as per license fee approved by JMRC. The rate of annual increment of License Fee shall be @6 % per annum on annual compounding basis.
- ii. The successful bidder shall be liable to pay agreed license fee for minimum two trains and above it as many taken by bidder.
- iii. Payment of license fee shall commence after 30 days from the date of issue of Notice to Proceed (NTP), even if more time is required by the licensee to complete installation & fabrication activities or even if the licensee has commenced its advertisement before that.
- iv. The License fee for the first quarter including all other recurring charges shall be paid before issue of Notice to Proceed (NTP).
- v. If the initial license fee date, i.e., 31st day of the NTP commences after the 1st date of any month of the first quarter, then the License fee for next quarter shall include the license fee of the remaining days of that calendar month and remaining period, which shall be calculated on pro-rata basis to align with financial year.
- vi. Accordingly, from next quarter, the payment of License fee including all other recurring charges shall be made in advance, to JMRC, for each quarter, **latest by 25th of the month preceding the quarter without waiting for the formal invoice from JMRC.**
- vii. For each train, in case of delay in payment of License Fee interest @ 1 % per month will be calculated on the outstanding amount for delay less than 15 days and @ 2 % per month for entire period in case of delay equal to or more than 15 days. The interest will be calculated for number of days of delay as per applicable monthly interest rate.
- viii. Any delay in payment beyond 30 days shall be considered as a default and such third default may result in termination of this license agreement at the discretion of JMRC.
- ix. In addition to the agreed License Fee etc., Licensee is liable to pay necessary GST and all other Central & State Government taxes as applicable from time to time.
- x. 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.
- xi. In case of payment of license fee electronically (NEFT/RTGS/ECS), the license shall intimate to JMRC in the format prescribed at Annexure – X of this BID, within seven days of making such payment(s) for reconciliation purpose(s).
- xii. In case payment is not made by due date, a 7 days 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 for payment of all dues at the discretion of JMRC.
- xiii. Any representation or any request by the Licensee shall only be entertained if the Licensee deposits 100% dues as per issue / demand within 15 days of issue of termination notice. 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 at the discretion of JMRC.

- xiv. 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.
- xv. The licensee shall vacate the licensed space by taking away all his advertisements and hand over the train sets to authorised officer of JMRC before last date of termination notice otherwise JMRC shall remove the same at the risk and cost of bidder. Unauthorized occupancy charges will be levied after 15 days Grace Period from the date of termination order.

4.13 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 Licensee for which period, the Licensee shall fully or partially stop its activities as advised by **the Corporation and proportionate rebate in license fees for the suspended period will be provided by JMRC.**
- ii. Due to the period under suspension if the time schedule gets extended, the license period shall consequently be treated as extended upto the duration of suspension or otherwise as deemed fit by JMRC under the terms and conditions as laid out in this BID.
- iii. If the license is suspended by JMRC **for a period of more than 3 months**, the Licensee shall have the right to terminate the contract by providing a termination notice of 07 days without any obligation on both sides except payment of licensee's dues if any.

4.14 BREACH OF CONTRACT / LICENSE AGREEMENT

- i. The Licensee shall abide by the terms and conditions of this Bid and the consequent License Agreement. JMRC shall have the right to claim reimbursement of any cost that it may incur due to the breach of any terms and conditions by the Licensee, and may additionally impose justifiable penalty upon the Licensee, which shall not necessarily be limited to the amount of Security Deposit. JMRC shall also have the right to rescind or terminate the Contract / License Agreement (in full or part) in the event of such breach.
- ii. Any notice required to be served on the Licensee under this agreement shall be deemed to be served if delivered at the Licensee's address or sent by Registered post /speed post to the Licensee. Similarly, any notice to be given to JMRC under this agreement shall be deemed to have been served if at or sent by Registered post to JMRC. The period of notice given under this Agreement will count from the date of delivery at address (as per receipt of notice by either side) or from date of despatch in case of delivery by registered post, whichever is earlier.
- iii. In case of breach of contract b successful bidder, JMRC may terminate the contract as per procedure in clause 4.15 of this BID.

