

**RFP FOR LICENSING OF EXCLUSIVE ADVERTISEMENT
RIGHTS INSIDE JAIPUR METRO TRAINS OF PHASE 1**



Price Rs. 1000

RFP No. F.1(53)/JMRC/DCA/Rev/Advt/Train/2016-17/07

Dated: 03.10.2016

**RFP FOR LICENSING OF EXCLUSIVE ADVERTISEMENT
RIGHTS INSIDE JAIPUR METRO TRAINS OF PHASE 1**

REQUEST FOR PROPOSAL



JAIPUR METRO

Jaipur Metro Rail Corporation Ltd.

2nd Floor, RSIC Wing, Udyog Bhawan ,
Tilak Marg, C- Scheme, Jaipur (Rajasthan)- 302005

Website: www.jaipurmetrorail.in

Email: edca@jaipurmetrorail.in

CIN: U60221RJ2010SGC030630

TABLE OF CONTENTS

DISCLAIMER.....	5
1. NOTICE INVITING BIDS.....	6
1.1 INTRODUCTION.....	6
1.1 SCHEDULE AND DATES TO THE INVITATION OF RFP.....	6
1.2 ELIGIBILITY CRITERION OF BIDDERS.....	8
2. DEFINITIONS.....	11
3. INSTRUCTIONS TO BIDDERS.....	13
3.1 GENERAL INSTRUCTIONS.....	13
3.2 DUE DILIGENCE BY BIDDER.....	15
3.3 PRE-BID CONFERENCE.....	15
3.4 CLARIFICATION / AMENDMENT / ADDENDUM.....	16
3.5 DETAILS OF AVAILABLE ADVERTISEMENT SPACE(S) AND ESTIMATED MONTHLY LICENSE FEE 17	
3.6 COST OF BID DOCUMENT (TENDER FEE) AND E-TENDER PROCESSING FEE.....	17
3.7 BID SECURITY / EARNEST MONEY DEPOSIT (EMD).....	18
3.8 SUBMISSION OF PROPOSAL.....	19
3.9 EVALUATION OF BIDS.....	21
3.10 AWARD OF CONTRACT, SIGNING OF LICENSE AGREEMENT & SECURITY DEPOSIT.....	22
4. SPECIAL CONDITIONS OF CONTRACT (SCC).....	25
4.1 OBJECTIVE OF THE LICENSE.....	25
4.2 NOTICE TO PROCEED (NTP).....	25
4.3 SCOPE OF LICENSE.....	26
4.4 RIGHTS AND OBLIGATIONS OF THE LICENSEE.....	27
4.5 MINIMUM MATERIAL SPECIFICATIONS.....	28
4.6 FACTORS GOVERNING SELECTION OF PERMISSIBLE ADVERTISEMENTS.....	28
4.7 ELECTRICITY PROVISIONING.....	29
4.8 HANDING OVER POSSESSION TO JMRC.....	29
4.9 OTHER TERMS & CONDITIONS.....	30
4.10 DURATION OF LICENSE PERIOD / AGREEMENT.....	34
4.11 VARIATION IN THE ADVERTISEMENT SPACE.....	35

RFP FOR LICENSING OF EXCLUSIVE ADVERTISEMENT RIGHTS INSIDE JAIPUR METRO TRAINS OF PHASE 1



4.12 STATUTORY OBLIGATIONS / INDEMNITY AND INSURANCE	35
4.13 PAYMENT TERMS OF LICENSE FEE	37
4.14 SUSPENSION OF LICENSE.....	38
4.15 BREACH OF CONTRACT / LICENSE AGREEMENT	39
4.16 TERMINATION OF CONTRACT AGREEMENT	39
4.17 PROHIBITED PRACTICES	40
4.18 CONCILIATION, ARBITRATION & JURISDICTION	41
4.19 FORCE MAJEURE	42
ANNEXURE – I.....	44
CHECK LIST	44
ANNEXURE – II.....	46
DECLARATION OF ACCEPTANCE OF TERMS & CONDITIONS OF THE RFP	46
ANNEXURE – III	47
BIDDER’S PROFILE & BID FORM	47
ANNEXURE – IV	49
TECHNICAL CAPACITY OF THE APPLICANT	49
ANNEXURE – V	50
FORMAT OF LICENSE AGREEMENT.....	50
ANNEXURE-VI.....	53
FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF APPLICATION	53
ANNEXURE-VII	55
FORMAT OF FINANCIAL BID / BOQ.....	55
ANNEXURE – VIII	57
FORMAT OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT / BID SECURITY	57
ANNEXURE-IX.....	60
FORMAT OF BANK GUARANTEE FOR PERFORMANCE SECURITY DEPOSIT	60
ANNEXURE-X	62
FORMAT OF BANK GUARANTEE FOR INSTALLATION SECURITY DEPOSIT.....	62
ANNEXURE-XI.....	64
HANDING OVER / TAKING OVER NOTE OF TRAINS FROM DEPOTS	64
ANNEXURE-XII	65

RFP FOR LICENSING OF EXCLUSIVE ADVERTISEMENT RIGHTS INSIDE JAIPUR METRO TRAINS OF PHASE 1



FINANCIAL CAPACITY OF THE APPLICANT	65
ANNEXURE-XIII	66
CALCULATION SHEET OF AVAILABILITY OF SPACE OF INDOOR ADVERTISEMENT INSIDE METRO TRAIN	66
APPENDIX TO ANNEXURE-XIII	67
DRAWING FOR LOCATION OF ADVERTISEMENT PANELS IN DT & M CAR OF RS08 TRAINS	67

DISCLAIMER

This RFP is neither an agreement nor an offer by the Corporation to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Bids pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Corporation in relation to the Work. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Corporation, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

The Corporation, its employees and advisers make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.

The Corporation also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon the statements contained in this RFP. The Corporation may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP. The issue of this RFP does not imply that the Corporation is bound to select a Bidder or to appoint the Selected Bidder, as the case may be, for the Work and the Corporation reserves the right to reject all or any of the Bids without assigning any reasons whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Corporation or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Corporation shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Selection Process.

1. NOTICE INVITING BIDS

1.1 INTRODUCTION

- i. Jaipur Metro Rail Corporation Limited (JMRC) is a Government of Rajasthan Undertaking, incorporated under the Companies Act, 1956, having its registered office at Khanij Bhawan, Behind Udyog Bhawan, Tilak Marg, C-Scheme, Jaipur (Rajasthan)-302005.
- ii. JMRC has started its commercial operations on its first line from Mansarovar to Chandpole (Phase 1A) from 3rd June, 2015, with the mission of providing a safe, green, comfortable and fast mass rapid urban transit system to the capital city of Rajasthan.
- iii. Phase 1A is of 9.6 kms. in length, with eight elevated and one underground station, at approximately one km intervals. Phase 1B, a 2.4 Km stretch from Chandpole to Bari Chopar (underground), is under construction at present. Jaipur Metro has 10 metro trains running between Mansarovar metro station to Chandpole metro station. Soon after operationalisation of Phase 1B, the same trains will run between Mansarovar to Bari Chopar.
- iv. It is part of JMRC's corporate vision to develop metro stations as transit hubs for commuters which can meet many of their regular needs, through leasing out station retail space to different sectors. JMRC is planning various activities on its corridor including Retail leasing, advertisement, etc., for exploring various sources of non-fare revenue.
- v. As part of this, Jaipur Metro Rail Corporation (JMRC) invites online Bids in two Packet System, from reputed, established and financially sound Agencies for grant of License for Exclusive Advertisement Rights to display advertisements on pre-designed advertisement panels already earmarked on wall inside Jaipur Metro Trains operating on Phase 1 through an open competitive bidding process, for a period of 3 years, in accordance with terms and conditions set forth in this RFP document.

1.1 SCHEDULE AND DATES TO THE INVITATION OF RFP

S. No.	Item	Particulars
i.	Date of Issue of RFP	03.10.2016
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) (Refer Clause 3.6 i)	Rs. 1000 (Rupees One Thousand Only)
iv.	e-tender Processing Fee (Non-Refundable) (Refer Clause 3.6 ii)	Rs. 500 (Rupees Five Hundred Only)
v.	Estimated Annual Contract Amount for First Year of contract	Rs. 12,96,000 (Rupees Twelve Lacs Ninty Six Thousand Only)

RFP FOR LICENSING OF EXCLUSIVE ADVERTISEMENT RIGHTS INSIDE JAIPUR METRO TRAINS OF PHASE 1



S. No.	Item	Particulars
vi.	Estimated Total Contract Amount for Three Years with escalation @ 6% compounded annually	Rs. 41,25,947 (Rupees Forty One Lacs Twenty Five Thousand Nine Hundred Forty Seven Only)
vii.	Earnest Money Deposit (EMD)/ Bid Security	Rs. 6,500 (Rupees Six Thousand Five Hundred only) As per details provided in Clause 3.7 of the RFP Document
viii.	RFP Download Start Date	04.10.2016 (1700 Hrs.)
ix.	Start time and date of submitting queries / seeking clarification	04.10.2016 (1700 Hrs.)
x.	Pre-bid Conference*	13.10.2016 (1100 Hrs.) at JMRC Board Room, 3 rd Floor, Khanij Bhawan, Tilak Marg, C-Scheme, Jaipur
xi.	Last time and date of submitting queries / seeking clarification*	17.10.2016 (1700 Hrs.)
xii.	Last Date for Replies to Queries by JMRC*	20.10.2016
xiii.	Online Bid submission Start Date / Time	21.10.2016 (1000 Hrs.)
xiv.	Last time and date of downloading of Bid Document including clarifications/ amendments, if any.	07.11.2016 (1100 Hrs.)
xv.	Last time and date for online Bid submission	07.11.2016 (1400 Hrs.)
xvi.	Physical submission of original DD / BC / BG for Tender fee, EMD / Bid Security and e-tender Processing Fee in JMRC office (Refer Clause 3.8 iv)	Up to 07.11.2016 (1600 Hrs.)
xvii.	Time and date for opening of Technical Bid	08.11.2016 (1130 Hrs.) (at JMRC Board Room, 3 rd Floor, Khanij Bhawan, Tilak Marg, C-Scheme, Jaipur)
xviii.	Time and date 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)
xix.	Website for Online Bid Submission	https://eproc.rajasthan.gov.in
xx.	Bid Validity	90 days from the last date of submission of the Bid.
xxi.	Duration of Contract	Three (3) 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 in presence of Bidders or their authorized representative who chooses to attend. In the event of the date specified for bid receipt and opening being declared as a government holiday, the due date for opening of bids will be the next working day at the same time and

place or on any other day/time, as intimated by the JMRC.

