

Price Rs. 5900
(Inclusive of GST)

**LICENSING FOR STATION BRANDING/SEMI NAMING RIGHTS OF
VIVEK VIHAR METRO STATION
[Package: SB-05]**

REQUEST FOR PROPOSAL



Jaipur Metro Rail Corporation Limited

(A Govt. of Rajasthan undertaking)
Admin Building, Metro Depot, Bhrigu Path,
Mansarover, Jaipur-302020(Rajasthan)
Website: www.jaipurmetrorail.in
(CIN: U60221RJ2010SGC030630)

Table of Contents

	DISCLAIMER	3
1.0	NOTICE TO INVITING BID (NIB)	4
1.1	INTRODUCTION	4
1.2	SCHEDULE TO THE INVITATION OF RFP	5
1.3	ELIGIBILITY CRITERIA FOR BIDDERS	7
2.0	DEFINITIONS	10
3.0	INSTRUCTIONS TO BIDDERS (ITB)	11
3.1	GENERAL INSTRUCTIONS	11
3.2	DUE DILIGENCE BY BIDDER	13
3.3	PRE BID CONFERENCE	13
3.4	CLARIFICATION /AMENDMENT/ADDENDUM	13
3.5	DETAILS OF STATION BRANDING AND LICENSE FEE	14
3.6	COST OF BID DOCUMENT & TENDER PROCESSING FEE	15
3.7	BID SECURITY/EARNEST MONEY DEPOSIT (EMD)	15
3.8	SUBMISSION OF PROPOSAL	16
3.9	EVALUATIONS OF BIDS	17
3.10	AWARD OF CONTRACT	18
4.0	SPECIAL CONDITION OF CONTRACT	20
4.1	OBJECTIVE OF LICENSE	20
4.2	SCOPE OF LICENSE	20
4.3	PRELIMINARY PLAN & NOTICE TO PROCEED (NTP)	22
4.4	RIGHTS AND OBLIGATIONS OF THE LICENSEE	23
4.5	MINIMUM MATERIAL SPECIFICATION	24
4.6	FACTORS GOVERNING SELECTIONS OF PERMISSIBLE ASVERTISEMENT	24
4.7	ELECTRICITY PROVISIONING	25
4.8	HANDOVER OF ADVERTISEMRNT SPACE TO JMRC	25
4.9	OTHER TERMS & CONDITIONS	26
4.10	DURATION OF LICENSE PERIOD/AGREEMENT	31
4.11	VARIATION IN THE ADVERTISEMENT SPACE	32
4.12	STATUTORY OBLIGATIONS /INDEMNITY & INSURANCE	32
4.13	PAYMENT TERMS OF LICENSE FEE	34
4.14	SUSPENSION OF LICENSE	35
4.15	BREACH OF CONTRACT/AGREEMENT	35
4.16	TERMINATION OF CONTRACT/LICENSE AGREEEMENT	36
4.17	PROHIBITED PRACTICES	37
4.18	DISPUTE RESOLUTIONS & JURISDICTION	38
4.19	FORCE MAJEURE	38

Annexure		
Annexure-I	CHECK LIST PART A: TECHNICAL BID	40
Annexure-I	CHECK LIST PART A: FINANCIAL BID	41
Annexure-II	LETTER OF BID	42
Annexure-III	DETAILS OF BIDDER	45
Annexure-IV	POWER OF ATTORNEY FOR SIGNING AUTHORITY	47
Annexure-V	POWER OF ATTORNEY FOR LEAD MEMBER OF CONSORTIUM	48
Annexure-VI	SELF DECLARATION OF NO BLACKLISTING	50
Annexure-VII	ANTI COLLUSION CERTIFICATE	51
Annexure-VIII	TECHNICAL CAPACITY OF BIDDER	52
Annexure-IX	DECLARATION OF ACCEPTANCE OF TERMS & CONDITIONS OF RFP	53
Annexure-X	FINANCIAL CAPACITY OF THE BIDDER	54
Annexure-XI	FORMAT OF LICENSE AGREEMENT	55
Annexure-XII	FORMAT OF BANK GUARANTEE FOR PERFORMANCE SECURITY DEPOSIT	59
Annexure-XIII	RULES & GUIDELINES FOR ELECTRICITY IN JMRC	61
Annexure-XIV	FORMAT FOR INTIMATION FOR DEPOSITION OF PAYMENT	67
Annexure-XV	DETAILS OF TENTATIVE SPACE FOR ADVERTISEMENT	68
Annexure-XVI	MOU BETWEEN CONSORTIUM MEMBERS	69
Annexure-XVII	FORMAT OF FINANCIAL BID/BOQ	71

DISCLAIMER

This Request for Proposal document (the "**RFP**") is neither an agreement nor an offer by the Jaipur Metro Rail Corporation Limited (the "**JMRC**" or "**Authority**" or "**Licensors**") 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 JMRC in relation to the Project. 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 JMRC, 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. Therefore, each bidder should conduct its own investigations and analysis and 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.

JMRC, 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.

JMRC 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. JMRC 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 JMRC is bound to select a bidder or to appoint the selected bidder, as the case may be, for the work and the JMRC 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 JMRC, or any other costs incurred in connection with or relating to its Bid. All such costs and expenses shall remain with the bidder and the JMRC shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the bidding process.

1. NOTICE INVITING BIDS (NIB)

1.1. INTRODUCTION ABOUT JAIPUR METRO

- i. Jaipur Metro Rail Corporation Limited ("JMRC" or "Authority" or "Lessor" or "Grantor"), is a corporation owned by Government of Rajasthan ("GoR") incorporated under the Companies Act, 1956, having its registered office at Admin Building, Metro Depot, Bhriku Path, Mansarovar, Jaipur-302020 responsible for planning, designing, developing, constructing, maintaining, operating and financing the Metro Rail and other urban transport systems in Jaipur city of Rajasthan.
- ii. Jaipur Metro Rail Project is planned in two corridors. The East-West Corridor from Mansarovar to Badi Chaupar having total length of 12.118 KM is being executed as Phase-1 of the Project of which Phase-1A (9.718 KM) is operational from 3rd June 2015 and Phase-1B (2.4 KM) is operational from 23rd Sept 2020, brief of which is given below:

Phase	Corridor	Corridor Length	No. of Stations	Present Status
Phase-1A	Mansarovar to Chandpole	Total 9.718 KM (Elevated: 9.278 KM Underground: 0.440 KM)	9	Operational Since June 2015
Phase-1B	Chandpole to Badi Chaupar	2.349 KM (Underground)	2	Operational Since Sept 2020

- iii. With the vision of providing better metro rail connectivity, State Government has recently approved extensions of already operational Phase 1 from Mansarovar to Badi Chaupar. Jaipur Metro Phase 1C shall be implemented from Badi Chaupar to Transport Nagar which is 2.85 km long with 01 underground station at Ramganj and one elevated station at Transport Nagar. Jaipur Metro Phase 1D from Mansarovar to Ajmer Road Chauraha is a 1.352. Km completely elevated line with one elevated station at Ajmer Road Chauraha. Work for Phase 1C & 1D is under execution. Phase-2 of Project is still at planning stage and DPR is under consideration/planning stage.
- iv. JMRC is planning various activities on its corridor including Leasing of retail spaces, Licensing of advertisement rights etc. for exploring various sources of non-fare revenue. As a part of it, JMRC invites online Bids single stage two packet bid system, from reputed, established and financially sound agencies for licensing for Station branding / Semi naming rights of Vivek Vihar Metro Station [Package SB-05], through an open competitive bidding process, for a period of 7 years extendable up to 3 (three) more years **with minimum span of one year** in accordance with terms and conditions set forth in this RFP document.
- v. The licensee shall be allowed to use advertisement spaces indoor, outdoor and retail space at concourse level subject to terms & conditions specified in this RFP document.
- vi. The licensee shall be allowed to prefix/ suffix brand name with Vivek Vihar Metro Station i.e. "[Brand name] Vivek Vihar Metro Station" or "Vivek Vihar Metro Station [Brand name]". Any such composite name may include name/ brand in conjunction with other words with prior written approval of JMRC.

1.2. SCHEDULE AND DATES TO THE INVITATION OF RFP FOR LICENSING OF STATION BRANDING/SEMI NAMING RIGHTS OF VIVEK VIHAR METRO STATION.

S/N	Item	Particulars
i.	Date of Issue of RFP	06/08/2024 (18:00 Hrs.)
ii.	Websites for downloading tender Document and subsequent clarification / modification, if any	www.sppp.rajasthan.gov.in https://eproc.rajasthan.gov.in www.jaipurmetrorail.in http://transport.rajasthan.gov.in/jmrc
iii.	Cost of Bid Document (Non-Refundable) (Refer Clause 3.6 (i))	Rs. 5900 (Including GST @18%) (Rupees Five Thousand Nine Hundred Only)
iv.	e-tender Processing Fee (Non-Refundable) (Refer Clause 3.6 ii)	Rs. 2000 (Rupees Two Thousand Only)
v.	Estimated Annual Contract Amount for First Year of the contract	Rs. 30,00,000 (Rupees Thirty Lakhs only)
vi.	Estimated Total Contract Amount for 7 Years with escalation @ 6% compounded annually	Rs. 2,51,81,513 (Rupees Two Crores Fifty One Lakhs Eighty One Thousand Five Hundred Thirteen Only)
vii.	Earnest Money Deposit(EMD)/Bid Security	Rs. 60,000 (Rupees Sixty Thousand Only) As per details provided in Clause 3.7 of the RFP
viii.	RFP Download Start Date	06/08/2024 (1800 Hrs.)
ix.	Pre-bid Conference*	14/08/2024 (1130 Hrs.) at Conference hall, A-206, Admin Building, Jaipur Metro Depot, Bhriгу Path, Mansarovar, Jaipur
x.	Last date & time of submitting queries/seeking clarification*	19/08/2024 (1800 Hrs.)
xi.	Last Date for Replies to Queries by JMRC	21/08/2024 (1700 Hrs.)
xii.	Online Bid submission Start Date/Time	21/08/2024 (1800 Hrs.)
xiii.	Last date and time of downloading of Bid Document including clarifications/ amendments, if any.	02/09/2024 (1300 Hrs.)
xiv.	Last date and time for online Bid submission	02/09/2024 (1400 Hrs.)
xv.	Physical submission of original DD / BC / BG for Tender fee, EMD / Bid Security and e-tender Processing Fee in JMRC office (Refer Clause 3.8 vi)	02/09/2024 (1500 Hrs.)
xvi.	Date and Time for opening of Technical Bid	02/09/2024 (1600 Hrs.)
xvii.	Date and time for opening of Financial Bid of Technically qualified bidders	Subsequent to Technical Bid opening (Date to be intimated later to the Technically qualified bidders through e-procurement website)
xviii.	Website for Online Bid Submission	https://eproc.rajasthan.gov.in
xix.	Bid Validity	180 days from the last date of submission of the Bid.
xx.	Duration of Contract	Seven years, extendable up to next Three years in a minimum span of one year on mutual consent basis on existing terms & conditions.

*The date of pre-bid conference and query submission/reply etc. are tentative and may be

changed at the discretion of JMRC. In case of any change, same shall be notified on the above mentioned websites.

Note:

- i. All technical bids shall 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 shall 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 bids in hard copy is not allowed.
- iv. JMRC shall not be responsible for any delay in submission of online bid due to any reason.
- v. All bidders interested to participate may contact following officer of JMRC in case of any queries:

Joint General Manager (Revenue), JMRC,
Room No. A-212, Admin Building, Metro Depot,
Bhriagu Path, Mansarovar, Jaipur-302020.
Tel. No.0141-2822755,
Email: jgmrev@jaipurmetrorail.in,

1.3. MINIMUM ELIGIBILITY CRITERIA FOR BIDDERS

S/N	Eligibility Criteria	Documents required to Substantiate the Same
i.	<p>Bidder must be a business entity recognized in the Indian law i.e. Proprietorship firm, Partnership/ LLP or Company incorporated in India as per Indian Companies Act 1956/2013 and having its registered office in India under relevant laws.</p> <p style="text-align: center;">OR</p> <p>A group of eligible business entities (as mentioned at above) in the form of Joint Venture/ Consortium incorporated in India of maximum 3 members. The Lead Member of the consortium shall have at least 51% share in JV/Consortium and substantial member should have at least 26% share.</p> <p>Single Entity Bidder or All Substantial Members in case of JV/Consortium must be in existence at least for last 3 years from the last date of submission of bids.</p> <p>An Entity submitting its bid individually shall be termed as "Single Entity Bidder". Group of entities submitting their Bid as Joint Venture/ Consortium shall be termed as "JV/Consortium Bidder". The term "Bidder" shall include Single Entity Bidder as well as JV/ Consortium Bidder.</p> <p>Note: In case of JV/Consortium, credentials of only Substantial Members shall be considered for meeting the Eligibility criteria. A member with at least 26% share shall be a Substantial Member for this purpose.</p>	<p>Certified copy of the certification of registration/ incorporation as applicable to legal status and other details viz. GST registration number, PAN number & EPF Registration No. (If Applicable).</p> <p>Copy of bank statements (certified by Bank) for last 3 (three) financial years ending on March 31, 2023 in case the Bidder is a proprietorship firm or a Partnership firm.</p> <p>Copy of partnership deed in case of Partnership/LLP firm.</p> <p>Memorandum of Understanding (MOU) in case of JV/Consortium Bidder as per the format given in Bid Forms.</p>

S/N	Eligibility Criteria	Documents required to Substantiate the Same
ii.	The bidder should neither be a black listed/debarred firm nor should its contracts have been terminated / foreclosed by any Govt. Company / government department / public sector organization after 31.03.2021 and during current financial year till the bid submission end date, on account of non-fulfillment of contractual obligations.	A self-declared certificate to this effect, signed by authorized signatory of the bidder company/ firm in the format as provided in Annexure-VI of RFP document.
iii.	<p>Either the Registered Office or the functional Branch Office of the bidder firm should be located in Jaipur</p> <p style="text-align: center;">OR</p> <p>The firm should agree to have a designated point of contact in Jaipur before issuance of NTP.</p>	<p>Registration certificate of office in Jaipur / Running Lease Agreement supported by Current Land Line Telephone / Electricity / Water connection Bill etc. in the name of bidder firm for the given address.</p> <p style="text-align: center;">OR</p> <p>In case the firm does not have its office in Jaipur, a self-declaration mentioning that firm shall have a designated point of contact in Jaipur before issuance of NTP in the format as provided in Annexure-IX of RFP document.</p>
iv.	<p>Turnover:</p> <p>Bidder must have a minimum average annual turnover of Rs. 30 Lakh (Rupees Thirty Lakhs Only) in last three financial years.</p> <p>F.Y. 2020-2021,</p> <p>F.Y. 2021-2022,</p> <p>F.Y. 2022-2023</p>	<p>Certificate specifying minimum average annual turnover for FY 2020-21, FY 2021-2022 and FY 2022-2023 as per the format given in Annexure-X in the RFP document and duly certified by statutory auditor/ chartered accountant with Unique Document Identification Number (UDIN) on the certificate.</p> <p>Bidder (each member in case of JV/Consortium) shall also submit audited financial accounts of FY 2020-21, FY 2021-2022, and FY 2022-2023.</p>