4.15 TERMINATION OF CONTRACT AGREEMENT

- i. JMRC reserves the right to terminate the Agreement by giving **3 (three) months advance notice** in writing to the Licensee, without assigning any reason thereof. During the notice period Licensee will continue to do its business or provide services. On the termination of the License agreement, the Licensee 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 intentions after the initial lock-in period of one year. 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 one year, the Licensee shall give at least **06 (Six) months advance notice** 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 case, the performance security deposit of 3 months 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.
- iv. 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.**
- v. 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 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.
- vi. 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 Licensee.
- vii. 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 also 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.
- viii. 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 doing business or 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 or even during the 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.
- ix. This License shall stand terminate by the effect of efflux of time i.e. 5 (Five) years from the beginning of the licensee, or after the expiry of the extended period which may be upto 2 (two) more years; as provide in clause 4.9 of this BID.

- x. This License shall be liable to be terminated in case of breach of terms & conditions and on any other grounds after giving a one month (01 month) termination notice to the other party. For the termination notice period to the Licensee shall be under obligation to pay License fee and any other dues which he is otherwise liable to pay under this BID. The effect of any termination under this Bid shall be as mentioned in clause 4.15 (viii) and at other places in this BID.
- xi. In case it is found that the License is being used for prohibited blatant practices as mentioned in clause 4.6(h) of this BID, illegality, any act or omission endangering the security of JMRC/State/Public and sovereignty of the state, JMRC retains the right to terminate the Lease with immediate effect.

4.16 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 BID, 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 BID, 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 Bid 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 BID;
 - (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 Bid ;
 - (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 BID;
 - (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 BID; 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 BID.

4.17 CONCILIATION, ARBITRATION & JURISDICTION

- i. In the event of dispute or difference arising between JMRC and the Licensee out of or in relation to this “License Agreement” and so notified in writing by either Party to the other (the “Dispute”), the same shall be discussed in the first instance between the representatives of the Licensee and Executive Director (Corporate Affairs) 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/a panel of Arbitrators of the dispute whose decision shall be final and binding on both the parties. Arbitration proceedings will be assumed to have commenced from the day a written and valid demand for arbitration is received by the MD, JMRC. The place of arbitration will be Jaipur. Wherever applicable, the provisions of the Arbitration and Conciliation Act, 1996 shall apply.
- 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.

4.18 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 terminate the contract for the reason of any or all of the Force-Majeure condition(s) notified as above. Further, the Authority shall not be liable to pay to the Bidder, any compensation towards financial implications arising due to Force Majeure.
- iv. As soon as practicable and in any case within 7 days of the date of occurrence of a Force Majeure Event or the date of knowledge thereof, the affected party shall notify other Parties of the same, setting out the details of such Force Majeure Event.
- v. Upon the occurrence of any Force Majeure Event, the following shall apply:
 - a) The Parties shall bear their respective costs and no Party shall be required to pay to the other Party any costs arising out of such Force Majeure Event.
 - b) The Licensee will not be liable to pay the Default Charges for the period for which

the Force Majeure events persist.

- vi. Upon the cessation of any Force Majeure Event, the Parties shall immediately resume their respective obligations.
- vii. It is expressly agreed that Agencies ability to provide services to a third party at a more advantageous price or Licensee's economic hardship shall not constitute a force majeure event.

ANNEXURE – I
CHECK LIST
TECHNICAL BID

Proposal will contain the following documents :		Whether enclosed
1.	This Check List duly ticked & signed. This check list, duly checked / ticked and signed shall form part of this Bid Document (Annexure-I)	Yes/No
2.	All pages of Bid 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 (BID), duly filled & signed Technical Bid Form-1: Letter of the Bid (Annexure – II)	Yes/No
4.	Bidder's Profile and bid form, duly filled and signed by authorised signatory Technical Bid Form-2: Details of the Bidder (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.	Details of Experience (Annexure-V)	Yes/No
7.	Draft 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) along with the copy of Board resolution, if applicable.	Yes/No
9.	Format of Bank Guarantee for Performance Security Deposit, duly signed (Annexure VIII)	Yes/No
10.	Format of Bank Guarantee for Installation Security Deposit, duly signed (Annexure IX)	Yes/No
11.	Format of intimation to JMRC for deposition of License fee via RTGS/ NEFT/ ECS (Annexure X)	Yes/No
12.	Financial Eligibility (Certificate of Annual Turnover) duly filled & enclosing required supporting documents (Annexure-XI)	Yes/No
13.	GCC & SHE Declaration (Annexure XII)	Yes/No
14.	Guidelines for Train Wrapping & Unwrapping (Annexure XIII)	Yes/No
15.	Format of Financial BID/BOQ (Annexure XIV)	Yes/No
16.	Registration Certificate of firm / Partnership deed / Certificate of incorporation etc. as per eligibility requirement prescribed in Clause 1.3(i) of BID	Yes/No
17.	Articles of Association & Memorandum of Association (If applicable)	Yes/No
18.	Copy of Income Tax Registration (PAN)	Yes/No