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

*JGM(Revenue), JMRC,
2nd Floor, RSIC Wing, Udyog Bhawan,
Tilak Marg, C-Scheme, Jaipur-302005.
Tel. No.0141- 5192428, 7728895114,
Email: jgmrev@jaipurmetrorail.in*

1.2 ELIGIBILITY CRITERION OF BIDDERS

S. No.	Eligibility Criteria	Documents required to substantiate the same
i.	The Bidder should be: <ul style="list-style-type: none"> a. A proprietorship firm, or b. A partnership registered under the Indian Partnership Act, 1882 or the Limited Liability Partnership Act, or c. A company incorporated under the Companies Act, 1956 and should be in existence since last three financial years excluding the current financial year, i.e., should be registered on or before 31.03.2013.	<ul 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)
ii.	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	A self-declared certificate to this effect, signed by authorised signatory of the bidder company/ firm in the Bid profile (Annexure-III).

RFP FOR LICENSING OF EXCLUSIVE ADVERTISEMENT RIGHTS INSIDE JAIPUR METRO TRAINS OF PHASE 1



S. No.	Eligibility Criteria	Documents required to substantiate the same
	years ending 31.03.2016 and during current financial year till date of bid submission, due to non-fulfilment of Contractual obligations.	
iii.	<p>Either the Registered Office or the functional Branch Office of the bidder firm should be located in Jaipur</p> <p align="center">OR</p> <p>the firm should agree to open its functional branch office in Jaipur before issue of NTP.</p>	<p>Registration certificate of office in Jaipur / Running Lease Agreement supported by Current Land Line Telephone / Electricity / Water connection Bill etc in the name of bidder firm for the given address.</p> <p align="center">OR</p> <p>A self-declaration mentioning that firm shall open its office in Jaipur before issue of NTP in the bid profile (Annexure-III).</p>
iv.	<p><u>Turnover:</u> The Bidder should have average annual financial turnover of Rs. 15 Lacs (Rupees Fifteen Lakh) in last three financial years (2013-14, 2014-15 and 2015-16).</p>	<p>Bidder is required to present the data as per Annexure-XII along with supporting documents for last 3 financial years as mentioned below: Audited Profit & Loss A/c and / or audited Balance Sheet showing the required turnover, certified by a Chartered Accountant with stamp and signature</p> <p align="center">OR</p> <p>Income Tax Return (ITR) showing the required turnover, certified by a Chartered Accountant with stamp and signature</p>
v.	<p>The bidder firm should have experience of having successfully completed works of similar nature, i.e., in the field of work of Display Advertising / Publicity/ Media signage with Central and State Government Departments/ Banks/ Public Sector undertakings/ Statutory Local bodies/ reputed Private Companies within India.</p> <p>The bidder firm should have</p>	<p>Bidder is required to submit the details as per Annexure-IV along with supporting documents as mentioned below:</p> <p>Certificate(s)/ document(s) of satisfactory completion / Renewal of the contract / work(s) issued by the authorised signatory of the contract / work awarding agency mentioning:</p>

RFP FOR LICENSING OF EXCLUSIVE ADVERTISEMENT RIGHTS INSIDE JAIPUR METRO TRAINS OF PHASE 1



S. No.	Eligibility Criteria	Documents required to substantiate the same
	<p>satisfactorily and successfully completed similar works contracts (as above) during last three financial years (2013-14, 2014-15 and 2015-16 & in current Financial Year 2016-17 till date of bids submission) should be either of the following:</p> <p>a. Three similar completed contracts each of Contract Value not less than the amount equal to Rs. 17 Lakh.</p> <p align="center"><u>OR</u></p> <p>b. Two similar contracts each of Contract Value not less than the amount equal to Rs. 21 Lakh.</p> <p align="center"><u>OR</u></p> <p>c. One similar contracts each of Contract Value not less than the amount equal to Rs 33 Lakh.</p>	<ol style="list-style-type: none"> 1. Period of the work 2. Amount paid for the work, and 3. Satisfactory completion / Renewal of the work
vi.	<p>Bidder should possess the following documents at the time of bid submission.</p>	<ol style="list-style-type: none"> a. Income Tax Registration (PAN) b. TIN No., if applicable c. Service Tax Registration number

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

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

Executive Director (Corporate Affairs)

2. DEFINITIONS

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

- **“Advertisements” or “Advertising”** means display of any advertisement material including pictures, printed material, electric, electronic media, smart posters, visual display or any other innovative advertising media etc, which are not objectionable or prohibited under various statues, codes, policies etc applicable from time to time.
- **“Agency”** means the successful bidder who has signed Licence Agreement pursuant to this RFP.
- **“Agreement” or “Licence Agreement”** means the Contract / Licence Agreement to be executed between JMRC and Successful Bidder, subsequent to the Letter of Acceptance as per the format at Annexure- V;
- **“Addendum / Amendment”** means any written amendment / addendum / corrigendum to this RFP, from time to time issued by JMRC to the prospective bidders;
- **"Applicant(s)/Bidder(s)"** means interested Bidder(s) submitting a Proposal pursuant to this RFP;
- **“Authority”** means Jaipur Metro Rail Corporation;
- **“Bid”** shall mean a valid, final and binding offer, which includes the Technical Documents and Financial Proposal, EMD and other documents submitted by a Bidder in response to and on the terms and conditions contained in this Bid Document / RFP.
- **“Bid Document”** shall mean this RFP document, including all annexure attached hereto and any addenda issued in accordance with the terms hereof.
- **"Bidder Authorization"** shall mean the authorization to the person signing the bid as per Annexure VI - Power of Attorney in favour of the person signing the bid.
- **“JMRC / JMRCL / Jaipur Metro / Corporation”** means Jaipur Metro Rail Corporation;
- **"Jaipur Metro Phase 1A"** means the Jaipur Metro Phase 1A - Mansarovar-Chandpole metro rail corridor.
- **"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 RFP;
- **"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, registrations and franchises from concerned authorities.
- **"Proposal(s)"** shall mean a valid, final and binding offer comprised of Technical Proposal, Financial Proposal, Earnest Money Deposit and other documents as required under this RFP to be part of the bid/proposal submitted by the respective Bidders, in response to and on the terms and conditions contained in this RFP;
- **“NTP”** means notice to proceed i.e., letter to be given to successful bidder for placing advertisements on pre-designed advertisement panels already earmarked on wall inside Jaipur Metro Trains operating between Nine Metro station of Phase 1A, subsequent to signing of agreement pursuant to this RFP;
- **“RFP”** means this ‘Request for Proposal’ for licensing of exclusive advertisement rights inside Jaipur Metro trains of phase 1;

3. INSTRUCTIONS TO BIDDERS

3.1 GENERAL INSTRUCTIONS

- i. This RFP (Request For Proposal) Document and any addenda thereto, together with any further communications are issued for the purpose of inviting bids only. The Bidder shall not disclose any information contained in the documents or otherwise supplied in connection with this bid invitation to any third party except for the purpose of preparing his Bid. The Bidder shall maintain complete confidentiality till the Contract is awarded. In the event that such confidentiality is breached, the JMRC may reject the Bid.
- ii. The Bidders are advised to explicitly read this RFP document, addendum /corrigendum /clarification issued, if any, as available on state e-procurement website <https://eproc.rajasthan.gov.in>, Corporation's website <https://www.jaipurmetrorail.in> & 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 lease & all other terms & conditions mentioned in the RFP, GCC & SHE Manual.
- iii. Each Bidder will be deemed to have inspected the sites, the surroundings and inspected all necessary documentation and made all inquiries, prior to participating in the bid process. The space is being offered on "as is where is basis". The Bidder will have to satisfy himself \ herself \ themselves that the space is suitable for providing services as per the terms of this RFP.
- iv. If any change / addition / deletion is made by the Bidder in the RFP document and if the same is detected at any stage even after the award of the Contract / execution of license agreement, full Earnest Money Deposit / Security Deposit will be forfeited and the contract will be terminated at the risk and cost of the Bidder / Licensee.
- v. Alterations or overwriting, if any, should be avoided. However, if there are any, should be legible and signed by the bidder alongside such alterations or overwriting. However, whitener should not be used for any alterations.
- vi. Bids received after the last 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 RFP Document and in that case all rights and obligations of JMRC and the Bidders previously subject to the original deadline shall thereafter be

subject to the deadline as extended.

- x. The Bidder will be bound by the details furnished by it to JMRC while submitting the Bid or at subsequent stage. In case any of such documents furnished by it is found to be false at any stage, it would be deemed to be a breach of terms of contract making it liable for legal action besides termination of License.
- xi. JMRC may at its sole discretion and at any time during the processing of Bid, disqualify any bidder from the Bidding process if the bidder has :–
 - a. Submitted the Bid after the prescribed date and time of submission of bids.
 - b. Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements.
 - c. 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.
 - d. Submitted Bid document, which is not accompanied by required documentation and Earnest Money Deposit (EMD) is non-responsive.
 - e. Failed to provide clarifications related thereto, when sought.
 - f. 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 1.1 of the RFP.
- xvii. The Bid and all related correspondence and documents in relation to the Bidding Process shall be in English language. Supporting documents and printed literature furnished by the Bidder may be in any other language provided that they are accompanied by translations of all the pertinent passages in the English language, duly authenticated and certified by the Bidder. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail.
- xviii. The JMRC reserves the right to verify all statements, information and documents submitted by the Bidder in response to the Bid Document. Any such verification or lack of such verification by the JMRC shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the JMRC there under.