S/N	Eligibility Criteria	Documents required to Substantiate the Same
V.	<p>1. The bidder firm should have experience of having successfully completed /running contracts/orders in the last three financial years (2021-22, 2022-23 & 2023-24) in the field of Publicity / Media / Signage or Advertisements with Government entities/Private Companies within India as under</p> <p>I. Three such contracts/orders, with a realized value not less than Rs. 12 Lakh (Rs. Twelve Lakh Only) for each contract/order till bid submission last date.</p> <p style="text-align: center;">OR</p> <p>II. Two such contracts/orders, with a realized value not less than Rs. 15.00 Lakh (Rs. Fifteen Lakh) for each contract/order till bid submission last date.</p> <p style="text-align: center;">OR</p> <p>III. One such contract/order, with a realized value not less than Rs. 24.00 Lakh (Rs. Twenty Four Lakh Only) till bid submission last date.</p> <p>2. Where bidder is a Corporate/Business Entity other than Advertisement/Media Company:</p> <p>I. The bidder must have issued work orders for Companies' own Advertisement for a value of at least Rs. 12 Lakh (Rs. Twelve Lakh Only) on average annual basis in last three financial years. (2021-22, 2022-23 & 2023-24)</p>	<p>1. Bidder is required to submit the details in Annexure-VIII along with supporting documents as mentioned below:</p> <p>I. Certificate(s) issued by the concerned authority(s) for successfully completion/ running of the contract (s)/work(s), mentioning:</p> <p>a) Total Period of the contract/ work/license, and</p> <p>b) Total Value of the contract/ work/ license</p> <p>c) Amount paid for the contract/ work/ license during last three financial years (2021-22, 2022-23 & 2023-24) and till bid submission last date.</p> <p>II. Copy of supporting documents as under:</p> <p>a) LoA/ License agreement/ work order mentioning contract duration & contract amount, and</p> <p>b) Extension / renewal of license / contract for next duration having reference of original agreement / LoA/ Work order.</p> <p>2. Where bidder is a Corporate / Business Entity other than Advertisement /Media Company:</p> <p>I. Self certified copies of orders issued for Companies' own Advertisement / Branding.</p> <p>II. CA certificate along with UDIN indicating Annual Expense on Companies' own Advertisement /Branding during last three F.Y. 2021-22, 2022-23 & 2023-24 and till bid submission last date.</p>

* Running contract means, a contract commenced before 31.03.2024 and completion period falls beyond 31.03.2024.

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

Executive Director (Corporate Affairs)
Jaipur Metro Rail Corporation

2. DEFINITIONS

In this RFP, the following expressions shall have the meaning stated here in unless repugnant to the context or meaning there of:

- a. **"Agreement"** or "License Agreement" means the Contract / License Agreement to be executed between JMRC and successful bidder, subsequent to the Letter of Acceptance as per the format at Annexure- XI.
- b. **"Addendum / Amendment"** means any written amendment / addendum / corrigendum to this RFP document, from time to time issued by JMRC to the prospective bidders.
- c. **"Advertisement media"** means advertisement inserts panels, flexes, Media signage, LED / LCD screen, etc.
- d. **"Applicant(s)/Bidder(s)"** means interested bidder(s) submitting a Proposal pursuant to this RFP;
- e. **"Authority"** means Jaipur Metro Rail Corporation.
- f. **"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.
- g. **"Bid Document"** shall mean this RFP document, including all annexure attached hereto and any addendum/Corrigendum issued in accordance with the terms hereof.
- h. **"Bidder Authorization"** shall mean the authorization to the person signing the bid as per Annexure –IV Power of Attorney in favors of the person signing the bid.
- i. **"Indoor advertisements"** means that advertisements which are inside Metro station premises not visible from road/outside.
- j. **"JMRC/JMRCL/Jaipur Metro/Corporation/Metro"** means Jaipur Metro Rail Corporation.
- k. **"Jaipur Metro Corridor"** means the Jaipur metro Phase 1A & 1B from dead end of Mansarovar Station including Depot to Badi Chaupar Metro Station (approx. 12 KMs).
- l. **"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;
- m. **"License"** shall mean the license granted under the License Agreement to undertake the activity of outdoor advertising pursuant to this RFP.
- n. **"Licensee"** shall mean the successful bidder with which JMRC signs license agreement for the outdoor advertisement rights in furtherance to this bidding process.
- o. **"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.
- p. **"Outdoor Advertisements"** means the advertisements outside and along the Metro station / corridor visible from road/outside.
- q. **"Permits"** shall mean and include all applicable statutory, environmental or regulatory licenses, authorization, permits, consents, approvals, registrations and franchises from concerned authorities.
- r. **"Project"** shall mean exclusive rights to design, install, manage, operate, maintain, market and sell advertising opportunities (entire Branding /colouring plan) in respect of the authorized spaces for Station branding / Semi naming rights of Vivek Vihar Metro Station [Package SB-05]

- s. **"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.
- t. **"NTP"** means notice to proceed i.e., letter to be given to successful bidder for installation of advertisement media and placing advertisements subsequent to signing of agreement pursuant to this RFP.
- u. **"RFP Document"** means this "Request for Proposal Document" for licensing of exclusive advertisement rights along the Jaipur Metro Stations for Advertisement.
- v. **"Space(s)"** means the advertisement spaces identified/planned/used for placing outdoor advertisement pursuant to this RFP.
- w. **"Station Branding/Semi Naming Rights"** means rights licensed to only prefix and suffix a brand name with the name of Metro station along with colouring the Metro Station as per theme of the brand and other rights in accordance with the terms & condition of the agreement.
- x. **"SB-05"** shall mean the package for licensing of Station branding / Semi naming rights of Vivek Vihar Metro Station.

3. INSTRUCTIONS TO BIDDERS

3.1. GENERAL INSTRUCTIONS

- i. This RFP (Request for Proposal) Document and any addendum 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.rajabasthan.gov.in>, Corporation's website <https://www.jaipurmetrorail.in>, <https://transport.rajabasthan.gov.in/jmrc&stateprocurementportalwww.sppp.rajabasthan.gov.in> and General Condition of Contract (GCC) & SHE Manual, available on Corporation's website <https://www.jaipurmetrorail.in> and/or <https://transport.rajabasthan.gov.in/jmrc> before submitting the Bid. By submitting the Proposal, the bidder agrees to all the points explicitly included in the scope of License & all other terms & conditions mentioned in the RFP document, GCC & SHE Manual.
- iii. Each bidder shall 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 basis is". The bidder shall 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 shall be forfeited and the contract shall be terminated at the risk and cost of the bidder/Licensee.
- v. Alterations or overwriting, if any, should be avoided. However, if there are any, should be legible and signed by the bidder alongside such alterations or overwriting. However, whitener should not be used for any alterations.
- vi. Bids received after the last date and time for depositing Bid shall not be considered. Bids sent by fax, post or e-mail shall 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 any condition/offer shall be summarily rejected.
- ix. Bids complete in all respects must be submitted online not later than the date and time mentioned there in. 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 shall be bound by the details furnished by it to JMRC while submitting the Bid or at subsequent stage. In case any of such documents furnished by it, is found to be false at any stage, it would be deemed to be a breach of terms of contract making it liable for legal action besides termination of License.
- xi. JMRC may at its sole discretion and at any time during the processing of Bid, disqualify any bidder from the Bidding process if the bidder has:
 - a. Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements.
 - b. If found to have a record of poor performance such as abandoning works, not properly completing the contract, inordinately delaying completion, being involved in litigation or financial failures, etc.
 - c. Submitted Bid document, which is not accompanied by required documentation and Earnest Money Deposit (EMD) is non-responsive.
 - d. Fails to provide clarifications related there to, when sought.
- xii. JMRC, at its sole discretion and without incurring any obligation or liability, reserves the right, at any time to;
 - a. Suspend and/or cancel the bidding Process and/ or amend and/ or supplement the bidding Process or modify the dates or other terms and conditions relating thereto;
 - b. Consult with any bidder in order to receive clarification or further information;
 - c. Retain any information and/ or evidence submitted to the JMRC by, on behalf of, and/ or in relation to any bidder; and/ or
 - d. Independently verify, disqualify, reject and/ or accept any and all submission or other information and/ or evidence submitted by or on behalf of any bidder.
- xiii. It shall be deemed that by submitting the bid, the bidder agrees and release the JMRC, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and: or in connection herewith and waives any and all rights and / or claims it may have in this respect, whether actual or contingent, whether present or future.
- xiv. No further discussion /interface shall 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 shall be treated as 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 addendum/corrigendum, on the websites referred at Clause 1.2 (ii) 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 here under nor shall 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 shall be at the bidder's own risk & responsibility.
- ii. Bidders are advised to carry out extensive survey of JMRC Metro Rail corridor and Metro Stations and analysis at their own cost, before submitting the Bid. The bidders must familiarize themselves with the outside/inside Advertisement spaces of Jaipur Metro. Visit the Metro Stations & take note of the extra precautions to be taken in installation of Outdoor/Indoor advertisement media and associated equipments from security & safety aspect of Jaipur Metro and consider it while preparing and submitting the bid. They are required to verify the information given in respect of area; locations etc. and seek clarifications, if any, from JMRC before submitting the bid.

3.3. PRE-BID CONFERENCE

- i. For the purpose of providing an opportunity to the prospective bidders to obtain clarifications and/or give suggestions with regard to this RFP and bid process, a pre-bid conference has been arranged as per the schedule indicated at point no. ix in the Clause 1.2 of "Notice Inviting Bids".
- ii. Bidders are advised to visit the sites / stations to get specific idea about respective Advertisement Space(s) and familiarize themselves with the proposed arrangements & all activities necessary in this regard before pre-bid conference.
- iii. Queries / request for clarification should be submitted through e-mail or in writing by the date & time prescribed in Notice Inviting Bids and the same received after the date & time prescribed may not be taken into consideration.
- iv. Post conference, queries regarding this RFP, may be addressed to:

*Joint General Manager(Revenue),
R.No.A-212, Admin Building, Metro Depot,
Bhrigu Path, Mansarovar, Jaipur 302020
Tel. No.0141-2822755, Email: jgmrev@jaipurmetrorail.in,*

3.4. CLARIFICATION/AMENDMENT/ADDENDUM

- i. At any time prior to the deadline for submission of Bids, 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 shall be sent in writing through the official website of JMRC <https://www.jaipurmetrorail.in>, <https://transport.rajasthan.gov.in/jmrc> State Public Procurement Portal www.sppp.rajasthan.gov.in and state e-procurement portal <https://eproc.rajasthan.gov.in>. Prospective bidders are advised to keep visiting these websites for further updates.
- iii. In order to offer the bidders reasonable time for taking an addendum/corrigendum into

account, or for any other reason, JMRC may, its sole discretion, extend the last date and time of bid submission.

- iv. JMRC may or may not reply to queries at its discretion.
- v. JMRC may issue clarification/amendments on its own or in response to queries. All clarifications and interpretations issued by the JMRC shall be deemed to be part of the Bid Document. Verbal clarifications and information given by JMRC or its employees or representatives shall not in any way or manner be binding on the JMRC.
- vi. Request for clarifications is to be furnished in the following format:

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

3.5. DETAILS OF STATION BRANDING/SEMI-NAMING LICENSE AND LICENSE FEE

- i. Scope and details is as under :

Package	Metro Station	Scope and Minimum Guaranteed space	Estimated License fee for first year
(A)	(B)	(C)	(D)
SB-05	Vivek Vihar Metro Station	1. Brand name as Prefix/Suffix to the name of Vivek Vihar Metro Station 2. Logo/Brand Tagline using neon sign or otherwise of brand at the Entry/Exit of Vivek Vihar Metro Station 3. Colouring/Branding outside/inside Vivek Vihar Metro Station as per theme of the brand. <ul style="list-style-type: none"> • 900 Sqft. Space for display of advertisements inside the Metro Station* • 500 Sqft. For display of advertisements outside the Metro Station. • A Retail space of 10 Sqm. area at Concourse level in unpaid/paid area of the station on mutually accepted location** • Canopy of maximum 6 x 6 sq. ft. size at two places as permitted by JMRC in unpaid area for sales promotion activities. 	Rs.30,00,000 [#]

- * In case additional space is needed by the licensee, the same may be provided subject to availability & feasibility on chargeable basis @ Rs. 150 per Sqft./month.

In case, JMRC is not able to provide the requisite minimum guaranteed space (as given above) or part thereof due to technical feasibility or availability or any other reason, the chargeable license fees shall be reduced proportionately by Rs. 150 per sqft./month from the total license fees.

**The area can be extended with extra charges Rs.150 per Sqm. Per month.

- # The License fee and charges for additional advertisement space & retail space shall be increased @ 6% per year on compounding basis.

The indicative detail so tentative advertisement spaces are given in Annexure-XV.

- ii. The locations given in Annexure-XV are indicative and Licensee may request for alternative space and same may be allotted by JMRC, if it is found feasible and not obstructing or restricting the metro operations, without affecting safety or movement of passengers, road traffic and aesthetic look of the Metro corridor, subject to provisions of variation clause of this RFP and subject to the approval of plan by JMRC.

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

- i. For online submission of the Bid, the complete bid document can be downloaded from the website <https://eproc.rajasthan.gov.in>. Bid Document fee (Tender fee) Rs. 5900 (Rs. Five Thousand Nine hundred only) (Inclusive of GST @ 18%) shall be paid in the form of Demand Draft/Bankers Cheque of Scheduled Bank drawn in favour of, "Jaipur Metro Rail Corporation Ltd." payable at Jaipur. The Tender fee is non-refundable
- ii. In addition, E-tender processing fee Rs.2,000 (Rs. Two Thousand only) shall be paid in the form of demand draft/ bankers cheque of scheduled bank drawn in favour of "Managing Director, RISL", payable at Jaipur. E-tender processing fee is non-refundable

3.7. BID SECURITY/EARNEST MONEY DEPOSIT (EMD)

- i. EMD (Bid Security) of Rs. 60,000 (Rupees Sixty Thousand only) in the form of Demand Draft/ Bankers Cheque on any Scheduled Bank drawn in favour of Jaipur Metro Rail Corporation Ltd., payable at Jaipur, shall form part of the bid.
- ii. 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.