Proposal will contain the following documents :		Whether enclosed
19.	Copy of TIN No., if applicable.	Yes/No
20.	Copy of GST Registration	Yes/No
21.	Self-declared certificate regarding company not black listed, on bidder's profile (Annexure-IV)	Yes/No
22.	Copy of cancelled cheque having the bank details mentioned in Annexure-III must be enclosed	Yes/No
23.	Proof of payment for Bid Document Cost as per Clause 3.6(iii) of the BID	Yes/No
24.	Proof of payment for Bid Security (EMD) as per Clause-3.7 of the BID	Yes/No
25.	Proof of payment for Bid Processing Fee as per Clause 3.6(ii) of the BID.	Yes/No

Important: It may be ensured that Rates (Financial quotes) are no where disclosed in technical bid.

FINANCIAL BID

Proposal will contain the following documents :	Whether enclosed
Annexure – XIV: Financial Bid duly filled and signed to be uploaded in excel format on e-procurement portal	Yes/No

Date
Place

Signature
Name
Designation
Seal of Authorised Signatory

ANNEXURE – II**Technical Bid Form-1: Letter of the Bid****NIB No. F.1(R-210)/JMRC/DC/Rev/Train Wrapping/2023-24/10 dated 14.02.2024**

To,

Executive Director (Corporate Affairs)
Jaipur Metro Rail Corporation Limited
2nd Floor, Admin Building, Metro Depot,
Bhrigu Path, Mansarovar,
Jaipur (Rajasthan)- 302020
Phone: 0141-2822752;
E-mail: edca@jaipurmetrorail.in

**Sub: - Licensing of Exclusive Rights for Advertisement outside Jaipur Metro Trains
(Train Wrapping)**

Dear Sir,

Having visited JMRC's system/section, examined the Terms and Conditions of contract as well as Instructions to Bidders including Annexure and addendum thereto (if any) issued by JMRC for Licensing of Exclusive Rights for Advertisement outside Jaipur Metro Trains (Train Wrapping), we hereby (jointly and severally)* offer to execute the works in conformity with the document for the sum stated in the Commercial Bid as completed by us.

Being duly authorized to represent and act on behalf of _____ (hereinafter referred as the "Bidder"), and having reviewed and fully understood all of the eligibility requirements and information provided, the undersigned hereby expresses its interest and apply for eligibility for Licensing of Exclusive Rights for Advertisement outside Jaipur Metro Trains (Train Wrapping).

We are enclosing our Bid with the details as per the requirements of the Bid Document, for your evaluation.

The undersigned hereby also declares that the statements made and the information provided in the Bid is complete, true and correct in every detail.

We confirm that our Bid is valid for a period of 120 days from the due/last date of submission of Bid (Bid Due Date) and our Technical Bid and Financial Bid are unconditional.

We hereby also confirm the following:

1. The Bid is being submitted by ----- (name of firm) in accordance with the conditions stipulated in the Bid Document.
2. We have examined in detail and have understood the terms and conditions stipulated in the bid document issued by Jaipur Metro Rail Corporation Limited ("**Authority**" or "**JMRC**" or "**Licenser**") and in any subsequent communication sent by it. We further confirm that we have examined and have no reservations to the bid document, including Addendum/ issued vide dated....., Metro Railways (Operation & Maintenance) Act 2002, General Condition of Contract (GCC) and SHE Manual available on JMRC website. We understand that the Addendum shall form an integral part of the Bid document.
3. We acknowledge and confirm that we have undertaken a due diligence audit of all aspects of the Contract, including legal due diligence, Contractor's obligation to implement the Contract and on the basis of its independent satisfaction hereby agree to

undertake the Contract in accordance with the terms and conditions of this bid document.