3.2 DUE DILIGENCE BY BIDDER

- i. The Bidders are required to examine carefully all the contents of the RFP Document including instructions, conditions, forms, terms, specifications and take them fully into account before submitting the Bid. Failure to comply with the requirement(s) of RFP Document will be at the Bidder's own risk & responsibility.
- ii. Bidders are advised to 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 on pre-designed available advertisement panels 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.

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 RFP and bid process, a pre-bid conference has been arranged as per the schedule indicated in the Clause "Notice Inviting Bids" (Clause 1.1).
- ii. Bidders are advised to visit the stations and Metro Trains 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 post conference queries regarding this RFP, the following officer of JMRC may be contacted:

*JGM (Revenue), JMRC,
2nd Floor, RSIC Wing, Udyog Bhawan,
Tilak Marg, C-Scheme, Jaipur-302005.
Tel. No.0141- 5192428, 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. Requests for clarifications shall be furnished in the following format:

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

3.5 DETAILS OF AVAILABLE ADVERTISEMENT SPACE(S) AND ESTIMATED MONTHLY LICENSE FEE

- i. Tentative details of pre-designed available panels for advertisements on wall inside metro trains and calculation of available space is described in Annexure-XIII & summarised in the table below:

Make of Trains	No of Trains	Tentative Space in each train (Sq. Ft.)	Tentative Total Space (Sq. Ft.)	Space Reserved for JMRC (Sq. Ft.)	Net minimum available space (Sq. Ft.)
[A]	[B]	[C]	[D]	[E]	[F]= [D] – [E]
BEML (Standard Guage)	10	217.3	2173	233 (23.3 sq. Ft. Per train)	1940

- ii. The Base Rate for License fee is estimated to Rs. 10800 (Rupees Ten Thousand Eight Hundred only) per Train per month. Bidders will have to quote license fee in terms of percentage above or below of the Base Rate. Total estimated license fee for first year is Rs. 12,96,000 for all the ten trains on the basis of Base Rate per train per month for net minimum available space as per column [F] in the above table.
- iii. The Licensee shall be liable to pay the license fee for all the ten trains for minimum space available for advertisement to Jaipur Metro Rail Corporation Limited (JMRC), even if no advertisement is displayed in that month.

Note:

The successful bidder, on his own cost, shall make available printed advertisement for the spaces reserved for JMRC in each train as per column [E] of the table above (non illuminated and non digital) initially. The contents of these advertisements are to be identified and approved by JMRC. However, further changes in the content will be done by JMRC at its own cost whenever required.

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. 1,000 (Rs. One Thousand only) shall be paid in the form of Demand Draft/ Bankers Cheque of Scheduled Bank drawn **in favour of ‘Jaipur Metro Rail Corporation Ltd.’, payable at Jaipur**. The Tender fee is non-refundable.
- ii. In addition, **E-tender processing fee** Rs. 500 (Rs. Five Hundred 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**. E-tender processing fee is non-refundable.
- 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. 6,500 (Rupees Six Thousand Five Hundred only) in the form of Demand Draft/ Bankers Cheque on any Scheduled Bank drawn **in favour of Jaipur Metro Rail Corporation Ltd., payable at Jaipur**, shall form part of the bid. The EMD can also be deposited in the form of Bank Guarantee (**valid up to 120 days from the Last date of Bid submission**) in the format enclosed at Annexure-VIII drawn on any Scheduled Bank in favour of Jaipur Metro Rail Corporation Ltd., payable at Jaipur.
- ii. The Bid Security / Earnest Money shall be deposited in JMRC office in the manner as prescribed in Clause 3.8 (iv).
- iii. Any Bid not accompanied by valid Bid Security / Earnest Money in acceptable form will be liable to be treated as being non-responsive & shall be summarily rejected.
- iv. The Bid Security /Earnest Money Deposit shall be forfeited in the following cases:
 - a. when the bidder withdraws or modifies its bid after opening of bids;
 - b. when the bidder does not execute the agreement, if any, after placement of supply / work order within the specified period;
 - c. when the bidder fails to commence the supply of the goods or service or execute work as per supply / work order within the time specified;
 - d. when the bidder does not deposit the performance security within specified period after the supply / work order is placed; and
 - e. if the bidder breaches any provision of code of integrity prescribed for bidders specified in the RTPP Act and Chapter VI of the RTPP Rules.The decision of JMRC in this respect shall be final and binding.
- v. The Bid Security / Earnest Money of successful Bidder may be adjusted against Performance Security Deposit or shall be refunded after deposition of the full Performance Security Deposit, as the case may be.
- vi. The Bid Security / Earnest Money shall be returned promptly after the earliest of the following events, namely:
 - a. the expiry of validity of bid security;
 - b. the execution of license agreement and full performance security is furnished by the successful bidder;
 - c. the cancellation of the procurement process; or
 - d. the withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.

- vii. If the successful Bidder fails to deposit the required security deposit(s) or to execute the agreement within the specified period without any valid reasons, such failure will be treated as a breach of the terms and conditions of the tender and will result in forfeiture of the Earnest Money, in part or in full, at the discretion of Jaipur Metro Rail Corporation Limited (JMRC).
- viii. The EMD of unsuccessful Bidders will be refunded / returned within 30 days after signing of the License Agreement with the successful Bidder or after the expiry of the validity of the offer (unless extended), whichever is earlier. No interest shall be paid on the EMD.

3.8 SUBMISSION OF PROPOSAL

- i. Submission of bids through online process is mandatory for this Tender. Bids sent by Post, FAX or e-mail or presented in person will not be considered.
- ii. The Bidder should get itself registered on procurement portal (<https://eproc.rajasthan.gov.in>) and create users and assign roles on this portal. Further to this, bidder shall download Notice Inviting Bids (NIB) and copy of RFP from this site. The complete bid document can also be seen on Corporation's website <https://www.jaipurmetrorail.in> and state procurement portal www.sppp.rajasthan.gov.in.
- iii. To participate in online bidding process, Bidders must procure a **Digital Signature Certificate (class 2 / class 3 category) as per Information Technology Act-2000** using which they can digitally sign their electronic bids. Bidders can procure the same from any licensed Certifying Authority for e-tender portal. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC. This DSC will be used to sign the bids submitted online by the bidder. Unsigned bids shall not be entertained and be summarily rejected.
- iv. Bidder (authorised signatory) shall submit their offer on-line in Electronic formats both for technical and financial bid. The technical bid should also contain scanned copy of DD / Bankers Cheque for Tender Fee & e-tender Processing Fee and scanned copy of DD / Bankers Cheque / Bank Guarantee for EMD. In addition to this, DD / Bankers Cheque / BG for Tender Fee, e-tender Processing Fee and EMD must be submitted physically at the following address of JMRC **with a covering letter mentioning therein the details & name of the RFP**, by the scheduled date and time as per NIB Clause 1.1 xvi.

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

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

- v. JMRC will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload the complete bid well advance in time so as to avoid last minute issues like slow speed; choking of web site due to heavy load or any other unforeseen problems.
- vi. Utmost care must be taken to name the files /documents to be uploaded on portal. There should not be any special character or space in the name of file, only underscores are permissible.
- vii. A single-stage two 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/BG with annexures of RFP duly filled in support of eligibility, EMD, tender fee and e-tender processing fee. **Apart from being digitally signed, all the documents should be physically signed and stamped on each page by the authorised representative of the bidder.**

All the applicable Annexures 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-VII.

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

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

Note: Rate quoted should be all inclusive for carrying out activities as detailed in the scope of license. It is to be noted that Service Tax 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 1.1 (Notice Inviting Bids) of this RFP in the presence of Bidders or their authorized representatives who choose to attend the opening of Bid. The bidders or their authorized representatives who are present to witness the Bid opening shall sign a attendance sheet / register evidencing their attendance as a witness to the Bids opening process. In the event of the specified date of Bid opening being declared a holiday, the Bids will be opened on the next working day at the same time and place or on any other day/time, as intimated by the JMRC.
- ii. Only Technical Bids will be opened first and evaluated as per the eligibility criteria set forth in this RFP document.
- iii. Financial Bids will remain unopened until the time of opening of the Financial Bids.
- iv. The Financial Bids of only those Bidders who clear Technical evaluation stage will be opened & evaluated. The 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 evaluation shall be done as per percentage above or below quoted by bidder in Column No. 6 of Financial Bid / BOQ. Out of these, the bidder whose quote in percentage is highest will be finally selected and adjudged as the successful Bidder.
- vii. In case two or more responsive Bidders have quoted the same rate of License fee (in terms of percentage above or below), 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 RFP 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' along with Security Deposits as below:
 - a. **Performance Security Deposit** equal to 5% of the accepted annual License Fee amount applicable for the 1st year of License, in the form of Bank Guarantee (Annexure-IX) 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 Agency under the Contract against an event of default by the Agency and/or any Material Breach of its obligations there under. The Performance Security Deposit shall be refunded after adjustment of outstanding dues, if any, made in accordance with this contract, to the bidder on his application within one month after the site is handed over to JMRC at the end of full term of License period.
 - b. **Installation Security** of Rs **1,00,000 (Rupees One Lakh only)** in the form of

Bank Guarantee (Annexure-X) from any scheduled bank in favour of Jaipur Metro Rail Corporation Ltd., which shall be returned without any interest, after completion of initial installation of advertisements on pre-designed available advertisement panels or after 6 months from the date of issue of NTP, whichever is later, after adjusting the cost of damages to JMRC properties, if any. 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 Agency. **The Installation Security Deposit shall be kept valid for a period of 1 year (one year) from the date of Issue of Letter of Acceptance.** In case of delay in installation, agency will have to extend the validity of Installation Security for a period as per JMRC.