- iii. 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.
- iv. 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.
- v. If the successful bidder fails to deposit the required security deposit(s) or to execute the agreement within the specified period without any valid reasons, such failure shall be treated as a breach of the terms and conditions of the tender and shall result in forfeiture of the Earnest Money, in part or in full, at the discretion of Jaipur Metro Rail Corporation Limited (JMRC).
- vi. The EMD of unsuccessful bidders shall 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. Any bid not accompanied by proof of payment of cost of bid document (tender fee), e-tender processing fees and Bid Security / Earnest Money in acceptable form shall be treated non-responsive and shall be rejected.
- ii. The original DD/BC of Bid Document fee (Tender fee), E-tender processing fee and Bid Security/EMD shall be deposited in JMRC office before prescribed time as prescribed in Clause 3.8(vi).
- iii. Submission of bids through on line process is mandatory for this tender. Bids sent by post, fax or e-mail or presented in person shall not be considered.
- iv. The bidder should get itself registered on procurement portal (<https://eproc.rajasthan.gov.in>) and create users and assign roles on this portal. Further to this, bidder shall download Notice Inviting Bids (NIB) and copy of RFP from this site. The complete bid document can also be seen on Corporation's website <https://www.jaipurmetrorail.in>, <https://transport.rajasthan.gov.in/jmrc> and state procurement portal www.sppp.rajasthan.gov.in.
- v. To participate in online bidding process, bidders must have a Digital Signature Certificate (class-3 category) as per Information Technology Act-2000 using which they can digitally sign their electronic bids. This DSC shall be used to sign the bids submitted online by the bidder. Unsigned bids shall not be entertained and be summarily rejected.
- vi. Bidder (authorized 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 for Bid Security/EMD. In addition to this, Original DDs/ Bankers Cheques for Tender Fee, e-tender Processing Fee and Bid Security/EMD must be submitted physically at the following address of JMRC with a covering letter mentioning therein the details & name of the RFP, by the scheduled date and time as per NIB Clause 1.2.

Executive Director (Corporate Affairs),
Jaipur Metro Rail Corporation Limited,
Room No. A-211, Admin Building, 2nd floor,
Metro Depot, Bhargu Path, Mansarovar,
Jaipur-302020.

In absence to physical submission of the Original DDs/Bankers Cheques for Tender Fee, e-tender Processing Fee and Bid Security/EMD in JMRC, the Bid shall summarily be rejected.

- vii. JMRC shall 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.

- viii. 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.
- ix. A single-stage two bid selection procedure shall be adopted. The Bid shall contain:

Part-A: Technical Bid

This Part should contain the Technical Bid consisting of a PDF copy of this Request for Proposal (RFP) document with each page signed & sealed by the bidder in acceptance of the terms and conditions therein, along with scanned copies (in PDF format) of all the required documents, with Annexures of RFP document duly filled in support of eligibility, scanned copies (in PDF format) of DD/BCs of tender fee, e-tender processing fee and Bid Security/EMD. All the documents should be signed and stamped by the authorized signatory of the bidder on each page before scanning them.

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

Financial proposal/ Financial Bid (BoQ) not be indicated at any place in the Technical Bid, otherwise the proposal shall be summarily rejected.

Part-B: Financial Bid (BOQ)

This Part should contain the Financial Bid in the prescribed format as per Annexure-XVII.

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:

- Download format of Financial Bid (BoQ) in XLS/XLSX format.
- The same XLS/XLSX file is a password protected file. Do not unprotect the file.
- Fill, Bidder's Name & quote Monthly license fee in Rupees in Green back ground cells in the downloaded Financial Bid (BoQ) format. The Cells having other than green background shall not be filled.
- Validate the above sheet and save the same file in your computer and upload this duly filled file online only.

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

3.9. EVALUATION OF BIDS

- The bids shall be opened online on website at the date and time, place as specified in the Clause 1.2 (Notice Inviting Bids) of this RFP document in the presence of bidders or their authorized representatives who choose to attend the opening of Bid. The bidders or their authorized representatives who are present to witness the Bid opening shall sign an attendance sheet / register evidencing their attendance as a witness to the Bids opening process. In the event of the specified date of Bid opening being declared a holiday, the Bids shall be opened on the next working day at the same time and place or on any other day/time, as intimated by the JMRC.
- Only Technical Bids shall be opened first and evaluated as per the eligibility criteria set forth in this RFP document.
- The Financial Bids of only those bidders who are technically qualified shall be opened & evaluated. The date and time of opening of financial bid shall be communicated to technically qualified bidders only 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.

- iv. The Technically qualified bidders or their authorized representatives who want to be 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 shall be opened on the next working day at the same time and place or on any other day/time, as intimated by the JMRC.
- v. The financial bid evaluation shall be carried out for the amount quoted by the bidder in Column No. 7 of the Financial Bid / BOQ (Annexure-XVII). Bidders shall be ranked H1, H2, H3, H4 etc. in descending order on the basis of highest to lowest rate of license fee). Out of these, the bidder whose quote is highest shall be ranked H1 bidder and adjudged as the successful bidder.
- vi. In case two or more Bidders have quoted the same rate in their Financial Bids, which is also the highest rate offered, then all such bidders ("Tie Bidders") shall be given an opportunity to revise their Financial Bid by submitting a fresh financial bid(s) in a sealed envelope. The revised financial bid shall be submitted by the date and time as notified to the concerned Bidders in physically sealed envelopes. The bidder whose offer is highest, shall be declared as successful bidder.
- vii. In case two or more bidders again quote the same rate in their revised Financial Bids, then JMRC shall resort to an open auction among the same bidders (i.e., who have quoted the same Financial Bid) and the bidder for respective bid whose offer is highest, shall be declared as successful bidder. The date and time of the auction shall be notified to the concerned bidders.
- viii. In case Highest Bidder (H1 Bidder) withdraws or is not selected for any reason, within the bid validity period, JMRC, in its sole discretion, may award the Project to the Bidder(s) next in the rank on H1 bidder's rate.
- ix. In the event no Bidder is selected during the bidding process, the Authority in its sole discretion, may annul the bidding process.
- x. Not with standing anything contained in the RFP Document, the Authority reserves the right to (i) accept any Bid not necessarily highest, (ii) reject any Bid, (iii) reject all Bids and annul the bidding process, without assigning any reason at any point of time before issuance of a Letter of Acceptance, without incurring any liability.
- xi. All decisions whether a bid is non- responsive, unacceptable or whether a Bid Security is fraudulent or unacceptable or non- compliant, shall be that of JMRC.
- xii. No further discussion/ interface shall be held with the bidders whose bids are rejected/ disqualified / technically disqualified.

3.10. AWARD OF CONTRACT, SIGNING OF LICENSE AGREEMENT & SECURITY DEPOSIT

- i. Prior to the expiry of the period of validity of the bid, the successful bidder shall be notified through a Letter of Acceptance (LoA) sent through email to be confirmed in writing by Registered / Speed Post / By hand that its Bid has been accepted.
- ii. Upon receipt of the LoA, the successful bidder(s) shall return one copy of the LoA duly signed and accepted and stamped by its authorized signatory within 10 days from the date of issuance of LoA and submit security deposits within 30 days from the date of issuance of LoA. Security Deposits shall be as detailed below:
 - a. **Performance Security Deposit:** Performance Security Deposit equal to Six months approved license fee of the first year of the contract, in the form of DD/BC/FDR/Bank Guarantee (Annexure-XII) from any scheduled bank (having its branch at Jaipur) in favor of Jaipur Metro Rail Corporation Ltd. The bank guarantee should remain valid for a period of 9 (Nine) months beyond the date of expiry of the License Agreement. The Performance Security is to

ensure due performance of all obligations of the Licensee under the contract against an event of default by the Licensee and/or any material breach of its obligations there under. The Performance Security Deposit shall be refunded after adjustment of outstanding dues, if any, made in accordance with this contract, to the bidder on his application within one month after the site is handed over to JMRC at the end of full term of license period.

- b. **Installation Security Deposit:** Installation Security Deposit equals to Two months of license fee of first year of contract amount in the form of DD/BC/FDR from any scheduled bank in favor of Jaipur Metro Rail Corporation Ltd., which shall be returned without any interest, after completion of initial installation of advertisement media or after 6 months from the date of issue of NTP, whichever is later, after adjusting the cost of damages to JMRC properties, if any, after receipt of certificate of commencement from the Licensee. The installation security is to ensure that there is no damage to the JMRC assets during installations by the Licensee. The Installation Security Deposit shall be kept valid for a period of 9 months (Nine months) from the date of Issue. In case of delay in installation, Licensee shall have to extend the validity of Installation Security for a period as per JMRC.
- iii. In case Performance Security/Installation Security is submitted in the form of Fixed Deposit Receipt (FDR) of a scheduled bank, it shall be in the name of "Jaipur Metro Rail Corporation Limited" and discharged by the bidder in advance. JMRC shall ensure before accepting the Fixed Deposit Receipt that the bidder furnishes an undertaking from the bank to make payment/premature payment of the Fixed Deposit Receipt on demand to the JMRC without requirement of consent of the bidder concerned. In the event of forfeiture of the performance security, the Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit.
- iv. The security deposits shall not carry any interest during the tenure of the license.
- v. Subsequent to acceptance of LoA, by the successful bidder as above, and deposition of Performance Security Deposit & Installation Security Deposit, a demand (invoice) for deposit of first quarter advance license fee shall be raised by JMRC and to be deposited by the licensee within 10 days from issuance of the invoice.
- vi. License agreement on a non-judicial stamp paper of appropriate value as per stamp act, as per format at Annexure –XI shall be executed between the successful bidder and JMRC within 40 days of issuance of LoA. The original copy of the agreement shall be retained by JMRC and the copy shall remain with Licensee.
- vii. The selected bidder shall not be entitled to seek any deviation, modification or amendment in the license agreement.
- viii. Till the signing of the license agreement, the LoA shall form a binding contractual agreement between JMRC and the successful bidder(s) as per terms of this RFP document.
- ix. The cost of stamp duty for execution of license agreement and any other related legal documentation charges / incidental charges shall be borne by the successful bidder only.
- x. JMRC shall retain the right to withdraw the LoA in the event of the successful bidder failsto 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 shall 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. If any request for extension of time for deposition of security deposit shall be made in writing with due justification it shall be sole 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:

Days from date of issue of LoA	Rate of penal charges to be submitted inform of DD/Bankers cheque (Non-refundable)
Up to 30 days	NIL
31 st day to 35 th day	0.1% flat of the approved License Fee of first year as per LoA
36 th day to 41 st day	0.2% flat of the approved License Fee of first year as per LoA
42 nd day to 50 th day	0.5% flat of the approved License Fee of first year as per LoA

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

- xii. JMRC shall have the right to invoke and appropriate the proceeds of the Security Deposits in whole or in part, without notice to the Licensee in the event of breach of this Agreement 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., current/ completion/termination/surrender, against:
 - a. Any amount imposed as penalty and adjustment for all losses/damages suffered by JMRC for any non-conformity with the terms & condition of the agreement.
 - b. Any amount for which JMRC becomes liable to the Government/ Third party due to any default by any employee / agent of the licensee.
 - c. Any payment/fine imposed under the order/judgment of any court/consumer forum or law enforcing Licensee or any person working on behalf of the licensee.
 - d. Any other outstanding JMRC dues/claims, which remain outstanding after completing the course of action as per this License Agreement.
- xv. In case of non-acceptance of LoA or non-deposition of security deposit(s) or non-signing of License Agreement by the successful bidder, even after 50 days of issue of LoA, JMRC may cancel the LoA and may award the contract on H1 rate to the bidder next in the ranking, at its discretion.

4. SPECIAL CONDITIONS OF CONTRACT (SCC)

4.1. OBJECTIVE OF THE LICENSE

- i. To augment non fare revenue of JMRC through advertisements.
- ii. Position Jaipur Metro as a most preferred 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 advertise in Jaipur Metro.

4.2. SCOPE OF LICENSE

- i. The selected bidder shall have exclusive rights to design, install, manage, operate, maintain, market and sell advertising opportunities (entire Branding /colouring plan) in respect of the authorized spaces for Station branding / Semi naming rights of Vivek Vihar Metro Station [Package SB-05] subject to the terms and conditions specified in this RFP document and as per subsequent approval of JMRC.
- ii. The advertisement spaces outside metro properties and visible from road/out-side shall be treated as out-door advertisement, for the purpose of this contract. Whether an advertisement is outdoor advertisement or indoor advertisement shall be decided by JMRC.

- iii. The proposed advertisement spaces shall be furnished by the licensee at its own cost, as per JMRC specifications and the same shall be available for utilization as commercial advertisements as per terms & conditions of the contract. At no stage, installed advertisement panels shall be left vacant. In intervening time, when spaces / panels are not fully utilized, all the advertisement spaces should present a pleasant & aesthetic view and no space shall bear a barren, deserted & shabby look.
- iv. The sites / spaces of metro corridor where advertisement media are placed shall exclusively belong to the JMRC, without creating any right, title or interest of whatsoever nature in the said spaces in favour of the successful bidder. Jaipur Metro shall provide only bare locations for placing advertisement media for advertisement purpose on license basis. The successful bidder shall place advertisement media at its own cost.
- v. Only Licensee or the person authorized by the licensee paying the License fee regularly and adhering to its obligations under the terms and conditions of this RFP document and the consequential License Agreement shall be allowed to place advertisement media for advertisement purpose during the License period.
- vi. The Licensee shall have the right to place advertisement on specified spaces only at the approved locations. The Licensee shall send a written request to JMRC to obtain a written approval before putting any form of advertisement media and JMRC reserves the right to refuse or to suggest an alternation to the same.
- vii. The license herewith granted shall not be construed in any way as giving or creating any other right in favour of the licensee but shall be construed to be only as a license in accordance with the terms & conditions of RFP document.
- viii. The licensee shall display spaces of advertisement media in open market on its determined rates without any restrictions from JMRC.
- ix. JMRC is separately leasing out retail and other spaces at metro stations and the retailers/ other leased spaces lessee / licensee shall have rights for advertisement of their own products on their retail spaces. The licensee, under this contract, shall have no right for advertisement on such leased spaces.
- x. JMRC has also leased out the retails spaces on metro stations. Licensees are allowed to display the name of their business venture. Such displays may be visible from inside and outside of the Metro Station. The licensee in accordance with this RFP shall not have any right on such advertisements.
- xi. The licensee shall have no rights for indoor & outdoor advertisements on/in metro trains and JMRC shall have rights to award such rights to any other Licensee through separate contracts.
- xii. The license granted under this RFP is valid for award of station branding rights for Vivek Vihar Metro Station only (package SB-05). Licensee shall not have any right / claim for award of license for outdoor advertisements for spaces beyond the licensed Metro station and on any upcoming JMRC Metro Stations/corridor.
- xiii. The licensee shall be allowed to change the prefix/ suffix (brand name) to the station name as per their requirement. This can be allowed only for one brand at a time.
- xiv. During the tenure of the license period, the licensee may be permitted to change the brand name, logo at its own cost after approval from JMRC, only once in a year.
- xv. The station name shall remain unchanged in the announcement & signage at the stations and inside metro trains.
- xvi. Colouring of metro station in brand colour should be in tune with and not disturb the aesthetic/ look of the metro station. The branding /display plan hence prepared must be in

compliance to technical parameters of any legal authority /Government directions/EPCA guidelines/directives given by Hon"ble Courts or any prevailing policy.