4. We agree and undertake to abide by all these terms and conditions. Our Bid is consistent with all the requirements of submission as stated in the bid document or in any of the subsequent communications from Authority.
5. The information submitted in our Bid is complete, is strictly as per the requirements stipulated in the bid document, and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Bid.
6. We agree to submit Performance Security on being identified as Selected Bidder as per terms and conditions of bid document.
7. In the event of our Bid being accepted, we agree to enter into the License Agreement within the stipulated period of 30 days from the date of issue of LOA with the Authority for exclusive implementation, incorporating the conditions of the Bid including the Draft License Agreement thereto annexed and written acceptance thereof.
8. We confirm that we have studied the provisions of the relevant laws and regulations as applied required to enable us to prepare this Bid and as applicable for implementation of the Contract in the event that we are finally selected.
9. Our Financial Bid is exclusive of GST and all applicable taxes, duties, CESS, surcharges, levies, etc. We agree to pay all applicable taxes separately for all the payments to be made by Selected Bidder to JMRC under the License Agreement.
10. We confirm that all the terms and conditions of the Bid are firm and valid for acceptance for a period of 120 days or extended period, if any, from the Bid Due Date.

Thanking You,

Yours faithfully,

For and on behalf of : ----- (Name of firm and seal)

Signature : ----- (Authorized Signatory)

Name of the Person : -----

Designation : -----

Seal of the Bidder : -----

Date : -----

Place : -----

ANNEXURE -III
Technical Bid Form-2: Details of the Bidder
NIB No. F.1(R-210)/JMRC/DC/Rev/Train Wrapping/2023-24/10 dated 14.02.2024

1	Category of Bidder (Proprietor/partnership Firm/LLP/Company)	
2	Name of Bidder (mention name of firm/company and name of proprietor/Director)	
3	Registration No. and Legal Status of Bidder	
4	Date of Incorporation/Registration	
5	Office Address of Bidder with Contact & Communication details	
6	Brief Description of Bidder's Organisation a) Ownership Structure b) Background of Promoters c) Management Structure	
7	Particulars of Authorized Signatory	Name: Designation: Address: Telephone: Mobile: Fax: E-mail:
8	Bank Details of Bidder All the information must be filled in BLOCK LETTERS ONLY. Copy of cancelled cheque having the above details must be enclosed.	Name of Account Holder: Account No: Account Type: Bank's Name: Branch: IFSC Code:
9	GST Registration No.	
10	PAN No.	
11	EPF Registration No.	

Note: a) Bidder shall also submit certified copy of certificate of registration/ incorporation as applicable to legal status of the Bidder and other details viz. GST registration number, PAN number and EPF registration number duly signed by Authorized Signatory with Bidder's seal.

b) Copy of bank statement for last 3 financial years (certified by Bank) preceding to the Bid Due Date in case the Bidder is a proprietorship firm.

For and on behalf of : ----- (Name of Single Entity Bidder/ Lead Member in case of a Consortium Bidder and Bidder's seal)

Signature :----- (Authorised Signatory)

Name of the Person :-----

Designation :-----

Seal of the Bidder :-----

Date :-----

Place :-----

ANNEXURE – IV**DECLARATION OF ACCEPTANCE OF TERMS & CONDITIONS OF THE BID**

I/We,, having my /our office at....., agree to all the Terms & Conditions the Request For Proposal (BID) No. . F.1 (R-210)/JMRC/DC/Train wrap/2022-23/10 Dated 14.02.2024 issued by JMRC for **licensing of exclusive advertisement rights outside Jaipur Metro Trains (Train Wrapping)** 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 Bid 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 120 days from the last date of bid submission.

Date:

Signature:

Place:

Name :

Designation:

Seal of Authorised Signatory

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 3 financial years ending 31.03.2023 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

ANNEXURE – V
TECHNICAL CAPACITY OF THE APPLICANT

(Details of experience as per clause 1.3-iv)

S. No.	Name of Organizations along with address and contact details	Type of advertisement contract (Train wrapping)	Amount of Contract (Rs. Lacs)	Revenue per year	Duration of Contract	
					From	To

(If the space provided is insufficient, a separate sheet may be attached)

Note: Attach documents as per Clause 1.3 (iv) of BID.