- iii. The Performance Security Deposit and Installation Security Deposit can also be deposited in the form of DD/ Banker's Cheque of scheduled bank drawn in the favour of Jaipur Metro Rail Corporation, payable at Jaipur.
- iv. The Security Deposits shall not carry any interest during the tenure of the License.
- v. Subsequent to acknowledgement of 'LOA' by the Successful bidder as above, and deposition of Performance Security Deposit & Installation Security Deposit, a demand for deposit of first quarter license fee shall be raised by JMRC.
- vi. **License Agreement** on a non-judicial stamp paper of appropriate value as per Stamp Act, as per format at Annexure -V shall be executed between the Successful Bidder and JMRC within 20 days of issue of demand. The original copy of the Agreement shall be retained by JMRC and the copy shall remain with Agency.
- vii. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the License Agreement.
- viii. Till the signing of the License Agreement, the LoA shall form a binding contractual agreement between JMRC and the Successful Bidder(s) as per terms of this RFP.
- ix. The cost of Stamp Duty for execution of License Agreement and any other related Legal Documentation charges / incidental charges shall be borne by the successful Bidder.
- 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 panel surcharge as per following:

Working Days from date of issue of LoA	Rate of penal charges to be submitted in form of DD / Bankers cheque (Non-refundable)
Up to 10 days	Nil
11 th day to 15 th day	Rs. 1000 per day
16 th day to 21 st day	Rs. 2000 per day

- xii. JMRC shall have the right to invoke and appropriate the proceeds of the Security Deposits in whole or in part, without notice to the Agency in the event of breach of this Agreement or for recovery of liquidated damages or penalties.
- xiii. The Performance Security Deposit shall be refunded after adjustment of outstanding dues, if any, made in accordance with this contract, to the bidder on his application within one month after at the end of full term of License period.
- xiv. 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 agency or any person working on behalf of the licensee.
 - d. Any other outstanding JMRC's dues / claims, which remain outstanding after completing the course of action as per this License Agreement.

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 all the ten trains.
- ii. Maximum two trains shall be handed over at a time to the licensee for fixing of advertisements.
- iii. Fixing, fitment and maintenance of the advertisement items in 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 JMRC 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 JMRC 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 free grace period of 30 (thirty) days from the date of issue of NTP for deployment of advertisements on pre-designed advertisement available panels at planned spaces.
- 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 pre-designed advertisement available panels already earmarked on wall inside Jaipur Metro Trains, subject to the terms and conditions specified in this RFP and subject to approval of JMRC.
- ii. At no stage, installed advertisement panels shall be left vacant. In intervening time, when license is not fully utilized, all the advertisement spaces should present a pleasant & aesthetic view of the trains and no space shall bear a barren, deserted & shabby look.
- iii. If the licensee is not able to utilize proposed advertisement spaces, it will bound to display JMRC message(s) on vacant panels for which write up shall be provided by JMRC. However, advertiser will be permitted to mention their contact details on the same.
- iv. Only Licensee or the person authorised by the licensee paying the License fee regularly and adhering to its obligations under the terms and conditions of this RFP and the consequential License Agreement shall be allowed to place advertisements during the License period.
- v. The Licensee will have the right to place advertisement inside the metro trains only at the earmarked spaces.
- vi. The licensee will sell display spaces of pre-designed advertisement available panels in open market on its determined rates without any restrictions from JMRC.
- vii. The licensee will not have any right of any other mode of advertisement at any place inside / outside metro premise except these advertisement rights inside metro trains. The licensee shall also have no advertisement rights outside the metro coaches / train under this contract. JMRC shall have rights to award such rights to any other agency through separate contracts.
- viii. The license granted under this RFP is valid for award of advertisement rights for existing Ten Jaipur metro trains only.
- ix. At present advertisements on floor and strap hangers are not permissible under this license.
- x. There are additional stations under construction on extended section of the existing operational line of Phase 1A and likely to be commissioned & put under operation during the tenure of this license agreement. The trains extended on these sections / extensions shall also be part of the exclusive advertisement rights awarded to the Licensee under this tender.
- xi. 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.

- xii. After operationalisation of phase 1B or otherwise, the frequency and use of trains per day may decrease or increase as per JMRC requirements. However, all the trains will be in use on rotation basis.

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 Area 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.
- ii. The Licensee shall be solely and primarily responsible to JMRC for observance of all the provisions of this License Agreement on behalf of its employees and representatives and any person acting under or for and on behalf of the Licensee; contractor(s) appointed for the Licensed Space as fully as if they were the acts or defaults of the Licensee, its agents or employees.

4.5 MINIMUM MATERIAL SPECIFICATIONS

- i. Design and material for advertisement inside 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 advertising material should be of fire retardant, low smoke and comply with all Indian and International Standards.
- iii. Licensee shall provide advertisement material conforming to international standards of high quality advertising comparable to Airports and Metro of leading nations.
- iv. A good quality of advertisement material of 3M or M/s LG Hausys make or equivalent/higher specifications may be used.

4.6 FACTORS GOVERNING SELECTION OF PERMISSIBLE ADVERTISEMENTS

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

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

S. No.	Prohibited products / services for advertisement (Negative list)
1.	Obscene or vulgar
2.	Alcoholic products
3.	Tobacco products
4.	Nicotineous substances
5.	Any product/ Service, the sale/ promotion of which is unlawful /illegal or deemed unlawful under the law of the land & guidelines of Metro administration

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

4.7 ELECTRICITY PROVISIONING

Power supply shall not be provided inside the metro trains by JMRC.

4.8 HANDING OVER POSSESSION TO JMRC

- i. The licensee shall remove all the advertisements displayed in the advertisement panels of Jaipur metro trains 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 Agency fails to remove the displayed advertisements within a grace period of 7 days of termination / expiry of the agreement, The Agency 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 Agency, 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.

4.9 OTHER TERMS & CONDITIONS

- i. The GCC (General Conditions of Contract) / SHE Manual (Safety, Health & Environment manual) of JMRC as available on JMRC website *www.jaipurmetrorail.in*, are part to this RFP Process and are applicable as a whole on this RFP process & the pursuant contract agreement. However, wherever the provisions contained in this RFP document are in conflict with the GCC / SHE Manual, the provisions contained in the RFP document shall prevail. Bidders are advised to carefully read the GCC / SHE Manual uploaded on the Corporation website.
- ii. The licensee will ensure safety and security of the advertisement 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.
- iii. 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.
- iv. 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 premise.
- v. The advertising rights for panels will vest with the licensee only. Any persons wishing to advertise in the above mentioned panels will have to deal directly with the licensee and JMRC will have no dealing in this regard. At no time sub-letting of rights for advertisement to other advertising agencies / outdoor agencies, out of home advertising agencies, etc. would be permissible under this agreement.
- vi. This License contract does not entitle Licensee or its representatives to have any free access to the paid / concourse / platform area or to the paid parking area. Entry / Exit in paid area of stations shall be chargeable as per applicable policy through JMRC smart card with ID proof.
- vii. Sub letting of the contract is not permissible. The licensee can only use the advertisement spaces for display of the advertisements of the third party.
- viii. A fine of Rs. 5,000/- per week / 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
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b.	Any staff of the Licensee found creating nuisance on duty.
c.	Improper maintenance & defacement of the Metro Property.
d.	Dishonor of Cheques and Drafts submitted by Licensee to JMRC.
e.	Misbehavior 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

- ix. At present, JMRC is not liable to share its revenue or pay any tax / license fee for advertisements inside JMRC Metro stations with / to local bodies including Jaipur Nagar Nigam, etc. However, if JMRC becomes liable to share revenue or pay any tax / license fee with / to local bodies from advertisements inside Metro Stations 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.
- x. Apart from Municipal /Advertisement Taxes, all other taxes including Service tax & 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.
- xi. 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.
- xii. Licensee shall keep and maintain the advertisement panels in neat and clean condition and in safe & sound manner during the currency of License Agreement all the time of License tenure.
- xiii. Fixing, upkeep, cleaning and maintenance of advertisement on coach wall space shall be the responsibility of the licensee. The licensee will ensure that the advertisement 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.
- xiv. The Licensee shall ensure that proper care is taken under skilled supervision during provisioning / maintenance / replacement of advertisement.
- xv. The Licensee shall ensure that personnel (including outsourced agency 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.
- xvi. 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.

- xvii. The Agency 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.
- xviii. 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).
- xix. The advertisement panels should be installed 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.
- xx. JMRC shall not be responsible in any way for loss or damage by any means caused to the Licensee's equipments / advertisement panels etc.
- xxi. 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.
- xxii. 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.
- xxiii. The advertisement space will be handed over by JMRC on "as is where is" basis. That the Agency will have to make panels, frames fixtures etc. as per requirements. The Agency shall install its own fixtures and equipment in the said premises after duly obtaining all necessary approvals from JMRC, permissions and licenses from Statutory/ Authorities of its own cost and expense.
- xxiv. Agency should ensure that all electrical wiring, power outlets and gadgets are used and maintained properly, for guarding against short circuits/fires. The licensee should also ensure that all notified statutory provisions and standards are observed in this regard.
- xxv. JMRC reserves the right of refusal for installation of the display equipment if it is of the opinion that the Agency's equipment will interfere with the station installations.

- xxvi. In case of any damage to JMRC property during installation, for actual costs whatsoever for restoration to its original position will be recovered from Installation Security deposit & Performance Security deposit of the Agency and same will not be challenged in whatever manner.
- xxvii. Any damage to JMRC assets during execution and operation of this contract, shall be the responsibility of the agency and shall be rectified by the agency at its own cost on top priority with intimation to Jaipur Metro. Failure to comply the same in reasonable time may attract penalty to agency @ 10 times of the maintenance cost or more as assessed by JMRC as per site condition.
- xxviii. Activities by agency during execution and maintenance of this contract may harm or cause accident to public and commuters of Jaipur Metro, it will be the sole liability of the agency. The Licensee shall indemnify JMRC from / against any claims in such incidence.
- xxix. 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 carrying out the instructions of the authorised personnel of JMRC will be borne solely by the licensee.
- xxx. 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 bonafide use and in connection with fulfilment of the other terms and conditions of the License agreement. If any fixture or utility relating to operation of metro rail is running through the area 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.
- xxxi. 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.
- xxxii. 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 wilful 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.
- xxxiii. Licensee shall submit to JMRC the quarterly statement of approved area as well as actual area utilized for advertisement at each station for each category, after due

certification from the concerned Station Manager or their authorized representative. If the actual area utilized for advertisement at any station is found to be more than the approved area, the license fee shall be charged for actual area utilized for that rate structure at double the normal rate for whole month.