- xvii. Besides advertisement panels for display advertisements (900 sq.ft.) Coloring/Branding inside the metro station including outer walls of escalators and staircases shall be allowed subject to technical feasibility that shall be counted as indoor advertisement space and shall be charged on prorata basis. No Branding/Coloring inside/outside lift shall be allowed.
- xviii. The retail space shall be used for promotion/selling/advertising of brand used for station naming/ branding only, whereas selling/promotion/advertising of other brand shall not be allowed.
- xix. In case of retail spaces located in paid area, access (Entry/Exit) to limited number of authorized persons/ employee of the licensee to the retail space shall be provided by JMRC through SV-8 card without any cost to the Licensee. Such authorized persons should wear ID card and shall not board in train during such access. The access to the retail space for the installation/ construction workers / supervisors shall also be arranged through SV-8 card by JMRC without any cost to Licensee.

4.3. PRELIMINARY PLAN & NOTICE TO PROCEED (NTP)

- i. Licensee shall submit advertising plan of deployment for advertisement media as per scope of license within 30 days from the date of issuance of LoA for the advertisement spaces identified in the section, indicating the type of media and its format, location of advertisement spaces, material specifications etc. with compliance to existing guidelines or any other applicable policy, statutes, codes, applicable laws. However, Licensee is solely responsible for the compliance of applicable laws. All the advertising sites/panels/media proposed by the Licensee in the plan shall be subject to the approval by JMRC with regard to:
 - a. Operational feasibility,
 - b. Aesthetics,
 - c. Safety & Security Concerns, and
 - d. Road safety
- ii. In the preliminary plan, the licensee shall inter-alia, submit a list of proposed advertisement spaces, their locations, sizes & type of advertisement media, as part of the minimum guaranteed area along with additional area that the licensee wishes to utilize, in the format of Annexure-XV along with other details.
- iii. JMRC shall have the right to approve the Licensee first deployment plan (preliminary plans, specifications and material specifications) with such changes, as it may find necessary and compliance of all such changes and modifications in the first deployment plan / preliminary plans as suggested by JMRC shall be mandatory for the licensee. The Licensee shall submit final deployment plan, Specifications & material specifications and schedule to JMRC within 7 days from JMRC's communication requiring modifications.
- iv. After signing of license agreement, & depositon of advance license fee for the first quarter. Notice to Proceed (NTP) shall be issued by JMRC.
- v. In case the Preliminary deployment plan of advertisement media is not submitted within 30 days from date of issuance of LoA, as mentioned in clause 4.3(i) above, JMRC, at its discretion, may issue Notice to Proceed within 10 days from the date of invoice for advance license fee for the first quarter. In such case the licensee shall have to take approval from JMRC for Preliminary deployment plan of advertisement media before installation/placing the advertisements/Station Branding later on as per clause 4.3(iii). Even after issuance of NTP, the work at site can be started only after approval of JMRC and clearance of all

statutory obligations / requirements. However, the license fee shall be chargeable from the 61st day of issuance of NTP.

- vi. Even after issue of NTP, JMRC shall have the right to suggest changes, as it may find necessary and in compliance to all such changes and modifications in the deployment plan / preliminary plans as suggested by JMRC shall be mandatory for the licensee.
- vii. The Licensee shall be given a license free grace period (moratorium period) of 60 (Sixty) days from the date of issuance of NTP for completion of fabrication and deployment of advertisement media at plan at relevant spaces.
- viii. If any approval is required from any local authority for display of any advertisement, the same shall be the sole responsibility of the Licensee. JMRC may assist in submission of application on written request from the Licensee.
- ix. The locations of the relevant spaces to be reserved for JMRC as per mutual consent shall be communicated to the successful bidder along with the NTP.
- x. One panel of suitable size shall be arranged, operated & maintained by the licensee for JMRC service promotions at both the Entry / Exit gates. The space of these panels shall be over and above the minimum guaranteed space for indoor advertisement, i.e., 900 Sqft.

4.4. RIGHTS AND OBLIGATIONS OF THE LICENSEE

- i. The responsibilities and duties of licensee shall include the following, in addition to and without prejudice to other obligations under this Agreement:
 - a. To obtain due permits, necessary approvals, clearances and sanctions from the competent authorities for all activities or infrastructure facilities;
 - b. To operate and maintain the Licensed Area at all times & conform it with this license agreement;
 - c. To ensure that no structural damage is caused to the existing buildings and other permanent structures at the Metro Station as a result of his activities or any of its agents, contractors, etc.;
 - d. To take all reasonable steps to protect the environment (both on and off the licensed space) and to limit damage and nuisance to people and property resulting from construction and operations, within guidelines specified as per applicable laws and applicable permits;
 - e. To duly supervise, monitor and control the activities of contractors, agents, etc., if any, under their respective License Agreements as may be necessary;
 - f. To take all responsible precautions for the prevention of accidents on or about the site and provide all reasonable assistance and emergency medical aid to accident victims;
 - g. Not to permit any person, claiming through or under the licensee, to create or place any encumbrance or security interest over whole or any part of the licensed space or its assets, or on any rights of the licensee therein or under this agreement, save and except as expressly permitted in this agreement;
 - h. To keep the Licensed Space free from all unnecessary obstruction during execution of works and store the equipments or surplus materials, dispose of such equipments or surplus materials in a manner that causes least inconvenience to the Metro station, commuters or activities of JMRC;
 - i. At all times, to afford access to the licensed space to the authorized representatives of JMRC, other persons duly authorized by any governmental Licensee having jurisdiction over the business at licensed space, to inspect the licensed space and to investigate any matter within their authority and upon reasonable notice;
 - j. To comply with the divestment requirements and hand over the licensed space to JMRC upon termination of the agreement;
 - k. To ensure that no foul/unpleasant smell shall spread out from the spaces of the licensee;
 - l. To ensure that its equipments do not interfere with the function of JMRC's equipments

installed at the metro station. The licensee is advised to obtain prior written consent from JMRC for installing such equipments. However, JMRC reserves the right to refuse installation of the equipments if it is of the opinion that the licensee's equipments shall interfere with the metro installations.

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

4.5. MINIMUM MATERIAL SPECIFICATIONS

- i. The advertising media should be of fire retardant, low smoke and comply with all Indian and International Standards.
- ii. Licensee shall provide advertisement media / panels / fixtures conforming to international standards of high quality advertising comparable to airports and metro of leading nations.
- iii. Jaipur city is prone to high speed winds during summer and monsoon season. In the last one year of operation of Jaipur Metro, having eight elevated stations, winds speeds have been recorded more than 90 Kmph at times. The highest speed of wind ever recorded in Jaipur city is approximately 115 Kmph. The supporting structure for the advertisement panels shall be robust enough to sustain such high speed winds.
- iv. Advertisement panels shall be provided by licensee conforming to the following minimum specifications or its equivalent:
 - a. Framework-SS304
 - b. Internal cables of Fire Retardant Low Smoke type (FRLS) for Elevated & (FRLSZH) for U/G as specified in Annexure-XIII.
 - c. FL tubes for back lighting/illumination with electronic ballast.
 - d. Polycarbonate sheet as cover of GE make or equivalent.
 - e. Advertising media to be made from Fire Retardant, Low Smoke & Zero Halogen material.
 - v. In order to have energy conservation, LED or any other energy saving devices confirming to BEE standards should be used at the advertisement sites. For existing sites, the conservation of energy saving devices may also be carried out.
 - vi. The cost of preparation of the advertisements/ media/inserts shall be borne solely by the licensee. The licensee shall also maintain all the media / inserts and advertisements as per standards indicated by JMRC.

4.6. FACTORS GOVERNING SELECTION OF PERMISSIBLE ADVERTISEMENTS

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

- i. Advertiser is prohibited from carrying information or graphic or other items relating to alcohol and tobacco products.
- ii. Advertiser shall not have objectionable and indecent portrays of people, products or any terms.
- iii. Use of JMRC name, logo or title without prior written permission is strictly prohibited. No co- branding with the Licensor is allowed without prior written permission.
- iv. 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 GoI/GoR.

- v. 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 organizations / 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 of India.
- vi. Installation of digital advertisement panels in the form of LCD/LED panels, video walls or any other format of electronic/digital display is allowed without any audio input/output as part of display advertisement inside station.
- vii. The advertisement of following types of goods/services are strictly prohibited on the Metro Stations:

S.N.	Prohibited products/services for advertisement(Negative list)
1.	Obscene or vulgar
2.	Any advertisement containing messages which are unlawful/illegal or deemed Unlawful under the law of the land.
3.	Any product/Service, the sale/promotion of which is unlawful/illegal or deemed unlawful under the law of the land & guidelines of JMRC

JMRC shall have the right to disallow any display, if the same is fall under the above mentioned categories.

4.7. ELECTRICITY PROVISIONING

- i. JMRC can also provide light and power connection with sub-metering arrangements if technically feasible. In such case, if applied for, electrical connection shall be provided by JMRC with one point at each Entry / Exit at Concourse / Street level and one point on each platform. Further extension of electrical point through cable up to other respective advertisement space shall be done by the Licensee. All the charges for electrical installation and tariff shall be as per Annexure XIII.
- ii. In the above case, considering the stipulated provisions on electric safety at Metro premises, the Licensee shall adhere to Rules and Guidelines for release, upkeep and maintenance of electric power supply as per Annexure-XIII.
- iii. The Licensee voluntarily and unequivocally agrees not to seek any claim, damages, compensation or any other consideration whatsoever on account of time and costs associated in provision of electricity.
- iv. For JMRC advertisements/notifications/other displays at entry/exit of each Metro station, electric supply/connection may be provided by JMRC without any charges.

4.8. HAND OVER OF ADVERTISEMENT SPACE TO JMRC

- i. The space handed over to the licensee under this agreement shall be kept in good condition and maintained properly by the licensee at their own cost. The licensee shall handover physical possession of the vacant advertisement space at the end of the term of the license agreement in good condition, after removing all fixtures, panels & equipment's, to JMRC without damaging Metro Structure except for reasonable wear and tear and acts of God and nature. If the space is not handed over in good condition at the end of contract or on termination of the contract, JMRC reserves the right to seek exemplary damages and compensation.
- ii. Electric cabling and all fixtures / panels provided by licensee shall be handed over to JMRC on completion / termination of the contract after removing all the advertisements. The prefix-suffix name and logo etc. are to be removed on completion / termination of contract. The coloring (Brand Colour) outside the station needs to be removed and shall be handed over to JMRC in original colour of the station as per normal coloring plan of JMRC.

- iii. No lease / sub-lease/ tenancy/sub-tenancy is being created by JMRC in favor of Licensee under or in pursuance of the License Agreement as a result of this RFP and it is distinctly and clearly understood, agreed and declared by and between the parties hereto that:
- a. That the Licensee shall not have or claim any interest in the said spaces as a Licensee / tenant / sub-tenant or otherwise;
 - b. That no right as a tenant/ sub-tenant or otherwise is purported is intended to be created or transferred by JMRC in favour of the Licensee in respect of the said spaces, except to carrying out their activities over the licensed space under this License Agreement and;
 - c. That the rights, which Licensee shall have in relation to the said spaces, are only those set out in this agreement;
 - d. The relationship between JMRC and Licensee in accordance with 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 parties. Furthermore, no relationship in the nature of partnership or association of persons is hereby being created or intended to be created between JMRC on the one hand and Licensee on the other hand in connection with and/or relating business to be operated by licensee at the said spaces.
- iv. That if the licensee fails to vacate the licensed spaces within a grace period of 15 days of termination / expiry of the agreement, the licensee shall be deemed to be an unauthorized occupant in the said spaces and its performance security deposit shall be forfeited. Besides this, JMRC may take over the advertisement media and may remove the same at the risk and cost of licensee.
- v. The working site is required to be cleared off all the material and debris before leaving the site after expiry/termination of contract. Repair to damages like concreting, plaster and paint work to JMRC assets shall be done by the Licensee after removal of fixtures.
- vi. The refundable security deposits shall be refunded after getting the No Dues Certificate, from Civil Department, Traction & EM Department (O&S) and Revenue Section (Corporate Affairs) of JMRC regarding proper handover of the vacant space(s).

4.9. OTHER TERMS & CONDITIONS

- i. The GCC (General Conditions of Contract) / SHE Manual (Safety, Health & Environment manual) of JMRC as available on JMRC website www.jaipurmetrorail.in, are part to this RFP document and are applicable as a whole on this RFP process & pursuant to the license 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 website of JMRC.
- ii. The Licensee shall ensure safety and security of the advertisement media and other related installations. JMRC in any case shall not take any responsibility. However, in the event of any theft or loss of any nature, the licensee shall indemnify and keep JMRC indemnified for any losses on this account.
- iii. The Licensee shall use the spaces marked, only for the purpose indicated in this agreement and for no other purpose whatsoever. Any Change in usage may be permitted only on approval of the competent authority of the Licensor. JMRC reserves right to penalize the Licensee up to **Rs. 5000** (In addition to the applicable license fee) for every occasion, where there has been misuse of the spaces.
- iv. The advertising rights for panels shall vest with the licensee only. Any person willing to advertise in the above mentioned panels shall have to deal directly with the licensee and JMRC shall have no dealing in this regard. At no time sub-licensing of the rights for the advertisement to other advertising agencies / outdoor agencies, out of home advertising agencies, etc. shall be permissible under this agreement.

- v. No permanent interests or lien of whatever nature is allowed to be created on the advertising spaces and advertising panels fabricated, installed & commissioned.
- vi. This license contract does not entitle licensee or its representatives to have any free access to the paid/ concourse / platform area or to the paid parking area. Entry / Exit in paid area of stations shall be chargeable as per applicable policy through JMRC smart card with ID proof.
- vii. Sub-letting/sublicensing of the contract is not permissible.
- viii. All terms and conditions indicated in this agreement shall also be applicable for the additional panels/spaces offered and accepted by the licensee.
- ix. A fine of Rs. 5,000 per offence / per occasion / per week (In addition to the applicable license fee) can be imposed by JMRC on the Licensee on account of following offenses:

a.	Any staff of licensee found in drunken condition/indulging in bad conduct
b.	Any staff of the licensee found creating nuisance on duty.
c.	Improper maintenance & defacement of the Metro property.
d.	Dishonor of cheques and drafts submitted by licensee to JMRC.
e.	Misbehavior with staff and commuters of JMRC by any staff of licensee.
f.	Not following safety and security norms as may be indicated by authorized representative of JMRC.
g.	Installing advertisements at locations other than that approved by JMRC

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

movement.