Date

Signature

Place

Name

Designation

Seal of Authorised Signatory

ANNEXURE – VI**FORMAT OF LICENSE AGREEMENT**

This agreement is made on this _____ day of _____ 2023 at Jaipur by and between Jaipur Metro Rail Corporation Ltd. (herein after called Licensor) incorporated under the companies Act, 1956 having its registered office at Jaipur Metro Rail Corporation Limited, Admin Building, Metro Depot, Bhargu Path, Mansarovar, Jaipur – 302020, India, hereinafter referred to as the “Licensor” or JMRC (which expression shall unless repugnant to the context mean and include its successors and assigns), through its (Designation) Shri (Name) of the First Party.

AND

M/s.....(name, designation and address of the selected bidder)a company/partnership firm/ proprietorship firm/ other legal entity incorporated/ registered/ under the Act, (Name of relevant statute) (hereinafter referred to as the “Licensee” which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns) through it's (Designation) Shri (Name) of the Second Party.

AND

WHEREAS Licensor is entitled in Law to grant License for exclusive advertisement rights to a licensee for design, install, manage, operate, market and sell advertising spaces outside **Jaipur Metro Trains;**

WHEREAS the Licensee is desirous to undertake license for exclusive advertisement rights to design, install, manage, operate, market and sell advertising spaces outside **Jaipur Metro Trains**, on the terms & conditions mentioned hereunder and has approached the Licensor for the purpose;

AND WHEREAS the JMRC is agreeable to grant the License;

NOW, THEREFORE, this indenture witnessed:

1. The following documents hereto shall be deemed to form an integral part of this Agreement:
 - (i) The Letter of Acceptance (LOA) issued by the Corporation in favour of the Licensee.
 - (ii) Addendum and/or Corrigendum to the Bid Document if issued by the Corporation.
 - (iii) The Bid Document No. F.1 (R-210)/JMRC/DC/Train wrap/2022-23/.... Dated: in its entirety along with all its Annexures, Appendices, etc.
 - (iv) General Condition of Contract of JMRC.
 - (v) Safety, Health and Environmental (SHE) Manual of JMRC.

In case of any conflict in the interpretation, the 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 _____ months and _____ days from the 31st day of issue of NTP or from the date of start of licensee fee, whichever is earlier unless terminated earlier as provided in the BID.
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 as per JMRC norms.

4. That the Licensee shall have exclusive advertisement rights to design, install, manage, operate, market and sell advertising spaces at on the terms & conditions mentioned in the license agreement.
5. That the advertisement rights shall be provided for minimum 02 train sets for train wrapping even if it has not used any of trains.
6. That in consideration, licensee shall pay to the licensor every quarter License Fee, latest by 25th of the month preceding the quarter, a sum as under:

Year	Monthly payable license fee* (In Rs.)
I	
II	
III	
IV	
V	

* GST shall be payable extra by Licensee, as applicable

License Fee shall be increased by 6% after one year on compounding basis.

7. That The License fee for the first quarter including all other recurring charges shall be paid before issue of Notice to Proceed (NTP).
8. That the Licensee shall make payment of License Fee, by Demand Draft / Banker's Cheque / RTGS in favour of Jaipur Metro Rail Corporation Limited, payable at Jaipur.
9. That in case of default / delay in payment of License Fee interest @ 1 percent per month will be calculated on the outstanding amount for delay less than 15 days and at 2% per month for delay equal to or more than 15 days.
10. That any delay in payment beyond 30 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.
11. 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.
12. 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.
13. That in the event of the Licensee committing any breach of the terms & conditions of this Bid or License agreement executed in pursuance to this BID, 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.

14. That the Licensee shall equip himself with all necessary permits, licenses and such other permissions as may be required under the law in force at any time with regard to the operation of the subject License.
15. That the Licensor shall provide bare space for putting up of the advertisements. 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;
16. 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.
17. That the Licensor shall not be responsible for any loss or damage caused to the Licensee on any accounts whatsoever;
18. 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 premises and the Licensor shall not be responsible for any loss or damage caused to the Licensee on any accounts whatsoever.
19. That the Licensee shall use the designated space only for the bona fide purpose as mentioned in the Bid and recitals in this Agreement, and for no other purpose.
20. 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 per prevailing technical guidelines issued by concerned department.
21. That the License may be terminated on any of the conditions as mentioned in the BID, preceding this License Agreementt
22. 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.
23. That the Licensor and the Licensee further agree that they are bound by the terms and conditions of the Bid (including any corrigenda and/or addenda thereof.) In case of any conflict between the Bid (including any corrigenda and/or addenda thereof) and this Licensee Agreement, the latter shall prevail insofar as the spirit of the Bid 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

Authorised Signatory

For Jaipur Metro Rail Corporation Ltd.