- xxxiv. The Agency is not allowed to use the site for sale of products or services.
- xxxv. Agency 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 Agency will be the sole responsibility of the Agency only and JMRC will have no legal obligations or liability towards the injured.
- xxxvi. That the agency 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.
- xxxvii. The-said premises, which have been handed over to the Agency under this agreement shall be kept in good condition and maintained properly by the Agency at their own cost. If the properly is not handed over in good condition as required under this agreement, JMRC reserves the right to seek exemplary damages and indemnification.
- xxxviii. The AGENCY will be allowed to carry out any alterations or renovations within the demarcated space but without in any way altering or damaging the main/shell structure of the said premises. The AGENCY to take prior written approval from JMRC through a written notice prior to commencement of any alteration works and if necessary JMRC reserves the right to ask for and review the renovation plan/drawings before providing consent.
- xxxix. Licensee shall not have any claim for compensation or damages, in case of delay in handing over advertisement spaces on any trains to licensee.

4.10 DURATION OF LICENSE PERIOD / AGREEMENT

- i. The tenure of the exclusive advertisement rights through license agreement as prescribed in this RFP will be for 3 years (three years) **from the date of 31st day of issue of NTP or from the date of start of licensee fee, whichever is earlier** except that the agreement may also be terminated earlier in accordance with the terms of this RFP.
- ii. There will be an initial lock-in period of 2 years (two years) for the Licensee before which it cannot surrender the licence failing which its security deposits and advance lease rent shall be taken over (forfeited) by JMRC.

4.11 VARIATION IN THE ADVERTISEMENT SPACE

- i. JMRC may, if deemed necessary by it in its sole discretion, withdraw any of the advertisement location for any requirement from any of the train (s) for the safety of the passengers and smooth functioning of the metro operations, or for any other reasons. 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
- ii. In case, JMRC is not able to provide advertisement space in any Jaipur metro train in any month, it shall reduce the license fee proportionately.

4.12 STATUTORY OBLIGATIONS / INDEMNITY AND INSURANCE

- i. The Licensee shall indemnify JMRC from / against any claims made or damages suffered by JMRC by reason of any default on the part of the Licensee in the due observance and performance of the provisions of any law which may be related to the purpose of this Agreement and to the area in which 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 Agency agrees and undertakes to indemnify and hold JMRC harmless against any and all liabilities, losses, damages, claims, expenses suffered by JMRC as a result of such default by the Agency.

- vii. The advertisement(s) on advertisement panels in metro trains (except those installed by JMRC) shall conform to every applicable requirement of law or duly constituted authority or the requirements of the carriers of all insurance on or relating to the Licensed premises. The Agency at its sole risk and expense, shall at all times during the term thereof promptly comply with all such requirements. The Agency shall comply with all applicable statutes, ordinances, rules and regulations of central, state governments, municipal bodies and all applicable rules and also regulations of the Rajasthan Fire department. The Agency shall also comply with all rules and regulations under the Metro Railways (Construction of Works) Act, 1978 and Metro Railways (Operation and Maintenance) Act, 2002 and also to instructions issued from time to time from the office of Director (Corporate Affairs) JMRC. Non-compliance with rules / regulations / notices and laws may be treated as breach of contract and may lead to cancellation of contract and forfeiture of performance security deposit and other payments.
- viii. Any type of statutory taxes applicable on services under this tender process (either in force at present or may be applicable in future by a competent order / notification) will be borne by the selected bidder and the Corporation would not make any payment on this account. In case, the selected bidder fails to comply with any statutory / taxation liability under appropriate law, and as a result thereof the JMRC is put to any loss / obligation, monetary or otherwise, the JMRC will deduct the same from the Security Deposit of the selected bidder, to the extent of the loss or obligation in monetary terms and licensee shall reimburse the security deposit to that extent **within 30 days of such debit by JMRC.**
- ix. Obligation for adhering to statutory norms and regulations laid down by any other Statutory Body of Central / State Government in connection with advertisements shall be vested in the Licensee. The successful Bidder will also be required to take, prior approval from all the relevant authorities as per the applicable laws of the land for operation of business. If any fine / penalty is imposed on JMRC due to non availability of any such approval(s), the same shall be recovered from the security deposit of the licensee and licensee shall reimburse the security deposit to that extent **within 30 days of such debit by JMRC.**
- x. The licensee must strictly comply with all the provisions of The EPF Act 1952, The ESI Act, Minimum Wages Act 1948, Labour Laws & regulation in force including but not limited to the Contract Labour (Regulation & Abolition) Act-1976 including any subsequent amendment thereof and the rules made there under as per prevalent Government orders and ensure timely payment under these Acts. Failure to comply these acts shall attract penalty as per provisions. Licensee shall indemnify JMRC for any loss and damages suffered due to violation of its provision.
- 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.

4.13 PAYMENT TERMS OF LICENSE FEE

- i. The successful bidder shall pay the quarterly license fee to JMRC, for first year at the rate quoted in the Financial Bid / BOQ and approved by JMRC. The rate of annual increment of license fees shall be @6 % per annum on annual compounding basis. Therefore Quarterly license fee for subsequent years shall be payable by the successful bidder on the rates compounding accordingly.
- ii. The successful bidder shall be liable to pay agreed license fee for all the ten trains handed over, as per Clause 3.5.
- 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.

However, if successful bidder wants to commission services working or wants to put even a single advertisement panels before expiry of 30 days, the Licensee may be permitted to do so subject to the payment of License Fee and other recurring charges becoming due for all the trains from the day of commissioning.

- iv. The License fee for the first quarter including all other recurring charges shall be paid within 30 days of issue of Letter of Acceptance (LoA).
- v. If the initial rent 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 (quarter according to financial year) shall be calculated on a pro-rata basis.
- 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 formal invoice from JMRC.**
- vii. For each train, in case of delay in payment of License Fee interest @ 2% per month will be calculated on the outstanding amount for delay less than 7 days and @ 3% per month for entire period in case of delay of more than 7 days.

- viii. Any delay in payment beyond 7 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 License Fee etc., Licensee is liable to pay necessary Service Tax 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 payment is not made by due date, a 7 day notice to remind to clear outstanding dues shall be issued with a caution notice that in the event of failure to clear all the dues with interest, a termination notice shall be served within 15 days from the due date to the Licensee, for payment of all dues.
- xii. Any representation or any request by the Licensee shall only be entertained if the Licensee deposits 100% dues as per issue / demand within 7 days of issue of termination notice with applicable interest. No opportunity of any kind will be given in the matter after expiry of termination notice and the contract shall be liable to be terminated.
- xiii. The licensee shall vacate the leased space by taking away all his articles and hand over the leased space to authorised officer of JMRC before last date of termination notice otherwise JMRC shall have the right to seize these material. Unauthorized occupancy charges will be levied after 15 days Grace Period from the date of termination order.
- 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.

4.14 SUSPENSION OF LICENSE

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

4.15 BREACH OF CONTRACT / LICENSE AGREEMENT

- i. The Licensee shall abide by the terms and conditions of this RFP and the consequent License Agreement. JMRC shall have the right to claim reimbursement of any cost that it may incur due to the breach of any terms and conditions by the Licensee, and may additionally impose justifiable penalty upon the Licensee, which shall not necessarily be limited to the amount of Security Deposit. JMRC shall also have the right to rescind or terminate the Contract / License Agreement (in full or part) in the event of such breach.
- ii. Any notice required to be served on the Licensee under this agreement shall be deemed to be served if delivered at the Licensee's address or sent by Registered post /speed post to the Licensee. Similarly, any notice to be given to JMRC under this agreement shall be deemed to have been served if at or sent by Registered post to JMRC. The period of notice given under this Agreement will 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.

4.16 TERMINATION OF CONTRACT AGREEMENT

- i. JMRC reserves the right to terminate the Agreement by giving **3 (Three) months advance notice** in writing to the Agency, without assigning any reason thereof. During the notice period Agency will continue to provide its services. On the termination of the contract, the Agency shall pay license fee to the JMRC for the notice period. In this instance, the advance performance security deposit and advance license fee deposited with JMRC shall be refunded after adjusting the dues, if any.
- ii. The Agency shall have the right to terminate the Agreement during the term by giving **3 (Three) months advance notice** in writing of his / her / their intentions after initial lock-in period of 2 years. In such cases, the advance performance security deposit shall be refunded after payment of the license fee dues, if any.
- iii. In case, Agency wants to give notice for termination of the license agreement within initial lock-in period of 2 years, the licensee shall give **4 months prior intimation** to JMRC before completion of defined lock-in period. e.g. (In case lock-in period is of 2 years, prior intimation will be given after 1 year & 8 month). In such a case, the advance performance security deposit shall be refunded after payment of the license fee dues, if any. On expiry of the said period the agreement shall stand terminated.

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

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 4 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 4 months (notice period) and outstanding dues, if any.

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, other than the performance security deposit and advance quarterly License Fee, will be released to the Agency.