- xiv. Apart from Municipal /advertisement taxes, all other taxes including GST & all other statutory dues, where applicable, shall be borne solely by the licensee without any contest. The selected bidder indemnifies JMRC from any claims that may arise from the statutory authorities in connection with this license.
- xv. The selected bidder shall not ask for any claim or compensation from JMRC if advertisements are not permitted due to court order / local laws / civil authorities.
- xvi. The maintenance / repairs of all advertisement inserts and the panels handed over shall be borne solely by the licensee. The replacement of bulbs, electrical chokes, other electrical parts and also other components of all advertisement panels shall be done by licensee as per directions and standards specified by the authorized representative of JMRC.
- xvii. Licensee shall keep and maintain the advertisement media / panel, etc., in safe and sound manner during all the time of contract period. Any defective, weak or corroded structure should be replaced immediately with new proper structure after due certification from reputed Licensee / JMRC to ensure safety of JMRC commuters.
- xviii. Licensee shall ensure that all electrical wiring, power outlets and gadgets used is maintained properly, guarded against short circuits / fires. The instructions of JMRC's electrical inspectors/ authorized representative shall be complied with by the licensee at its own cost.
- xix. The licensee agrees to pay license fees and all dues during the currency of license agreement, even if any or all the panels are not functional / utilized or has/ have been dismantled for repair or upkeep etc. The Licensee agrees that in the event of such dysfunction of the panels, the licensor shall not be liable to pay any compensation to the licensee.
- xx. The licensee shall indemnify JMRC from / against any claims made or damages suffered by JMRC by reason of any default on the part of the Licensee in the due observance and performance of the provisions of any law which may be related to the purpose of this agreement and to the area in which spaces are located.
- xxi. The licensee shall ensure that personnel (including outsourced Licensee staff, if any) deployed in connection with provisioning/ maintenance / replacement of advertisement media behave decently and courteously on JMRC premises and indulge in no act that may adversely affect the reputation of JMRC.
- xxii. 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.
- xxiii. The licensee shall ensure that it does not in any way impinge on the safety and security of metro operations, passenger safety, commuter's convenience, safety of metro properties and its assets.
- xxiv. The licensee must ensure that all the advertisement media follow similar framing pattern (standard) as per the approval of JMRC.
- xxv. That the area surrounding advertisement location shall be kept in good condition and maintained properly by the licensee at own cost. The advertisement media are to be kept in proper condition and any damaged advertisement media is to be removed from the location.
- xxvi. The Licensee shall nominate manager(s)/supervisor(s) whose scope of services shall be as follows:
 - a. To interact with nodal representative of JMRC to bring clarity in understanding of spaces, to

- coordinate and implement decisions taken.
- b. Supervise the operations in the said spaces/equipments.
 - c. Adhere to the quality standards as applicable to the said installations.
 - d. To be responsible for cleanliness and hygiene in the said Spaces and to ensure at the services are conducted in clean, proper and efficient manner.
 - e. To ensure that fire detection and suppression measures were installed inside licensed spaces and kept in good working condition.
- xxvii. The metro operations, safety & security are to be given top priority. All installation activities are to be carried out with extra precautions and under the supervision of its responsible executive and advance intimation to nodal officer of JMRC.
- xxviii. In exceptional circumstances, JMRC reserves the right to change the location of advertisement media at any time and may at its discretion call upon the licensee to shift the advertisement media to an alternative space. In such a case, the licensee shall be bound to shift the advertisement media immediately and accept the said alternate location identified on the corridor.
- xxix. The advertisement media should be installed as per the plan approved by JMRC for the purpose. The installation activities and material shifting is to be arranged by the successful bidder through cranes/loader, etc. For regular maintenance, the loaders, cranes, etc. are to be arranged by the successful bidder only.
- xxx. JMRC shall not be responsible in any way for loss or damage by any means caused to the Licensee's equipments, advertisement boards/panels, frames & fixtures etc.
- xxxi. The licensee shall comply with all applicable rules and regulations and instructions issued from time to time while occupying the allotted Space. JMRC shall be free to take action against the licensee for violating the same.
- xxxii. The licensee shall ensure that due care is taken under skilled supervision during installation / maintenance of advertisement media and associated equipments so that no damage is caused to JMRC assets or spaces.
- xxxiii. The advertisement spaces shall be handed over by JMRC on "as is where is" basis. That the Licensee shall have to make panels, frames fixtures etc. as per requirements. The Licensee shall install its own fixtures and equipments in the said spaces after obtaining all necessary approvals from JMRC, permissions and licenses from statutory authorities, wherever required, at its own cost and expense.
- xxxiv. Licensee shall 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 complied in this regard.
- xxxv. JMRC reserves the right of refusal for installation of the display panels if it is of the opinion that the Licensee panels shall interfere with the metro installations & road traffic.
- xxxvi. In case of any damage to JMRC property during installation, for actual costs whatsoever for restoration to its original condition shall be recovered from installation security deposit & performance security deposit of the Licensee and same shall not be challenged in any manner.
- xxxvii. Any damage to JMRC assets during execution and operation of this contract shall be the responsibility of the Licensee and shall be rectified by the Licensee at its own cost on top priority with intimation to JMRC. Failure to comply the same in reasonable time may attract penalty to age Licensee @ 10 times of the maintenance cost or more as assessed by JMRC as per site condition.
- xxxviii. Activities by Licensee during execution and maintenance of this contract may harm or cause accident to public and commuters of Jaipur Metro, it shall be the sole liability of the Licensee. The licensee shall indemnify JMRC from/against any claims in such incidence.
- xxxix. JMRC Employees and / or personnel authorized by it / Fire Officer / Electrical Inspector/

authorized personnel shall have unfettered access to the advertisement Boares/panels/frames/ Fixtures etc, for inspection / checking of electrical safety, fire detection and suppression measures etc. The instructions issued by the JMRC's fire officer/ electrical inspector/ authorized personnel shall be obeyed fully without any demur. Any costs associated with carving out the instructions of the authorized personnel of JMRC shall be borne solely by the licensee.

- xl. That the overall control and ownership of the metro spaces shall remain vested with JMRC who shall have the right to inspect spaces as and when considered necessary, with respect to its bonafide use and in connection with fulfillment of the other terms and conditions of the license agreement. If any fixture or utility relating to operation of metro rail is running through the area licensed, proper precautions, as advised by JMRC shall be taken care by licensee. The loss due to obstruction so caused on the business of the licensee shall not be borne by JMRC.
- xli. The licensee shall submit details along with contact numbers of their authorized representative(s) who shall be available at the advertise locations a short notice for inspection of advertisement spaces including measurement of area. In the absence of licensee's representative, inspection shall be carried out by JMRC and it shall be final and binding upon the licensee. If during inspection, the area of advertisement space is found to be at unapproved location or more than the approved area, it shall be treated as unauthorized occupancy. The license fee of such unauthorized occupancy shall be charged at double the rate of that rate of media from the first day of that quarter or from the date of previous inspection in which the space was found as per approved plan, whichever is later and shall be charged till a vacation certificate of that unauthorized occupancy from the concerned nodal officer of JMRC or his authorized representative is submitted to JMRC or the unauthorized space is approved from the JMRC, whichever is later.
- xl.ii. Licensee shall submit to JMRC the quarterly statement of approved area as well as actual area utilized for advertisement at each station and location for each category. JMRC shall get verified the same with the authorized representative of JMRC. If the actual area utilized for advertisement at any station is found to be more than the approved area, the license fee shall be charged for actual area utilized at double rate for whole month.
- xl.iii. The Licensee shall not encroach upon the common areas / circulating areas or any other space, and restrict his operation to within the area licensed. In case, the Licensee encroaches upon the common area/ Circulating area or any other space then a fine/compensation @ Rs. 500 on the first occasion, Rs. 2000 on the second occasion and Rs. 3000 on the third occasion & thereafter shall be imposed by JMRC.
- xl.iv. Licensee shall be allowed to Advertise/ Sale of client's Goods & Services from the retail space provided in this package. The Licensee is not allowed to use the retail space for selling of products or services of any other brands which do not belong to the client.
- xl.v. Licensee shall ensure a high standard of hygiene and cleanliness so as to create a very clean and healthy environment around metro corridor and enhance JMRC image. Any physical damage or injury to the commuters or passers-byes due to lapses on the part of the Licensee shall be the sole responsibility of the Licensee only and JMRC shall have no legal obligations or liability towards the injured.
- xl.vi. The licensee shall have to maintain all the advertisement inserts in proper, neat and clean condition during the currency of the contract. The advertising media should be of fire retardant low smoke / zero halogen material and of international standards.
- xl.vii. The said spaces, which have been authorized for advertisement to the Licensee under this agreement shall be kept in good condition and maintained properly by the Licensee at its own cost. If the property is not handed over back in good condition as required under this agreement, JMRC reserves the right to seek exemplary damages and indemnification.
- xl.viii. The Licensee shall be allowed to carry out any alterations or renovations within the

demarcated space but without, in any way, altering or damaging the main/shell structure of the said spaces. The Licensee is supposed to take prior written approval from JMRC through a written notice prior to commencement of any alteration works if necessary. JMRC reserves the right to ask for and review the renovation, plan/drawings before providing consent.

- xlix. The Licensee shall be responsible for the cost so removing debris from the space and shall be responsible for all damage to the common areas of the complex like flooring, during the process of alteration. Any special cleaning or drain clearance necessary as a result of the alteration works and any other costs incurred by JMRC including any extra security costs, which are caused by, or in connection with, the works shall also be on the Licensee account. The occupant shall have to bear the cost of the damage plus service charges. However before incurring any such costs the occupants shall be briefed on the requirements by JMRC.
1. The pipe & cables (Electric Cables, OFCs, LCX Cables & RF Cables, etc.) to be used in provisioning advertisement space shall be manufactured from fire retardant, low smoke, zero Halogen material and shall meet all the requirements specified by relevant international standards and conforming to infrastructure / installation practices as required in Metro rail network.
- li. Successful bidder shall be charged for the minimum guaranteed area whether fully utilized or not or the actual utilized area whichever is higher.
- lii. Each metro pillar has numbers marked on it. It shall be the responsibility of the Licensee to get printed the Pier numbers again in case its advertisement unit hides the already marked pier number. This shall be done to the satisfaction of JMRC.
- liii. JMRC shall have rights to place display of QR scan code etc. at cash counter along with name / logo of payment gateway / service provider etc.
- liv. JMRC shall have rights to place signage for feeder services/ retail inside station & place display of operation/ safety instructions and mandatory display as per Government directions, as applicable. This may include display for details of feeder service fare & operator details.

4.10. DURATION OF LICENSE PERIOD/ AGREEMENT

- i. The tenure of the exclusive advertisement rights through license agreement as prescribed in this RFP document will be for 7 (Seven) years and extendable up to next 3(three) more years on mutual consent basis and on existing terms & conditions from the date of 61st day of issuance of initial NTP except that the agreement may also be terminated earlier in accordance with the terms & Conditions of this RFP.
- ii. There will be an initial lock-in period of 1 (One) year for the licensee before which it cannot surrender the license failing which its security deposits and advance License fee shall be forfeited by JMRC.
- iii. The license period for additional advertisement space handed over / allotted during the currency of the contract will also be co-terminus with original license period unless the additional advertisement space is surrendered earlier or it is altered for a shorter period.
- iv. The tenure of contract shall be extended after initial period of 7 years subject to deposition of Performance Security Deposit equal to Six months license fee of the 8th year. The amount of performance Security shall be increased at the end of every year on a compounding basis to ensure that the quantum of Performance Security is maintained equal to the license fee payable by Licensee to JMRC in the immediate next 6 (six) months, for which Licensee shall be required to either replenish the existing Performance Security with the increased amount or provide Performance Security of the increased amount before 30 (thirty) days of the expiry of original Performance Security. It is to be ensured that the performance security shall remain valid upto 9 (nine) months beyond the date of completion of the license agreement.

4.11. VARIATION IN THE ADVERTISEMENT SPACE

- i. The advertisement spaces identified in the table at Annexure-XV are indicative and the Licensee may suggest different sizes at the same locations or the adjacent locations and the Licensee may plan outdoor/Indoor advertisements as per market demand which shall be agreed by JMRC subject to technical feasibility and availability of the space.
- ii. It is clarified that the licensee may demand for additional advertising spaces inside/outside the Metro Stations in addition to the allowed area in the package. JMRC may allow the same with applicable charges, subject to feasibility.
- iii. JMRC at its sole discretion may withdraw any of the advertisement location for any requirement for the safety of the passengers and smooth functioning of the metro operations, or for any other reasons. In such cases alternate sites may be provided to the Licensee. In the event the licensee does not opt to choose the alternative location, there will be a pro-rata reduction in License Fee, and the licensee shall not have any further /claim compensation in this regard.
- iv. In case JMRC is not able to provide the minimum guaranteed space or part thereof due to technical feasibility or any other reason, the chargeable license fees shall be reduced by Rs. 150 per sqft./month from the total package fees.
- v. If the licensee is desirous of taking up additional space over and above the minimum guaranteed space, after issuance of NTP & revising already approved plan for additional advertisement spaces, at any particular location / site/ section/ station, the same may be accepted by JMRC subject to technical feasibility and availability of space. In such case, the Licensee shall submit the plan of the additional area for approval of JMRC once in a month only. In case the additional space is taken for a short duration (up to 1 year), it shall be charged from the date of handing over/ approval of additional area. If such additional area is taken for more than 1 year duration, it shall be charged from 11th day from the date of handing over/ approval of additional area. The additional area shall be charged on pro-rata basis for the license period, irrespective of its utilization.
- vi. If the licensee is desirous to surrender the additional advertisement area, i.e., over and above minimum space, the licensee shall submit the plan for withdrawal of advertisement area. Such plans shall be submitted at a frequency not more than once in a quarter and in one lot of minimum variation of 100 sqft of advertisement area. The license fees shall be reduced from the actual date of removal of the advertisement media subject to minimum chargeable licensee fee.
- vii. If JMRC utilizes the vacant area chargeable to the licensee, for its own use or for government advertisements, the chargeable amount shall be reduced accordingly for that period of time. However, such utilization will be restricted up to a maximum of 10% of the estimated advertisement space of respective section.