For _____(Licensee)

Witness:

a) Name and Address

b) Name and Address

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

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 "BID FOR LICENSING OF EXCLUSIVE ADVERTISEMENT RIGHTS OUTSIDE JAIPUR METRO TRAINS (TRAIN WRAPPING)" (BID No. F.1 (R-210)/JMRC/DC/Train wrap/2023-24/..... Dated:.....) 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 2024.

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 PERFORMANCE SECURITY DEPOSIT**

1. 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 **Bid No. F.1 (R-210)/JMRC/DC/Train wrap/2023-24/..... Dated:.....** issued by JMRC for **LICENSING OF EXCLUSIVE RIGHTS FOR ADVERTISEMENT OUTSIDE JAIPUR METRO TRAINS (TRAIN WRAPPING)** 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 BID, 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 Bid 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 **66 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 Bid 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 Bid 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 bank guarantee is payable at local branch of the bank (Jaipur).
 8. 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 Licensee.
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:

Executive Director (Corporate Affairs)
Jaipur Metro Rail Corporation Ltd.
Admin Building, Metro Depot,
Bhrigu Path, Mansarovar, Jaipur-302020(Raj).

ANNEXURE-IX**FORMAT OF BANK GUARANTEE FOR INSTALLATION SECURITY DEPOSIT****To:**

Executive Director (Corporate Affairs)
Jaipur Metro Rail Corporation Limited (JMRC),
Admin Building, Metro Depot ,
Bhrigu Path, Mansarovar,
Jaipur-302020 (Raj).

WHEREAS

_____ (Name and address of the Licensee) (hereinafter called “**the Licensee**”) has undertaken to fulfil the contractual obligations to be contained in the License Agreement signed pursuant to the **Bid No. F.1 (R-210)/JMRC/DC/Rev/Train wrapping/2023-24/.....Dated:** issued by JMRC for **LICENSING OF EXCLUSIVE RIGHTS FOR ADVERTISEMENT OUTSIDE JAIPUR METRO TRAINS (TRAIN WRAPPING)**

AND WHEREAS it has been stipulated by you in the said License Agreement that the Licensee 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 Licensee such a Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Licensee 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 Licensee 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 Licensee 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 bank guarantee is payable at local branch of the bank (Jaipur).

This guarantee shall be **valid for currency of the contract 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 Licensee.
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:

Executive Director Corporate Affairs
Jaipur Metro Rail Corporation Ltd.
Admin Building, Metro Depot,
Bhrigu Path, Mansarovar,
Jaipur-302020 (Raj).

ANNEXURE-X
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 such as TDS, GST etc.			
Net amount deposited			
Payment Details : (NEFT/ RTGS/ ECS)			
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-XI

Financial Eligibility (Certificate of Annual Turnover)
(On Chartered Accountant Letter head with UDIN)

Name of the Bidder:

S.N.	Financial Year	Annual Turnover (Amount in Rs.)
1	FY 2020-21	
2	FY 2021-22	
3	FY 2022-23	

This is to certify that the information contained above is correct as per the audited financial accounts of the Bidder.

UDIN No:

Date: (Signature, Name and Seal of CA)

Note:-

- The above Form shall be filled and duly certified by a practicing Chartered Accountant with Unique Document Identification Number (UDIN) on the certificate.
- Bidder shall also submit audited financial accounts of FY 2020-21, 2021-22 and 2022-23.

ANNEXURE-XII

GCC & SHE DECLARATION
(ON BIDDER'S LETTER HEAD)

**Sub: Licensing of Exclusive Advertisement Rights for Outside Jaipur Metro Trains
(Train Wrapping)**

- 1.0 I / We, hereby, declare that I / We downloaded the GCC & SHE from the website www.transport.rajasthan.gov.in/JMRC/www.jaipurmetrorail.in and have gone through the same.
- 2.0 I / We assure that I / We shall comply with the GCC & SHE for the execution of the above contract and it is submitted that Downloaded GCC & SHE shall be part of the contract.