- iv. 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 property. JMRC shall be free to dispose-off the property / goods in whatsoever manner as it deems fit. Licensee shall have no claim for compensation or consideration / damages.
- v. Notwithstanding any other rights and remedies provided elsewhere in the Agreement, on termination of this Contract:
 - a. Neither party will represent the other party in any of its dealings. Either party shall not intentionally or otherwise commit any act(s) as would keep a third party to believe that the other party is still providing services as provided under this Contract.
 - b. Both the parties will settle, within seven working days of Termination of this Contract all the outstanding dues of the other party save and except the dues under dispute.
 - c. Each party shall not use each other’s name, trademark, brand name, logo, etc. in any audio or visual form after termination of this Contract.
 - d. The expiration or termination of the Contract for any reason whatsoever shall not affect any obligation of either party having accrued under the Agreement prior to the expiration or termination of the Contract and such expiration or termination shall be without prejudice to any liabilities of either party to the other party existing at the date of expiration or termination of the Contract.

4.17 PROHIBITED PRACTICES

- i. The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Authority shall reserve the right not to award Contracts to such Bidder or to cancel the Contracts, if already awarded without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively “**Prohibited Practices**”) in the Selection Process. In such an event, the Authority

shall, without prejudice to its any other rights or remedies, forfeit and appropriate the EMD and the Security Deposit, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Bidder's Bid.

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

4.18 CONCILIATION, ARBITRATION & JURISDICTION

- i. In the event of dispute or difference arising between JMRC and the Agency out of or in relation to this "License Agreement" and so notified in writing by either Party to the other (the "Dispute"), the same shall be discussed in the first instance between the representatives of the Agency and 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 Authorised signatory of the other party within 21 days of arising of such a claim. If the issue is not resolved within 30 days of receipt of the claim by the respondent party, the aggrieved party shall refer the claim for Arbitration to Managing Director (MD) of JMRC within 10 days after the passage of this time. The MD, JMRC would appoint the Sole Arbitrator. However, failing to any agreement on the appointment of sole arbitrator, three arbitrators shall be appointed with each party shall appoint one arbitrator, and the two appointed arbitrators shall appoint the third arbitrator who shall act as the presiding arbitrator. The decision of the arbitrator(s) 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.

4.19 FORCE MAJEURE

- i. Delay in performance or non-performance of any obligation contained herein shall be excused to the extent such failure or non-performance is caused by force majeure.
- ii. For purposes of this Bid and License Agreement(s) to be signed in pursuance of this Bid process, 'force majeure' shall mean any cause or event preventing performance of an obligation under this Bid or License Agreement(s) under this Bid, which is beyond the reasonable control of either party hereto, and which by the exercise of due diligence, could not have been avoided or overcome, including fire, flood, sabotage, shipwreck, embargo, explosion, terrorist attack, labour trouble, accident, riot, acts of governmental authority (including acts based on laws or regulations now in existence as well as those enacted in the future), acts of God.
- iii. In the event of the Force-Majeure condition(s), either party shall have the option to cancel the contract for the reason of any or all of the Force-Majeure condition(s) notified as above. Further, the Authority shall not be liable to pay to the Bidder, any compensation towards financial implications arising due to Force Majeure.
- iv. As soon as practicable and in any case within 7 days of the date of occurrence of a Force Majeure Event or the date of knowledge thereof, the affected party shall notify other Parties of the same, setting out the details of such Force Majeure Event.
- v. Upon the occurrence of any Force Majeure Event, the following shall apply:

- a) The Parties shall bear their respective costs and no Party shall be required to pay to the other Party any costs arising out of such Force Majeure Event.
- b) The Agency will not be liable to pay the Default Charges for the period for which the Force Majeure events persist.
- vi. Upon the cessation of any Force Majeure Event, the Parties shall immediately resume their respective obligations.
- vii. It is expressly agreed that Agencies ability to provide services to a third party at a more advantageous price or Agency's economic hardship shall not constitute a force majeure event.

ANNEXURE – I

CHECK LIST

ENVELOPE A. 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 RFP Document (Annexure-I)	Yes/No
2.	All pages of RFP Document with corrigendum, addendum if any, duly signed and sealed by the Authorised Signatory of the Bidder Organisation on each page.	Yes/No
3.	Declaration of acceptance of Terms & Conditions of the Request for Proposal (RFP), GCC and SHE Manual, duly filled & signed (Annexure – II)	Yes/No
4.	Bidder’s Profile and bid form, duly filled and signed by authorised signatory (Annexure–III)	Yes/No
5.	Statement Giving Details of Technical capacity of the Bidder duly filled & enclosing required supporting documents (Annexure–IV)	Yes/No
6.	Draft of License Agreement, blank format duly signed (Annexure-V)	Yes/No
7.	Power of attorney in favour of Authorised Signatory, for signing of Bid, duly signed and notarised, if applicable (Annexure –VI) along with the copy of Board resolution, if applicable.	Yes/No
8.	Bid Security (EMD) in Prescribed form of DD or Bank guarantee (Annexure VIII)	Yes/No
9.	Format of Bank Guarantee for Performance Security Deposit, duly signed (Annexure IX)	Yes/No
10.	Format of Bank Guarantee for Installation Security Deposit, duly signed (Annexure X)	Yes/No
11.	Statement Giving Details of Financial capacity of the Bidder duly filled & enclosing required supporting documents (Annexure–XII)	Yes/No
12.	Details of advertisement spaces at 9 Metro Stations (Annexure–XIII), duly signed on each page	Yes/No
13.	Registration Certificate of firm / Partnership deed / Certificate of incorporation etc. as per eligibility requirement prescribed in Clause	Yes/No

RFP FOR LICENSING OF EXCLUSIVE ADVERTISEMENT RIGHTS INSIDE JAIPUR METRO TRAINS OF PHASE 1



Proposal will contain the following documents :		Whether enclosed
	1.2(i) of RFP	
14.	Articles of Association & Memorandum of Association (If applicable)	Yes/No
15.	Copy of Income Tax Registration (PAN)	Yes/No
16.	Copy of TIN No., if applicable.	Yes/No
17.	Copy of Service Tax Registration	Yes/No
18.	Rent Agreement/ Telephone / Electricity/ Water connection bill etc. copy in the name of Bidder Firm, as per clause 1.3 (iii) of this RFP	Yes/No
19.	Self-declared certificate regarding company not black listed, on bidder's profile (Annexure-III)	Yes/No
20.	Bid Document Cost in prescribed form	Yes/No
21.	Bid Security (EMD) as per Clause-3.7 of the RFP, in prescribed format	Yes/No

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

ENVELOPE B. FINANCIAL BID

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

Date

Signature

Place

Name

Designation

Seal of Authorised Signatory

ANNEXURE – II

DECLARATION OF ACCEPTANCE OF TERMS & CONDITIONS OF THE RFP

I/We,, having my /our office at....., agree to all the Terms & Conditions the Request For Proposal (RFP) No. _____, dated _____ issued by JMRC for **licensing of exclusive advertisement rights inside Jaipur Metro trains of phase 1** and corrigendum / addendum issued, if any (all the pages of which have been signed by us in token of acceptance of the terms mentioned therein). I/ WE also agree to abide by the relevant terms and conditions of General Conditions of Contract (GCC) & SHE manual of JMRC.

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

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

Our offer will remain valid and open for acceptance for 90 days from the last date of bid submission.

Date:

Signature:

Place:

Name :

Designation:

Seal of Authorised Signatory

RFP FOR LICENSING OF EXCLUSIVE ADVERTISEMENT RIGHTS INSIDE JAIPUR METRO TRAINS OF PHASE 1



ANNEXURE – III

BIDDER'S PROFILE & BID FORM

RFP No. F.1(53)/JMRC/DCA/Rev/Advt/Train/2016-17/07

Dated: 03.10.2016

1.	Name of the Bidder Firm	
2.	Status of the Bidder Firm	Proprietorship / Partnership firm / Registered Company
3.	Registered Office address with Contact & Communication details	
4.	Operating/ Branch Office (In Rajasthan, if Registered office is situated out of Rajasthan) Contact details	
5.	Date of registration / incorporation and / or commencement of business	
6.	TIN No, if applicable	
7.	Service Tax Registration No.	
8.	PAN No.	
9.	Name, designation and Contact details of Chief Executive of the firm	
10.	Name, designation and Contact details of the authority that is authorized to sign the Bid document	

RFP FOR LICENSING OF EXCLUSIVE ADVERTISEMENT RIGHTS INSIDE JAIPUR METRO TRAINS OF PHASE 1



11.	Name, designation and Contact details of the Contact Person of the Bidder (Address Phone, email, fax etc).	
12.	Details of Cost of Tender document	
13.	Details of Bid Security	

Certificate / Undertaking

1. We certify that our organisation has neither been black listed nor our contracts have been terminated/ foreclosed by any company / government department / public sector organisation during last 3 financial years ending 31.03.2016 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 – IV

TECHNICAL CAPACITY OF THE APPLICANT

DETAILS OF EXPERIENCE AS PER CLAUSE 1.2 (v)

S. No.	Name of Organizations along with address and telephone numbers	Type of advertisement contract (indoor / outdoor)	Amount of Contract (Rs. Lacs)	Duration of Contract	
				From	To

(If the space provided is insufficient, a separate sheet may be attached)
Note: Attach documents as per Clause 1.2 (v) of RFP.