4.12. STATUTORY OBLIGATIONS/INDEMNITY AND INSURANCE

- i. The licensee shall indemnify JMRC from / against any claims made or damages suffered to JMRC by reason of any default on the part of the licensee in the due observance and performance of the provisions of any law which may be related to the purpose of this agreement and to the area in which spaces are located.
- ii. The Licensee hereby undertakes to indemnify and hold JMRC harmless against all costs, damages, liabilities, expenses arising out of any third party claims relating to non-completion of the Fit-out; quality of the Fit-out and the construction/construction activities.
- iii. JMRC shall 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. The licensee shall indemnify JMRC from / against such claims.

- iv. The corporation shall 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 shall bear the cost, throughout the term of the License, for a comprehensive general liability insurance covering injury or death of any person(s) occurring in the said spaces, including death or injury caused by the sole negligence of the licensee/ its vendor or licensee's failure to perform its obligations under the agreement.
- vi. The licensee shall submit, suitable evidence of foregoing insurance policy(s) are in effect if demanded by JMRC. In the event of the default, i.e., avoiding the insurance cover or otherwise, the Licensee agrees and undertakes to indemnify and hold JMRC harmless against any and all liabilities, losses, damages, claims, expenses suffered by JMRC as a result of such default by the Licensee.
- vii. The advertisement media on metro corridor and advertisement on it (except those installed by JMRC) shall conform to every applicable requirement of law or duly constituted authority relating to the Licensed Spaces. The Licensee shall comply with all such requirements at its own risk and expense, during the term of the contract. The Licensee shall comply with all applicable statutes, ordinances, rules and regulations of central, state governments, municipal bodies and all applicable. The Licensee shall also comply with all rules and regulations under the Metro Railways (Construction of Works) Act, 1978 and Metro Railways (Operation and Maintenance) Act, 2002 and instructions issued from time to time from 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 contract (either in force at present or may be applicable in future by a competent order / notification) shall 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 shall 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 shall 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 are imposed on JMRC due to non-availability of any such approval(s), the same shall be recovered from the security deposit of the licensee and licensee shall reimburse the security deposit to that extent **within 30 days of such debit by JMRC.**
- x. The licensee shall ensure that all the advertisement panels do not obstruct the traffic. If any direction is received from traffic police/Govt. authorities for removal of such Media/Boards/panels, the same shall be obeyed and followed by the Licensee.
- xi. The licensee shall 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/Rules. Failure to comply these acts/Rules shall attract penalty as per the provisions. Licensee shall indemnify JMRC for any loss and damages

suffered due to violation of its provision.

- xii. The licensee shall undertake to discharge all statutory obligations and liabilities in connection with employment of its personnel in the said spaces. Licensee shall indemnify JMRC against any liability arising in connection with the employment of its personnel related to the said spaces.
- xiii. The licensee shall indemnify JMRC from any serious accident caused due to negligence of the Licensee, resulting injury, death to commuters or JMRC employees or any third party or any 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 and charges for additional advertisement space & retail space shall be @ 6 % per annum on annual compounding basis.
- ii. The successful bidder shall be liable to pay license fee for the semi naming, advertisement rights/Retail space(s) of minimum guaranteed area or the actual area utilized whichever is higher.
- iii. The area to be charged shall be actual panel/board display area, excluding any border or width of framework. In case of cylindrical or other innovative advertisements, the chargeable area shall be the surface area of the advertisement space (e.g., for cylindrical pier wrapping, the area shall be calculated as $2\pi rh$).
- iv. The license fee shall be chargeable after a grace period (moratorium period) of 60 days from the date of issuance of Notice to Proceed (NTP), even if more time is required by the licensee to complete installation & fabrication activities or even if the licensee has started advertising within 60 days.
- v. The licensee shall be charged for the minimum guaranteed space or the space mentioned in NTP/approved plan, whichever is higher from the 61st day of issuance of NTP, even if the licensee is not able to sell that much space for advertisement.
- vi. The Advance License Fee for the first quarter including all other recurring charges shall be paid within 10 days from issuance of such demand/invoice.
- vii. If the initial License fee date, i.e. 61st day of the NTP, commences after the 1st day of the month of the first quarter, then the License fee for the first quarter shall include the license fee of the license days of first month and the license fees of next 3 months to match the respective financial quarter, which shall be calculated on pro-rata basis. Subsequent to align with financial year, next invoices for the License fee shall be raised on a pro-rata basis for the remaining quarters of the financial year.
- viii. 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 proceeding the quarter without waiting for formal invoice from JMRC.**
- ix. The charges for additional advertisement space allocated after NTP shall be payable as per relevant provisions of "Variation in the Advertisement space" clause (4.11).
- x. In case of delay in payment of license fee and other charges interest @ 1% per month shall be calculated on the outstanding amount for delay up to 15 days and @ 2% per month for entire period in case of delay of more than 15 days. The interest shall be calculated for number of days of delay as per applicable monthly interest rate.
- xi. Any delay in payment beyond 30 days shall be considered as a default and such third default may result in termination of this license agreement at the discretion of JMRC.

- xii. In addition to license fee etc., Licensee is liable to pay necessary GST and all other central & state government taxes as applicable from time to time.
- xiii. 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 shall not be consideration for delayed or non-payment of dues and may be treated as a breach of agreement.
- xiv. In case payment is not made by due date, a 7 days reminder notice to clear outstanding dues shall be issued. For delay of more than 15 days, a caution notice shall be issued to clear all the dues with interest within 15 days. Delay of more than 30 days, shall be considered 1st event of default and a 3 month termination notice shall be served.
- xv. Any representation or any request by the licensee shall only be entertained if the licensee deposits 100% dues as per issue / demand within termination notice period with applicable interest. No opportunity shall be given in the matter after expiry of termination notice and the contract shall be liable to be terminated.
- xvi. In case of payment of license fee electronically (NEFT/RTGS/ECS), the licensee shall intimate to JMRC in the format prescribed at Annexure-XIV in this RFP document, within seven days of making such payment(s) for reconciliation purpose(s).
- xvii. If any stage, the dues remain outstanding for the period of more than three four months, the license agreement shall be terminated.
- xviii. Normally the maximum size of the advertisement media shall be as per the approved plan/schedule given in the RFP/NTP. If the display size of the advertisement media is different from the area given in the approved plan/RFP document, the license fee and other recurring charges shall be payable for the actual advertisement area on pro rata basis.

4.14. SUSPENSION OF LICENSE

- i. If, the license is temporarily suspended by the JMRC for any reason whatsoever, the corporation shall convey temporary suspension of the license in writing to the Licensee for which period, the Licensee shall fully or partially stop its activities as advised by JMRC.
- ii. Due to the suspension period, 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 document.
- iii. If the license is suspended by JMRC for a period of more than 3 months, the Licensee may seek termination of contract from JMRC without any obligation on both sides.

4.15. BREACH OF THE CONTRACT/LICENSE AGREEMENT

- i. The licensee shall abide by the terms and conditions of this RFP document 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 license agreement (in full or part) in the event of such breach.
- ii. Any notice required to be served to 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. Notice period given under this agreement shall be counted from the date of delivery at address (as per receipt of notice by either side).

4.16. TERMINATION OF CONTRACT/LICENSE AGREEMENT

- i. JMRC reserves the right to terminate the License Agreement by giving 3 (three) months advance notice in writing to the Licensee, without assigning any reason thereof. During the notice period, Licensee shall continue to provide its services. On the termination of the license agreement, the Licensee shall pay license fee to the JMRC for the notice period. In this instance, the advance performance security deposit and advance license fee deposited with JMRC shall be refunded after adjusting the dues, if any.
- ii. The Licensee shall have the right to terminate the License Agreement during the term by giving 3 (Three) months advance notice in writing of its intentions after initial lock-in period of 1 year. In such case, the advance performance security deposit shall be refunded after payment of the license fee dues, if any.
- iii. Termination of license agreement within the initial lock-in period of one year shall not be allowed by JMRC. However, the licensee is permitted to give notice for termination of the License Agreement within initial lock-in period of 1 year. In such case the licensee shall give minimum 6 (six) months prior intimation (after successful completion of six months of contract) to JMRC before completion of defined lock-in period of one year. (e.g. In case lock-in period is of 1 year, prior intimation shall be given after 6 months of the contract). In such a case, the advance performance security deposit shall be refunded after payment/adjustment of the license fee and dues, if any. On expiry of the said period the Contract / License Agreement shall be terminated by JMRC by issuing a termination order.
- iv. In case, the termination notice is not given as above, the advance performance security deposit and advance license fee will stand forfeited in favor of JMRC, adjustment of outstanding dues if any, payable to JMRC, shall be made separately,
- v. If the Licensee is desirous of terminating the license after expiry of lock-in period without serving any prior intimation or shorter intimation of less than 3 months, the Contract/License Agreement shall be deemed to be terminated on completion of such improper intimation period. In such case, the advance performance security deposit shall be refunded to the Licensee after adjustment of license fee for the period shorter than 3 months notice period, after adjustment of outstanding dues, if any.
- vi. The Contract/License Agreement shall be deemed to be terminated on the date mentioned in termination notice, subject to confirmation by JMRC. Only on submission of the "no dues certificate" issued by the authorized representative of the JMRC.
- vii. In any of the above case(s), balance outstanding dues, if any, are greater than advance Performance Security Deposit, shall be recoverable from the licensee before licensee is permitted to remove their establishment(s) or else JMRC shall 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.
- viii. Notwithstanding any other rights and remedies provided elsewhere in the Contract / License Agreement, on termination of this Contract:
 - a) Neither party shall 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, all the outstanding dues of the other party within seven working days of Termination of this Contract, 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 during the contract and after termination of this Contractor.
 - d) The expiration or termination of the Contract / License Agreement for any reason

whatsoever shall not affect any obligation of either party having accrued under the Contract / License Agreement prior to the expiration or termination of the Contract. 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 / License Agreement.

- ix. This License Agreement shall stand terminated by the effect of efflux of time, after expiry of 07 (Seven) years from the commencement of the License; or after expiry of the extended period which may be up to 03 (three) more years; as provided in clause 1.2 (xx) of this RFP document.
- x. This License Agreement shall be liable to be terminated by JMRC in case of breach of terms & conditions and or any other grounds/reasons after giving a one month (01 month) termination notice to the Licensee. For the termination notice period too, the Licensee shall be under obligation to pay License fee and any other dues which he is otherwise liable to pay under this RFP. The effect of any termination under this RFP shall be as mentioned in clause 4.16 (vii & viii) and at other places in this RFP.
- xi. In case it is found that the Licensed spaces are being used for prohibited practices as mentioned in clause 4.17 of this RFP document, illegality, any act or omission endangering the security of JMRC/State/Public and sovereignty of the state, the Licensor i.e. JMRC, retains the right to terminate the License with immediate effect without giving any notice as mentioned in the earlier clauses.
- xii. The licensee shall vacate the licensed space by taking away all its fixtures/panels/boards/articles and hand over the licensed space to authorized officer of JMRC before last date of termination notice otherwise JMRC shall have the right to seize these material. Unauthorized occupancy charges shall be levied after 15 days grace period from the date of termination order.

4.17. PROHIBITED PRACTICES

- i. The bidders and their respective officers, employees, agents and advisers shall adhere to the highest standard of ethics during the selection process. Not with standing 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/License agreement, 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 the security deposit and appropriate the EMD 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 Bid.
- ii. Without prejudice to the rights of the authority under clause 4.11 (i) here in above 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 will 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 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. DISPUTE RESOLUTION & JURISDICTION

- i. Save where expressly stated to the contrary in this Agreement, any dispute, difference, claim or controversy of whatever nature between the Parties, howsoever arising under, out of or in relation to the License Agreement, shall in the first instance be attempted to be resolved amicably in accordance with this Clause. The representatives from senior management of the Parties agree to use their best efforts for resolving all disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute. Such representatives shall meet at the earliest mutual convenience and in any event within 15 (fifteen) days of such reference to discuss and attempt to amicably resolve the Dispute.
- ii. The provisions of this Agreement and the transaction shall, in all respects, be governed by, and construed in accordance with the laws of India.
- iii. The Courts at Jaipur shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with this Agreement.

4.19. FORCE MAJEURE

- i. **Force Majeure Event:** Any of the following events (beyond the control of parties) which has materially impaired the performance of this Agreement/Project shall constitute a Force Majeure Event:
 - a) Earthquake, flood, inundation, landslide;
 - b) Storm, tempest, hurricane, cyclone, lightning, thunder or other extreme atmospheric disturbances;
 - c) Fire caused by reasons not attributable to the Licensee;
 - d) Acts of terrorism;
 - e) War, hostilities (whether war be declared or not), invasion, act of foreign enemy, rebellion, riots, weapon conflict or military action or civil war;
 - f) Pandemic, Endemic and lockdown due to any reasons beyond the control of both the parties.
 - g) Any other similar act / things beyond the control of the Parties; and Due notice of the Force Majeure Event is deemed to be given to each parties as required upon occurrence of a Force Majeure Event, the Licensee shall as soon as possible, take all necessary actions to cure the Force Majeure Event at its own cost and expense.

ii. **Notice of Force Majeure Event:** As soon as practicable and in any case within 15 (fifteen) days of the date of occurrence of a Force Majeure Event or the date of knowledge thereof, the Party which is rendered wholly or partially unable to perform any of its obligations under this Agreement because of a Force Majeure Event (the "Affected Party") shall notify the other party of the same, setting out, inter alia, the following in reasonable detail:

- a) the nature and extent of the Force Majeure Event;
- b) the estimated period for which the Force Majeure Event is expected to last;
- c) the nature of and the extent to which, performance of any of its obligations under this Agreement is affected by the Force Majeure Event;
- d) the measures which the Affected Party has taken or proposes to take to alleviate/mitigate the impact of the Force Majeure Event and to resume performance of such of its obligations affected thereby; and
- e) any other relevant information concerning the Force Majeure Event, and /or the rights and obligations of the Parties under this Agreement.
- f) Details of Insurance taken if any.

iii. **Performance of Obligations**

The Affected Party shall be excused from performance of such obligations to the extent it is unable to perform the same on account of such Force Majeure Event provided that:

- a) Due notice of the Force Majeure Event has been given to the other party;
- b) Upon occurrence of a Force Majeure Event, the Licensee shall as soon as possible, take all necessary actions to cure the Force Majeure Event at its own cost and expenses;
- c) The excuse from performance shall be of no greater scope and of no longer duration than is necessitated by the Force Majeure Event;
- d) There shall be no Termination of this Agreement due to Force Majeure Event;
- e) Where the Licensee is the Affected Party, the various deadlines set forth in this Agreement and the License Period shall be extended by the period for which such Force Majeure Event shall subsist.
- f) Where the Licensee is the Affected Party, it has taken all reasonable efforts to avoid, prevent, mitigate and limit damage, if any, caused or is likely to be caused to the facilities in the said Metro Station as a result of the Force Majeure Event and to restore the facilities in the said Metro Station, in accordance with the Good Industry Practice and its relative obligations under this Agreement;
- g) When the Affected Party is able to resume performance of its obligations under this Agreement, it shall give to the other Party written notice to that effect and shall promptly resume performance of its obligations hereunder, the non-issue of such notice being no excuse for any delay for resuming such performance;
- h) The Affected Party shall continue to perform such of its obligations which are not affected by the Force Majeure Event and which are capable of being performed in accordance with this Agreement; and
- i) Any insurance proceeds received by the Licensee shall be entirely applied to payment of all dues to JMRC first and then repair, replace or restore the assets damaged on account of the Force Majeure Event, in accordance with Good Industry Practice, unless otherwise agreed to by JMRC.