Yours faithfully,

Date

Signature

Place

Name

Designation

Seal of Authorised Signatory

ANNEXURE-XIII**Guidelines for Train Wrapping & Unwrapping**

Following points would be taken care by licensee regarding outside advertisement wrapping on train & unwrapping and inside panel fixing work so that trains can be provided timely on the main line for operation or revenue service.

- a) Licensee firm should complete unwrapping work in a total of 04 Hours and wrapping work in a total of 08 hours of a train. The time slot for these activities will be from 23:30 Hrs (Mainline to depot Induction time) to 04:00 Hrs (Train fitness release time).
- b) For maintenance activities like glass replacement, sealant change or gasket change in future then the firm has to unwrap and wrap the required area as per JMRC requirements.
- c) If any advertisement portion is found not properly pasted on a train and the train needs to send the main line revenue service then JMRC will unwrap that particular portion so that train can be sent on the mainline without any loss of safe revenue.
- d) Flex cutting at the train body after pasting on the outside/Inside of the train is not allowed by knife or something else, all flex cutting work prior to wrapping work shall not be allowed in metro depot. Licensee firm may perform flex cutting work at the place of printing or some other place but not in depot.
- e) Prior to wrapping, the content of flex shall be verified by the corporate affairs directorate & the same shall be intimated in writing to RS department before the start of wrapping work on a train.
- f) The corporate affairs directorate shall issue a permission letter with the name or I-Card to the Licensee firm workers and the workers carrying the same shall only be allowed to work on the train.
- g) The corporate affairs directorate shall send a copy of permission letter in advance (as mentioned in point (f)) to JMRC main security gate to allow the workers of the firm for a stipulated time.
- h) Licensee firm shall share details of two persons as written in NTP, that will coordinate to the team working on the train.
- i) If any JMRC logo, stickers or train body paint peel off then licensee firm have to provide or repair the same at their own cost as per JMRC standards.
- j) The scrap of flex will be removed by the Firm from the depot on the same day.
- k) Frequent wrapping shall not be allowed. It should be only once in 3 month.
- l) For Wrapping/Unwrapping train will be provided either at IBL, WSL (inside) or IHCS as per feasibility.

ANNEXURE-XIV
FORMAT OF FINANCIAL BID / BOQ

Validate

Print

Help

Tender Inviting Authority: Executive Director (Corporate Affairs), JMRC
Name of Work: Licensing Of Exclusive Advertisement Rights Outside Jaipur Metro Trains
(Train Wrapping)

RFP No: Bid No. F.1 (R-210)/JMRC/DC/Rev/Train wrapping/2023-24/10 Dt: 14.02.2024

Bidder Name :						
PRICE SCHEDULE						
This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values in percentage only.						
Terms & conditions :						
1) We understand that a Bidder can submit only one bid for the Project.						
2) Bidders shall be required to quote percentage above the base rate of lease rent (Per month). Bidder who offers highest lease rent (Per month) shall be the successful Bidder.						
3) Lease rent (Per month) accepted for the selected bidder shall be escalated annually @6% on annual compounding basis.						
4) Total Lease Amount for a month shall be calculated as per formula "Accepted Lease Rent (Per month) X No. of train".						
S. No.	Item Description	Quantity *	Units	Estimated Rate (per train per month)	TOTAL AMOUNT Without GST/ Taxes (in Rs.)	TOTAL AMOUNT Without GST/ Taxes In Words (in Rs.)
1	2	3	4	5	6	7
1	Base Rate (Per train per month) for First Year for Licensing Of Exclusive Advertisement Rights Outside Jaipur Metro Trains (Train Wrapping)	2	Per train	144000.0000	288000.00	INR Two Lakh Eighty Eight Thousand Only
Total in Figures		2			288000.0000	INR Two Lakh Eighty Eight Thousand Only
Quoted Rate in Figures			Select		0.0000	INR Zero Only
Quoted Rate in Words		INR Zero Only				

*** Minimum 02 trains**

The License Fee(s) quoted above is/are after taking into consideration all the terms and conditions stated in the Bid and based on our own estimates of costs, commuters, non-commuters, and after a careful assessment of the site and all the conditions that may affect the bid.

 Date
Place

 Signature
Name
Designation
Seal of Authorised Signatory

Note: This sheet is to be signed blank and no rate should be quoted here in technical bid. 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.