Date

Signature

Place

Name

Designation

Seal of Authorised Signatory

ANNEXURE – V

FORMAT OF LICENSE AGREEMENT

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

and

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

WHEREAS Licensor is entitled in Law to grant License for Exclusive Advertisement Rights to display advertisements in respect of the pre-designed advertisement panels already earmarked on wall inside Jaipur Metro Trains operating between Nine Metro station of Phase 1;

WHEREAS the Licensee is desirous to undertake license for exclusive advertisement rights to display advertisements in respect of the pre-designed advertisement panels already earmarked on wall inside Jaipur Metro Trains operating between Nine Metro station of Phase 1, 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 Agency.
 - (ii) Addendum and/or Corrigendum to the RFP Document if issued by the Corporation.
 - (iii) The RFP Document (RFP No. _____ 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 3 years (three) years **from the date of 31st day of issue of NTP or from the date of start of licensee fee, whichever is earlier** except that the agreement may also be terminated earlier in accordance with the terms of this RFP.
3. That there will be an initial lock-in period of 2 years (two years) for the Licensee before which it cannot surrender the licence failing which its security deposits and advance lease rent shall be taken over (forfeited) by JMRC.
4. That the License shall be granted for Advertisement on bare sites on as is where is basis and commissioned by the licensee at its own cost after fixing advertisements on pre-designed advertisement available panels on wall as per JMRC norms.
5. That the Licensee shall have exclusive advertisement rights to display advertisements in respect of the pre-designed advertisement panels already earmarked on wall inside Jaipur Metro Trains operating between Nine Metro station of Phase 1, on the terms & conditions mentioned in the license agreement.
6. That the exclusive advertisement rights shall be provided for 10 Trains as detailed in the clause 3.5 of the RFP.
7. 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	

* Service tax shall be payable extra by Licensee, as applicable

8. That The License fee for the first quarter including all other recurring charges shall be paid within 30 days of issue of Letter of Acceptance (LoA).
9. That the Licensee shall make payment of License Fee by Demand Draft / Banker's Cheque in favour of Jaipur Metro Rail Corporation Limited, payable in Jaipur.
10. That in case of default / delay in payment of License Fee interest @ 2 percent per month will be calculated on the outstanding amount for delay less than 15 days and at 3% per month for more than 15 days.
11. That any delay in payment beyond 15 days shall be considered as a default and such third default may result in termination of this license agreement at the discretion of the licensor.
12. 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.

RFP FOR LICENSING OF EXCLUSIVE ADVERTISEMENT RIGHTS INSIDE JAIPUR METRO TRAINS OF PHASE 1



13. 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.
14. That in the event of the Licensee committing any breach of the terms & conditions of this RFP or License agreement executed in pursuance to this RFP, Licensor shall without prejudice to other rights and remedies be entitled to forfeit the Security Deposit or any part thereof. In such an event the Licensee shall pay in the same manner as stated above such additional sum immediately as he may be called upon by Licensor to pay, so that the Security Deposit shall at all times during the continuance of this agreement, be for the same amount. On the expiration or earlier termination / of the License, the Licensor shall return the Security Deposit, to the Licensee, without interest.
15. 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.
16. That the Licensor shall not be responsible for any loss or damage caused to the Licensee on any accounts whatsoever;
17. That the License may be terminated on any of the conditions as mentioned in RFP No. _____ Dated _____ issued by JMRC, preceding this License Agreement
18. That the Licensor and the Licensee further agree that they are bound by the terms and conditions of the RFP Document No. _____ dated.....(including any corrigenda and/or addenda thereof.) In case of any conflict between the RFP Document No..... (including any corrigenda and/or addenda thereof) and this License Agreement, the latter shall prevail insofar as the spirit of the RFP is not affected thereby.

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

Authorised Signatory
For Jaipur Metro Rail Corporation Ltd.

Authorised Signatory
For _____(Licensee)

Witness:

- a) Name and Address
- b) Name and Address

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

ANNEXURE-VI

FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF APPLICATION

Know all men by these presents, we, (name of the bidder firm), having our registered office at..... do hereby irrevocably constitute, nominate, appoint and authorise Mr./Ms..... son /daughter of Shri and presently residing at, who is presently employed with us and holding the position of, as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for **“RFP FOR LICENSING OF EXCLUSIVE ADVERTISEMENT RIGHTS INSIDE JAIPUR METRO TRAINS OF PHASE 1”** (RFP No. _____) **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 2016.

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.

RFP FOR LICENSING OF EXCLUSIVE ADVERTISEMENT RIGHTS INSIDE JAIPUR METRO TRAINS OF PHASE 1



ANNEXURE-VII

FORMAT OF FINANCIAL BID / BOQ



Percentage BoQ

Tender Inviting Authority: Executive Director (Corporate Affairs), JMRC

Name of Work: LICENSING OF EXCLUSIVE ADVERTISEMENT RIGHTS INSIDE JAIPUR METRO TRAINS OF PHASE 1

Contract No: F.1(53)/JMRC/DCA/Rev/Advt/Train/2016-17/07 dated: 03.10.2016

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 only)						
NOTE: The Bidder who quotes the highest percentage shall be considered as successful bidder.						
NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	Estimated Rate (per Train per month)	TOTAL AMOUNT Without Taxes (in Rs.)	TOTAL AMOUNT In Words (in Rs.)
1	2	4	5	6	53	55
1.01	LICENSING OF EXCLUSIVE ADVERTISEMENT RIGHTS INSIDE JAIPUR METRO TRAINS OF PHASE 1 (for first year)	10.00	Trains	10800.00	108000.00	INR One Lakh Eight Thousand Only
Total in Figures					108000.00	INR One Lakh Eight Thousand Only
Quoted Rate in Figures			Select Excess (+) Less (-)		0.0000	INR Zero Only
Quoted Rate in Words		INR Zero Only				

RFP FOR LICENSING OF EXCLUSIVE ADVERTISEMENT RIGHTS INSIDE JAIPUR METRO TRAINS OF PHASE 1



Terms and Conditions:

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

Date

Signature

Place

Name

Designation

Seal of Authorised Signatory

Note:

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

ANNEXURE – VIII

FORMAT OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT / BID SECURITY

(refer clause 3.7)

(to be submitted by the bidder along with bid)

To,

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

Sir,

In accordance with your RFP for **“LICENSING OF EXCLUSIVE ADVERTISEMENT RIGHTS INSIDE JAIPUR METRO TRAINS OF PHASE 1”** (RFP No. _____ dated _____) M/s. (Name & full address of the firm) (hereinafter called the “Bidder”) intends to submit a Bank Guarantee to participate in the said tender as mentioned in the RFP document.

It is a condition in the RFP document that the Bidder has to deposit Earnest Money amounting to Rs. _____/- (Rupees _____ only) in respect to the tender, with Jaipur Metro Rail Corporation, Jaipur (hereinafter referred to as “JMRC”) by a Bank Guarantee from a Scheduled Bank having its branch at Jaipur irrevocable and operative till 30 days after the bid validity date (i.e.120 days from the last date of bid submission). It may be extended if required in concurrence with the bid validity.

And whereas the Bidder desires to furnish a Bank Guarantee for a sum Rs. _____ (Rupees _____ only) to the JMRC as earnest money deposit.

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

2. Now, therefore, we the (Bank), a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertaking) Act. 1969 (delete, if not applicable) and branch Office at..... (Hereinafter referred to as the Guarantor) do hereby undertake and agree to pay forthwith on demand

- in writing by the JMRC of the said guaranteed amount without any demur, reservation or recourse.
3. We, the aforesaid bank, further agree that the JMRC shall be the sole judge of as to whether the Bidder has committed any breach or breaches of any of the terms costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the JMRC on account thereof to the extent of the Earnest Money required to be deposited by the Bidder in respect of the said RFP Document and the decision of the JMRC that the Bidder has committed such breach or breaches and as to the amount or amounts of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the JMRC shall be final and binding on us.
 4. We, the said Bank further agree that the Guarantee herein contained shall remain in full force and effect until it is released by the JMRC and it is further declared that it shall not be necessary for the JMRC to proceed against the Bidder before proceeding against the Bank and the Guarantee herein contained shall be invoked against the Bank, notwithstanding any security which the JMRC may have obtained or shall be obtained from the Bidder at any time when proceedings are taken against the Bank for whatever amount that may be outstanding or unrealized under the Guarantee.
 5. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, registered post or other electronic media to our address, as aforesaid and if sent by post, it shall be deemed to have been given to us after the expiry of 48 hours when the same has been posted.
 6. If it is necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this guarantee on the request of our constituent under intimation to you.
 7. The right of the JMRC to recover the said amount of Rs._____/-(Rupees_____ only) from us in manner aforesaid will not be precluded/affected, even if, disputes have been raised by the said M/s.(Bidder)and/ or dispute or disputes are pending before any court, authority, officer, tribunal, arbitrator(s) etc..
 8. Notwithstanding anything stated above, our liability under this guarantee shall be restricted to Rs._____/-(Rupees _____ only) and our guarantee shall remain in force till 30 days of the bid validity period i.e. 120 days from the last date of bid submission and unless a demand or claim under the guarantee is made on us in writing within three months after the Bid validity date, all your rights under the guarantee shall be forfeited and we shall be relieved and discharged from all liability there under.
 9. This guarantee shall be governed by and construed in accordance with the Indian Laws and we hereby submit to the exclusive jurisdiction of courts of Justice in India for the purpose of any suit or action or other proceedings arising out of this guarantee or the subject matter hereof brought by bidder may not be enforced in or by such court.

RFP FOR LICENSING OF EXCLUSIVE ADVERTISEMENT RIGHTS INSIDE JAIPUR METRO TRAINS OF PHASE 1



10. We hereby confirm that we have the power/s to issue this Guarantee in your favour under the Memorandum and Articles of Association/ Constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power/s and has/have full power/s to execute this guarantee under the Power of Attorney issued by the bank in your favour.

Place:

Date: (Signature of the Bank Officer)

Rubber stamp of the bank

Authorized Power of Attorney Number:

Name of the Bank officer:

Designation:

Complete Postal address of Bank:

.....

.....

Telephone Numbers

Fax numbers

Note:

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

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

ANNEXURE-IX

FORMAT OF BANK GUARANTEE FOR PERFORMANCE SECURITY DEPOSIT

In consideration of Jaipur Metro Rail Corporation Limited, Jaipur (hereinafter called JMRC) having agreed to exempt _____ (hereinafter called the Selected Bidder) from the **demand of security deposit of Rs. _____ on production of Bank Guarantee for Rs. _____**

for the due fulfillment by the Selected Bidder of the terms & conditions to be contained in a License Agreement signed pursuant to the **RFP No. _____ dated _____** issued by JMRC for **LICENSING OF EXCLUSIVE ADVERTISEMENT RIGHTS INSIDE JAIPUR METRO TRAINS OF PHASE 1** we, _____

(name of the Guaranteeing Bank, hereinafter referred to as “the Bank”) at the request of _____ (Selected Bidder) do hereby undertake to pay to JMRC, JAIPUR, an amount not exceeding Rs. _____, against any loss or damage caused to or suffered by, or which could further be caused to or suffered by, JMRC, JAIPUR, _____ by reason of any breach by the Selected Bidder of any of the terms & conditions contained in the said License agreement or RFP, or against any penalty imposed by JMRC on the Selected Bidder on such grounds.