ANNEXURE – I

CHECKLIST

(Bidder shall ensure submitting the checklist appended below along with the bid submission dully sealed & signed by the authorised signatory of the bidder)

PART-A: TECHNICAL BID

S. N.	Document Type	Document Format	Document submitted	Referenced Page. No. of the bid proposal
1	Check List	This check list duly checked/filled and signed.	Yes / No	
2	Letter of the Bid	as per the format specified at Annexure-II (in PDF Format)	Yes / No	
3	Tender Fee	Scanned copy of Demand Draft/ Banker's Cheque (in PDF Format)	Yes / No	
4	RISL Processing Fee	Scanned copy of Demand Draft/ Banker's Cheque (in PDF Format)	Yes / No	
5	Bid Security	Scanned copy of Demand Draft/ Banker's Cheque/Bank Guarantee (in PDF Format)	Yes / No	
6	Details of Bidder (in case of Consortium Bidder, Form to be submitted for each member)	as per the format specified at Annexure-III (in PDF format)	Yes / No	
7	Certified copy of Certificate of registration/ incorporation as applicable to legal status of the Bidder. Copy of bank statement of last 3 financial years ending on March 31, 2022 (in case Bidder is a Proprietorship Firm) (in case of Consortium Bidder, documents to be submitted for each member)	Scanned copy of documents (in PDF format)	Yes / No	
8	Certified Copy of GST Registration, PAN Card and EPF registration (if applicable) or self declaration if EPF is not applicable	Scanned copy of documents (in PDF format)	Yes / No	
9	Power of Attorney for Signing Authority	as per the format specified at Annexure-IV (in PDF format)	Yes / No	

S. N.	Document Type	Document Format	Document submitted	Referenced Page. No. of the bid proposal
10	In case bidder is a Consortium/JV, Power of Attorney for Lead Member of Consortium/ JV	as per the format specified at Annexure-V , if applicable (in PDF format)	Yes / No	
11	Self-Declaration of No Blacklisting or Debarment	as per the format specified at Annexure-VI (in PDF format)	Yes / No	
12	Anti-Collusion Certificate	as per the format specified at Annexure-VII (in PDF format)	Yes / No	
13	Technical Eligibility Certificate/(s)	as per the format specified at Annexure VIII (in PDF format)	Yes / No	
14	Declaration of Acceptance of Terms & Conditions of the RFP	as per the format specified at Annexure-IX (in PDF format)	Yes / No	
15	Financial Eligibility	as per the format specified at Annexure-X (in PDF format)	Yes / No	
16	Memorandum of Understanding between Consortium Members	as per the format specified at Annexure-XVI (in PDF format)	Yes / No	
17	Copy of RFP Document sealed and signed by Authorised Signatory of Bidder	PDF Format	Yes / No	

Financial Bid (the “**Financial Bid**”) shall consist of the following document:

S. N.	Document Type	Document Format
1	Financial Bid	As per the format specified at Financial Bid Form (BOQ) (format available at www.eproc.rajasthan.gov.)

For and on behalf of :

(Name of the Single Entity Bidder/ each member in case of JV/Consortium Bidder)

Signature (Authorized Signatory) :

Name of the Person:

Designation :

Seal of the Bidder :

Date :

Place :

Letter of the Bid

Ref.

Dated:

To

The Executive Director (Corporate Affairs)

Jaipur Metro Rail Corporation Limited
Admin Building, Metro Depot, Bhriгу Path
Mansarovar, Jaipur, Rajasthan – 302020
Email: edca@jaipurmetrorail.in

Sub: Licensing For Station Branding/Semi Naming Rights of Vivek Vihar Metro Station.

Dear Sir,

1. With reference to your RFP Document RFP No. F.1(R-298)/JMRC/DC/REV/SB-05/2024-25/07, dated: 06.08.2024, I/we, having examined the Bid Documents and understood their contents, hereby submit my/our Bid which includes the Cost of Bid Document for No(s) of Project Site in terms of the RFP Document. I/We also acknowledge that the Bid is unconditional.
2. I/ We acknowledge that the Authority will be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the Licensee for the aforesaid Project(s), and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.
3. This statement is made for the express purpose of our selection as Licensee for the aforesaid Project.
4. I/ We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Bid.
5. I/ We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by Applicable Laws, our right to challenge the same on any account whatsoever.
6. I/ We certify that in the last three years, we/ any of the Consortium Members or our/ their Associates have neither failed to perform on any contract/agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project by any public authority nor have had any License terminated by any public authority for breach on our part /non participation in the any of the bidding due to blacklisting.
7. I/ We declare that:
 - a) I/ We have examined and have no reservations to the Bid Documents, including any Addendum(s)/ corrigendum(s)/amendment(s) (if any) issued by JMRC; and
 - b) I/ We do not have any Conflict of Interest in accordance with this RFP Document; and
 - c) I/ We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive

Authorized Signatory



Page 42 of 71

practice, as defined in this RFP Document, in respect of any tender or request for proposals issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and

- d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of this RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice; and
- e) I/we certify that the undertakings given by me/us along with the Bid for prequalification in response to RFP for the Project are true and correct as on the date of making the Bid and are also true and correct as on the Bid Due Date and I/we shall continue to abide by them.
- f) I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with this RFP Document.
- g) I/ We declare that we/ any Member of the Consortium, or our/ its Associates are not a Member of any other Consortium submitting a Bid for the Project.
- h) I/ We certify that in regard to matters other than security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
- i) I/ We further certify that in regard to matters relating to security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
- j) I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the Authority of the same immediately in writing.
- k) I/We further certify that we/any Member of the Consortium or any of our/ their Association are not barred by the Central Government/State Government or any entity controlled by it, from participation in any project and no bar subsists as on date of Bid.
- l) I/ We acknowledge and undertake that in case of JV/Consortium bidder, if our Consortium gets qualified and short-listed on the basis of Financial Capacity of its Member who shall be bound to maintain 100% of share capital of the SPV (Licensee) throughout the subsistence of the License Agreement.
- m) I/ We acknowledge and agree that in the event of a change in control of an Associate whose Technical and/or Financial Capacity was taken into consideration for the purposes of short-listing and qualification under and in accordance with the RFP, I/We shall inform the Authority forthwith along with all relevant particulars and the Authority may, in its sole discretion, disqualify our Consortium or withdraw the Letter of Award, as the case may be. I/We further acknowledge and agree that in the event such change in control occurs after signing of the License Agreement but prior to Financial Close of the Project, it would, notwithstanding anything to the contrary contained in the Agreement, be deemed a breach thereof, and the License Agreement shall be liable to be terminated without the Authority being liable to us in any manner whatsoever.

- n) I/ We undertake that in case of selected bidder is JV/Consortium, I/We shall be required to incorporate Special Purpose Vehicle (SPV) under the Companies Act, 2013 of India. License Agreement shall be signed with SPV company ("Licensee") and all members of the Consortium Bidder shall be the confirming party to this License Agreement.
- o) I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the abovementioned Project and the terms and implementation thereof.
- p) I/ We hereby declared that in case of selected bidder is JV/Consortium I/we agree to form an SPV (Special Purpose Vehicle) and agreed to enter into a License Agreement in accordance with the draft that has been provided to me/us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
- q) I/ We have studied all the Bidding Documents carefully and also surveyed the site. We understand that except to the extent as expressly set forth in the License Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or relating to the Bidding Process including the award of License.
- r) I/ We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/we shall have any claim or right of whatsoever nature if the Project is not awarded to me/us or our Bid is not opened or rejected.
- s) I/We, the License Member(s) agree and undertake to be jointly and severally liable for all the obligations of the License under the License Agreement till the competition of License Period in accordance with the License Agreement.
- t) I/ We confirm that all the terms and conditions of the Bid are firm and valid for acceptance, and we shall keep this offer valid for 180 (one hundred and Eighty) days from the Bid Due Date specified in the RFP.

In witness thereof, I/we submit this Bid under and in accordance with the terms of the RFP Document.

Yours faithfully,

(Signature, name, and designation of the Authorized signatory)

ANNEXURE- III
DETAILS OF BIDDER(S)

(In case of consortium this form is to be submitted for each member)

1	Category of Bidder (Single Entity Bidder/ (JV/ Consortium Bidder)	
2	Name of Bidder (Mention name of Single Entity Bidder/ Lead & other members in case of JV/ Consortium Bidder)	
3	Legal Status of Bidder	
4	Date of Incorporation/Registration	
5	Office Address of Bidder with Contact & Communication details	
6	Brief Description of Bidder's Organization Ownership Structure Background of Promoters Management Structure	
7	Particulars of Authorized Signatory	Name: Designation: Address: Telephone: Mobile: Fax: E-mail:
8	Bank Details of Bidder	All the below information must be filled in BLOCK LETTERS ONLY. Copy of cancelled cheque having the above details must be enclosed. Name of Account Holder: Account No: Account Type: Bank's Name: Branch: IFSC Code:
9	GST Registration No.	
10	PAN No.	
11	EPF Registration No. (if applicable)	

Note:

- In case of JV/Consortium Bidder, the above format shall be submitted by each member of the JV/Consortium Bidder.
- Bidder shall also submit certified copy of certificate of registration/ incorporation as applicable to legal status of the Bidder and other details viz. GST registration number, PAN number and EPF Registration number (if applicable) or self declaration in case EPF is not applicable duly signed by Authorised Signatory with Bidder's seal.

Authorized Signatory



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

For and on behalf of :

(Name of Single Entity Bidder/ Lead Member in case of a JV/Consortium Bidder and Bidder's seal)

Signature : (Authorized Signatory)

Name of the Person :

Designation :

Seal of the Bidder :

Date :

Place :

ANNEXURE- IV**Power of Attorney for Signing of Bid***

(To be submitted on Non-Judicial Stamp Paper of Requisite Value as per Prevalent Stamp
Duty duly notarized)

RFP No. F.1(R-298)/JMRC/DC/REV/SB-05/2024-25/07, dated: 06.08.2024

Know all men by these presents, We [•] (name of the Bidder and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr./Ms. (name), [•] who is presently employed with us, [•], name Bidder, and holding the position of [•], as our true and lawful attorney (hereinafter referred as the "**Authorised Signatory**") 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 licensing for Station branding / Semi naming rights of Vivek Vihar Metro Station [Package SB-05] issued by Jaipur Metro Rail Corporation Limited (JMRC) ("**Authority**") including but not limited to signing and submission of all Bids, Bids and other documents and writings, providing information/responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the License 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 the License Agreement with the Authority.

AND we hereby agree to ratify and confirm all acts, deeds and things done or caused to be done by our said Authorised Signatory 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 Authorised Signatory 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 PRINCIPALS HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS [•] DAY OF [•], 2024.

(Signature, name, designation, and address)

Witnesses:

1.

(Signature, Name, Title, and Address of the Authorised Signatory)

Notes:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

Note*: to be submitted in original

ANNEXURE- V**Power of Attorney for Lead Member of Consortium***

(To be submitted on Non-Judicial Stamp Paper of Requisite Value as per Prevalent Stamp Duty duly notarized)

Whereas the Jaipur Metro Rail Corporation Ltd. ("**the Authority**") has invited Bids from interested parties for licensing for Station branding / Semi naming rights of Vivek Vihar Metro Station[Package SB-05] vide (RFP) No. F.1 (R-298)/JMRC/DC/REV/SB-05/2024-25/07, dated:.....

Whereas[____], [____], [____] and [____] (collectively the "**Consortium**") being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal (RFP) and other connected documents in respect of the Project, and

Whereas it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds, and things as may be necessary in connection with the Consortium's Bid for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, [____]having our registered office at[____], M/s. [____]Having our registered office at[____],M/s. [____]Having our registered office at[____], and [____] having our registered office at [____], (hereinafter collectively referred to as the "Principals") do hereby irrevocably designate, nominate, constitute, appoint, and authorise M/s[____]having its registered office at [____]being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the "Attorney").We hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the License, during the execution of the Project and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the selection of the Consortium and submission of its Bid for the Project, but not limited to signing and submission of all Bids, applications and other documents and writings, accept the Letter of Award, participate in bidders' and other conferences and Bidding Process, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the Bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium's Bid for the Project and/ or upon award thereof till the License Agreement is entered into with the Authority.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully 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/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER

OF ATTORNEY ON THIS [_____] DAY OF [_____] , 2024.

(Signature, Name & Title)

(Signature, Name & Title)

(Signature, Name & Title)

(Executants)

(To be executed by all the Members of the Consortium)

Witnesses:

- 1.
- 2.

Notes:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

Note*: to be submitted in original

ANNEXURE- VI**Self-Declaration of No Blacklisting or Debarment**

(To be submitted by Single Entity Bidder/each member in Case of JV/Consortium Bidder)

RFP No. F.1(R-298)/JMRC/DC/REV/SB-05/2024-25/07, dated: 06.08.2024

I/We hereby declare that presently the [_____] (name of Bidder), at the time of bidding:

- a) is competent to execute and perform as per the provisions of applicable laws.
- b) possesses the necessary professional, technical, financial and managerial resources and competence required by the RFP Document issued by Jaipur Metro Rail Corporation Limited (JMRC) (the "**Authority**").
- c) has fulfilled its obligations to pay such of the taxes payable to Government of India and the State Government or any local authority as specified in the RFP Document.
- d) is having unblemished record and is not declared ineligible for corrupt & fraudulent practices and is not barred either indefinitely or for a particular period of time by any State/ Central Government/ Union Territory (UT)/ Public Sector Undertaking (PSU).
- e) is not debarred by the State Government of Rajasthan, its undertaking/ agencies from participating in bidding process for the projects/ contracts in Rajasthan.
- f) does not have any previous transgressions with any entity in India or any other country during the last 3 financial years i.e., 2020-21, 2021-22 and 2022-23.
- g) does not have any debarment by any other Government entity.
- h) is not insolvent in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and is not the subject of legal proceedings for any of the foregoing reasons.
- i) does not have, and our directors/officers/office bearers (*wherever applicable*) not have been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into any contract within a period of 3years preceding to the Bid Due Date i.e., 2021, 2022, and 2023 or not have been otherwise disqualified pursuant to debarment proceedings.
- j) does not have a conflict of interest as mentioned in the RFP Document which materially affect the fair competition.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken as per the provisions of the applicable act and rules, our Bid Security/ Performance Security maybe forfeited in full and our Bid, to the extent accepted, may be cancelled.