2. We _____ (name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from JMRC, JAIPUR, stating that the amount claimed is due by way of loss or damages caused to or suffered by or which could further be caused to or suffered by JMRC, JAIPUR or by way of penalty imposed on the Selected Bidder by JMRC, on account of breach by the Selected Bidder of any of the terms & conditions contained in the Contract Agreement or RFP or by reason of the Selected Bidder’s failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of JMRC, JAIPUR, in these counts shall be final and binding on the Bank. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.
3. We _____ (name of the Bank) undertake to pay to JMRC, JAIPUR, any money so demanded notwithstanding any disputes raised by the Selected Bidder in any suit or proceeding pending before any court or tribunal relating thereto, our liability under the present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there-under and the Selected Bidder shall have no claim against us for making such payment.
4. We _____ (name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect immediately for a period of **42 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

RFP FOR LICENSING OF EXCLUSIVE ADVERTISEMENT RIGHTS INSIDE JAIPUR METRO TRAINS OF PHASE 1



JMRC, JAIPUR, under or by virtue of the said agreement have either been fully paid and its claims satisfied or discharged, or till JMRC, JAIPUR, certifies that the terms & conditions of the Contract agreement and RFP have been fully and properly carried out by the Selected Bidder and accordingly discharges this guarantee.

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

Place:

Date: (Signature of the Bank Officer)

Rubber stamp of the bank

Authorized Power of Attorney Number:

Name of the Bank officer:

Designation:

Complete Postal address of Bank:

.....

Telephone Numbers

Fax numbers

Note:

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

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

ANNEXURE-X

FORMAT OF BANK GUARANTEE FOR INSTALLATION SECURITY DEPOSIT

To:

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

WHEREAS _____

_____ (Name and address of the Agency) (hereinafter called “**the Agency**”) has undertaken to fulfill the contractual obligations to be contained in the License Agreement signed pursuant to the **RFP No.** _____ **dated** _____ issued by JMRC for **LICENSING OF EXCLUSIVE ADVERTISEMENT RIGHTS INSIDE JAIPUR METRO TRAINS OF PHASE 1**

AND WHEREAS it has been stipulated by you in the said License Agreement that the Agency shall furnish you with a Bank Guarantee from a Scheduled Bank based in India for the sum specified herein as security for compliance with his obligations in accordance with the Contract.

AND WHEREAS we _____ (Insert name and address of Bank) have agreed to give the Agency such a Bank Guarantee:

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

RFP FOR LICENSING OF EXCLUSIVE ADVERTISEMENT RIGHTS INSIDE JAIPUR METRO TRAINS OF PHASE 1



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

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

This guarantee shall be **valid for one year from the date of issue of this Bank Guarantee**. The pendency of any dispute or arbitration or other proceedings shall not affect this guarantee in any manner.

Place:

Date: (Signature of the Bank Officer)

Rubber stamp of the bank

Authorized Power of Attorney Number:

Name of the Bank officer:

Designation:

Complete Postal address of Bank:

.....

Telephone Numbers

Fax numbers

Note:

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

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

ANNEXURE-XI

HANDING OVER / TAKING OVER NOTE OF TRAINS FROM DEPOTS

Details of train set No. to be taken over / Handed over

S/N	Train Set No.	Train Type	No. of Coaches

Handed over By

Taken Over By

Name

Name

Designation

Designation

PPIO (Name & Sign. With date)

Depot Name

ANNEXURE-XII

FINANCIAL CAPACITY OF THE APPLICANT

Sl. No.	Financial Year	Turnover (Rs. In Lacs)
1	Year 2013-14	
2	Year 2014-15	
3	Year 2015-16	

Note: Attach documents as per clause 1.2 (iv) of RFP.

Date

Signature

Place

Name

Designation

Seal of Authorised Signatory

RFP FOR LICENSING OF EXCLUSIVE ADVERTISEMENT RIGHTS INSIDE JAIPUR METRO TRAINS OF PHASE 1



ANNEXURE-XIII

CALCULATION SHEET OF AVAILABILITY OF SPACE OF INDOOR ADVERTISEMENT INSIDE METRO TRAIN

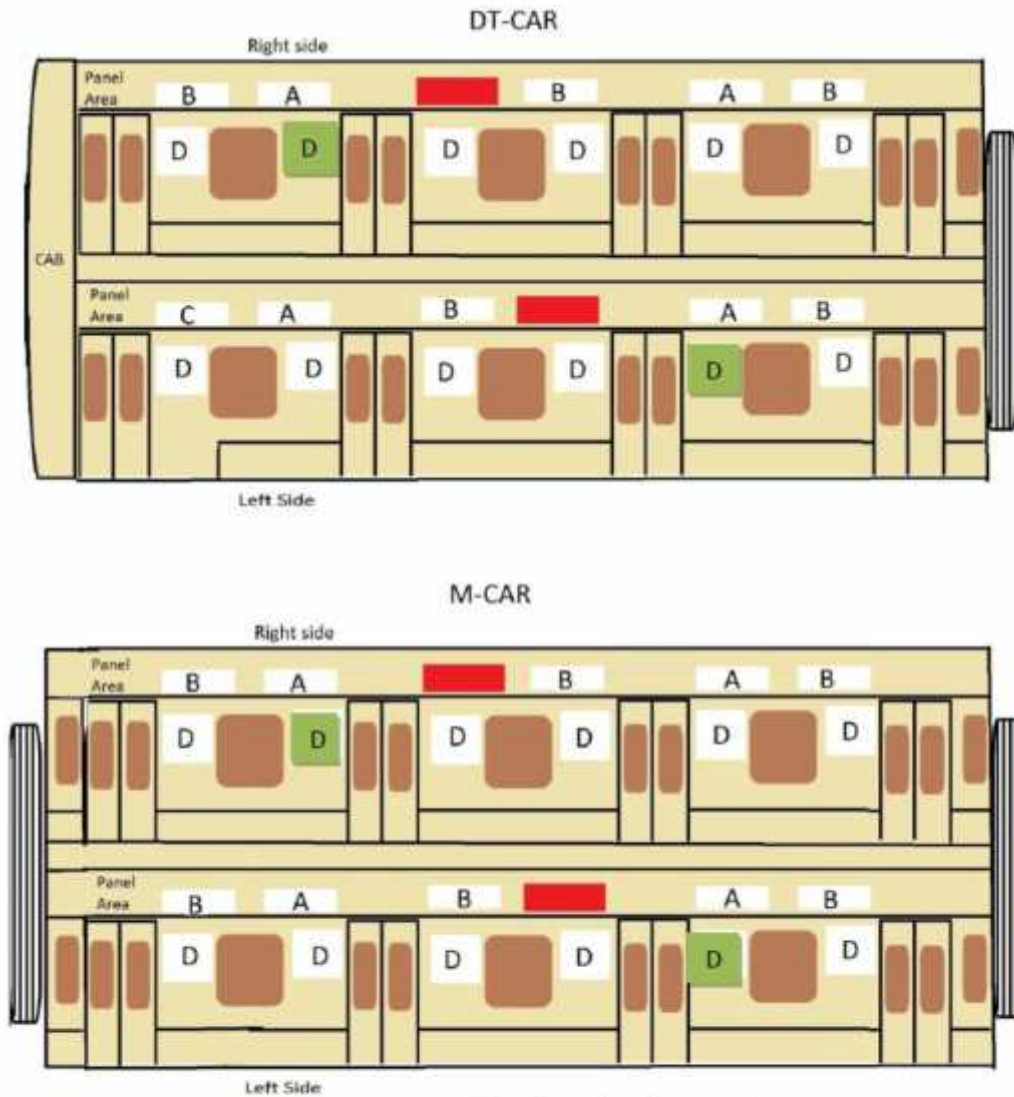
Panel	Panel A				Panel B				Panel C				Panel D				Grant Total (sq. cm)	Panels earmarked for JMRC (Shown by Green Colour in Drawing in appendix)							
Coach Type	Size (cm)		Space (sq. cm)	Qty.	Total Space (sq. cm)	Size (cm)		Space (sq. cm)	Qty.	Total Space (sq. cm)	Size (cm)		Space (sq. cm)	Qty.	Total Space (sq. cm)	Size (cm)		Space (sq. cm)	Qty.	Total Space (sq. cm)		Panel	Qty.	Space (sq. cm)	
DT1	108	19	2052	4	8208	88	19	1672	5	8360	69	19	1311	1	1311	52	52	2704	12	32448	50327	D	2	5408	
M1	108	19	2052	4	8208	88	19	1672	6	10032	69	19	1311	0	0	52	52	2704	12	32448	50688	D	2	5408	
M2	108	19	2052	4	8208	88	19	1672	6	10032	69	19	1311	0	0	52	52	2704	12	32448	50688	D	2	5408	
DT2	108	19	2052	4	8208	88	19	1672	5	8360	69	19	1311	1	1311	52	52	2704	12	32448	50327	D	2	5408	
																					Total	202030		8	21632

Note:

The space marked in the drawings is tentative and can be slightly altered / shifted at the time of NTP as per technical requirement of JMRC and / or successful bidder.

APPENDIX TO ANNEXURE-XIII

DRAWING FOR LOCATION OF ADVERTISEMENT PANELS IN DT & M CAR OF RS08 TRAINS



Area for advertisement:

A: 108cm x 19cm

B: 88cm x 19cm

C: 69cm x 19cm

D: 52cm x 52cm