Thanking You,

For and on behalf of:

(Name of the Single Entity Bidder/ member in case of JV/Consortium Bidder)

Signature : (Authorized Signatory)
Name of the Person :
Designation :
Seal of the Bidder :
Date :
Place :

Authorized Signatory



ANNEXURE- VII**Anti-Collusion Certificate**

(To be submitted by Single Entity Bidder/each member in Case of JV/Consortium Bidder)

RFP No. F.1(R-298)/JMRC/DC/REV/SB-05/2024-25/07, dated: 06.08.2024

We hereby certify and confirm that in the preparation and submission of this Bid in response to the RFP No. F.1 (R-298)/JMRC/DC/REV/SB-05/2024-25/07, dated: 06.08.2024. issued by JMRC for licensing for Station branding / Semi naming rights of Vivek Vihar Metro Station [Package SB-05], we have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive.

We further confirm that we have not offered nor paid nor shall offer nor pay, directly or indirectly, any illegal gratifications, in cash or kind, to any person or agency in connection with this [_____] Day of [_____] 2024.

For and on behalf of :

(Name of the Single Entity Bidder/ each member in case of JV/Consortium Bidder)

Signature : (Authorized Signatory)

Name of the Person :

Designation :

Seal of the Bidder :

Date :

Place :

ANNEXURE- VIII
TECHNICAL CAPACITY OF THE APPLICANT

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

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

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

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

Date

Signature

Place

Name

Designation

Seal of Authorized Signatory (bidder)

DECLARATION OF ACCEPTANCE OF TERMS & CONDITIONS OF THE RFP

I/We,, having my /our office at....., have read and understood the RFP document for licensing for Station branding / Semi naming rights of Vivek Vihar Metro Station[Package SB-05] We hereby agree and undertake as under:

I/We agree to all the terms & conditions the request for proposal (RFP) No. F.1 (R-298)/JMRC/DC/REV/SB-05/2024-25/07, Dated: 06.08.2024 issued by JMRC for licensing for Station branding / Semi naming rights of Vivek Vihar Metro Station[Package SB-05] 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 all the terms and conditions of the RFP Document including the License Agreement, Ggeneral 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.

Notwithstanding any qualifications of conditions, whether implied or otherwise, contained in our Bid we hereby represent and confirm that our Bid is unconditional in all respects.

I/We have our office in Jaipur or I/We shall have a designated point of contact in Jaipur before issuance of NTP in case contract awarded to my/our firm.

Our offer shall invalid and open for acceptance for 180 days from the last date of bid submission.

Date:

Signature:

Place:

Name:

Designation:

Seal of Authorized Signatory

ANNEXURE-X**FINANCIAL CAPACITY OF BIDDER(S)**

(To be submitted by Single Entity Bidder/each member in Case of JV/Consortium Bidder)

Name of the Bidder:

S. No.	Financial Year	Turnover (In Rs.)
1	Year 2020-21	
2	Year 2021-22	
3	Year 2022-23	
Total Turnover in above three Financial Years		
Average Annual Turnover for above three Financial Years		

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

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

UDIN No. :

Date: (Signature, Name and Seal of Chartered Accountant)

ANNEXURE – XI**FORMAT OF LICENSE AGREEMENT**

This agreement is made on this _____ day of _____ 2024 at Jaipur by and between Jaipur Metro Rail Corporation Ltd. (herein after called Licensor) incorporated under the companies Act, 1956 having its registered office at Jaipur Metro Rail Corporation Limited, Admin Building, Metro Depot, Bhriku Path, Mansarovar, Jaipur – 302020, India, hereinafter referred to as the, Licensor or JMRC (which expression shall unless repugnant to the context mean and include its successors and assigns), through its (Designation) Shri (Name) of the First Party.

AND

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

WHEREAS the licensee has represented to the licensor that the former is well equipped with and can make adequate arrangements for license for exclusive rights to design, install, manage, operate, maintain, market and sell advertising opportunities (entire Branding / colouring plan) in respect of the authorized spaces for Station branding / Semi naming rights of Vivek Vihar Metro Station [Package SB-05] with the prior approval of the licensor.

WHEREAS the licensee is desirous to undertake license for exclusive rights to design, install, manage, operate, maintain, market and sell advertising opportunities(entire Branding/ colouring plan) in respect of the authorised spaces for Station branding / Semi naming rights of Vivek Vihar Metro Station [Package SB-05], on the terms & conditions mentioned hereunder and has approached the Licensor for the purpose;

AND WHEREAS JMRC is agreeable to grant the license;

NOW, THEREFORE, this indenture witnessed:

1. The following documents here to shall be deemed to form an integral part of this agreement:
 - Notice to proceed (NTP) issued by JMRC.
 - The letter of acceptance (LOA) issued by the corporation in favour of the Licensee.
 - Addendum and/or corrigendum/clarifications to the RFP document if issued by the corporation.
 - The RFP Document (RFP No.F.1 (R-298)/JMRC/DC/REV/SB-05/2024-25/07, Dated: 06.08.2024 in its entirety along with all its Annexure.
 - General condition of contract (GCC) of JMRC.
 - 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 07 (Seven) years and extendable by 3 (three) years in a minimum span of one year on mutual consent basis on existing terms & conditions from the 61st day of issue of NTP unless terminated earlier as provided in the RFP.
3. That the license shall be granted for advertisement on bare sites on as is where is basis and commissioned by the licensee at its own cost after fixing advertisement media as per JMRC norms.

4. That the licensee shall have Exclusive Rights for licensing for Station branding / Semi naming rights of Vivek Vihar Metro Station [Package SB-05] on the terms & conditions mentioned in the license agreement.
5. That the licensee shall have Station branding / Semi naming rights of Vivek Vihar Metro Station as details detail below:

Scope and Minimum Guaranteed space	Monthly License fee for first year of the license #
(A)	(B)
1. Brand name as Prefix/Suffix to the name of Metro Railway Station 2. Logo/Brand Tagline using neon sign or otherwise of brand at the Entry/Exit of Vivek Vihar Metro Station 3. Colouring/Branding outside/inside Vivek Vihar Metro Station as per theme of the brand. 4. 900 Sqft. Space for display of advertisements inside the station* 5. 500 Sqft. for display of advertisements outside the station 6. A Retail space of 10 Sqm. area at Concourse level in unpaid/paid area of the station on mutually accepted location** 7. Canopy of maximum 6 x 6 sq. ft. size at two places as permitted by JMRC in unpaid area for sales promotion activities.	Rs.....

* In case additional space is needed by the licensee, the same shall be given, if feasible, on chargeable basis @ Rs. 150 per sq ft per month for the same station.

In case, JMRC is not able to provide the requisite minimum guarantee space (as given above) or part thereof due to technical feasibility or any other reason, the chargeable license fees shall be reduced proportionately by on chargeable basis @ Rs. 150 per sq ft per month for the same station

**The area can be extended with extra charges on chargeable basis @ Rs. 150 per sqm per month for the same station.

#The License fee and charges for additional advertisement space & retail space shall increase @ 6% per year on compounding basis.

6. That the licensee shall pay license fee for advertisements on minimum guaranteed space (as mentioned in the column 'A' of table above) to JMRC, even if it is not able to plan/ sale the minimum guaranteed space.
7. Audio advertisement shall not be allowed on the advertisement spaces covered in this contract/agreement.
8. 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 per following:

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

IV		
V		
VI		
VII		

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

#In case the space used is more than the minimum guaranteed space, then the additional license fee shall be charged proportionately.

9. That the license fee shall be chargeable after a grace period of 61th days from the date of issue of notice to proceed (NTP), even if more time is required by the licensee to complete installation & fabrication activities or even if the licensee has started advertising within 60 days.
10. That the license fee for the first quarter including all other recurring charges shall be paid within 60 days of issue of Notice to Proceed (NTP).
11. That the licensee shall make payment of license fee, by demand draft/banker's cheque (or NEFT/RTGS) in favour of Jaipur Metro Rail Corporation Limited, payable in Jaipur.
12. That in case of delay in payment of license fee and other charges interest @ 1% per month shall be calculated on the outstanding amount for delay up to 15 days and @ 2% per month for entire period in case of delay of more than 15 days. The interest shall be calculated for number of days of delay as per applicable monthly interest rate.
13. Any delay in payment beyond 30 days shall be considered as a default and such third default may result in termination of this license agreement at the discretion of JMRC.
14. That the licensee has paid towards performance security deposit, a sum of Rs. _____ (Rupees _____ Only) by way of a Demand Draft / Banker's Cheque / Bank Guarantee/FDR No. _____ Dated _____ in favour of Jaipur Metro Rail Corporation, Jaipur.
15. That the licensee has paid towards Installation security deposit, a sum of Rs. _____ (Rupees _____ only) by way of a Demand Draft / Banker's Cheque / Bank Guarantee/FDR No. _____ Dated _____ in favour of Jaipur Metro Rail Corporation, Jaipur.
16. That in the event of the licensee committing any breach of the terms & conditions of this RFP or license agreement executed in pursuance to this RFP, licensor shall, without prejudice to other rights and remedies, be entitled to forfeit the security deposit or any part thereof. In such an event the licensee shall pay in the same manner as stated above such additional sum immediately as he may be called upon by Licensor to pay, so that the security deposit shall at all times during the continuance of this agreement, be for the same amount. On the expiration or earlier termination / of the License, the Licensor shall return the security deposit, to the licensee, without interest.
17. That the licensee shall equip itself with all necessary permits, licenses and such other permissions as may be required under the law in force at any time with regard to the operation of the subject license.
18. That the licensor shall provide bare space for putting up of the advertisement panels / flexes. All other requirements as per the norms and conditions defined by the latest guidelines of local bodies shall be fulfilled by the licensee, at its own cost and efforts as mentioned in scope of work with due approval from JMRC;
19. That the licensor shall not be responsible for any loss or damage caused to the licensee on any accounts whatsoever;
20. That it shall be the responsibility of the licensee at all the times during the currency of the License agreement to obtain adequate fire, theft and burglary insurance coverage in respect of

all its movable and immovable assets in the Licensed spaces and the licensor shall not be responsible for any loss or damage caused to the licensee on any accounts whatsoever.

21. That the licensee shall use the designated space only for the bona fide purpose as mentioned in the RFP and recitals in this agreement, and for no other purpose.
22. That considering the stipulated provisions on electric safety at metro premises, the licensee shall and here to rules and guidelines for release, upkeep and maintenance of electric power as detailed in Annexure-XIII of the RFP preceding to this license agreement.
23. That the license may be terminated on any of the conditions as mentioned in RFP No.F.1(R-298)/JMRC/DC/REV/SB-05/2024-25/07, Dated: 06.08.2024 issued by JMRC, preceding this license agreement.
24. That in the event of any failure, negligence or breach, in the opinion of licensor, on the part of the licensee in complying with all or any of the conditions of the license agreement, licensor shall be entitled and be at liberty to terminate the license forthwith and remove advertisement media & resume possession of the designated space without payment of any compensation or damages and also forfeit in full or in part the amount of security deposits submitted by the licensee. Licensor shall have the right to claim reimbursement of any cost that it may incur due to the breach of any terms and conditions by the licensee, and may additionally impose justifiable penalty upon the licensee, which shall not necessarily be limited to the amount of security deposits.
25. That the licensor and the licensee further agree that they are bound by the terms and conditions of the RFP Document No. F.1(R-298)/JMRC/DC/REV/SB-05/2024-25/07, Dated: 06.08.2024 (including any corrigenda and/or addenda thereof.) In case of any conflict between the RFP Document (including any corrigenda and/or addenda thereof) and this Licensee Agreement, the later shall prevail insofar as the spirit of the RFP is not affected thereby.

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

Authorized Signatory

For Jaipur Metro Rail Corporation
Ltd.

Authorized Signatory

For _____(Licensee)

Witness:

1. Name and Address

2. Name and Address

Note:

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

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

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

In consideration of Jaipur Metro Rail Corporation Limited, Jaipur (hereinafter called JMRC) having agreed to exempt _____ (here in after called the selected bidder) from the **demand of security deposit of Rs..... on production of Bank Guarantee for Rs.....** for the due fulfillment by the selected bidder of the terms & conditions to be contained in a License agreement signed pursuant to the RFP No.F.1 (R-298) /JMRC/DC/REV/SB-05/2024-25/07, Dated: 06.08.2024 issued by JMRC for Licensing for Station branding / Semi naming rights of Vivek Vihar Metro Station [Package SB-05]

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 **93 Months** from date herein and further agree to extend the same from time to time so that it shall continue to be enforceable till all the dues of JMRC, JAIPUR, under or by virtue of the said agreement have either been fully paid and its claims satisfied or discharged, or till JMRC, JAIPUR, certifies that the terms & conditions of the Contract agreement and RFP have been fully and properly carried out by the selected bidder and accordingly discharges this guarantee.

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

Place:.....

Date:

(Signature of the Bank
Officer) Rubber stamp of
the bank

Authorized Power of Attorney Number:

Name of the Bank officer:

Designation:.....

Complete Postal address of Bank:

.....

Telephone Numbers

Fax numbers.....

Note:

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

Executive Director/Corporate Affairs

Jaipur Metro Rail Corporation Ltd.

Admin Building, Metro Depot, Bhriugu Path,

Mansarovar, Jaipur-302020.

ANNEXURE-XIII
RULES & GUIDELINES FOR RELEASE, UPKEEP & MAINTENANCE OF ELECTRICAL POWER FOR RETAIL/ ADVERTISEMENT IN JMRC PREMISES

1.	Electric power required for commercial / contractual activities within footprint of metro station/ premises have to be sourced from existing available JMRC network only at stations subject to its technical feasibility. The disbursement of electric power at different stations shall be dealt with individually under separate connections. In case of Roof Top Towers and all kinds of telecom towers, the Licensee shall have option of taking direct electric power connection from JVVNL. Further, for large retail areas (category-B), the Licensee shall have to take electric power connection directly from JVVNL while meeting out all the requirements for Electrical safety, fire safety and shall obtain NOCs from concerned authorities.
2.	The available JMRC power network is reliable and having adequate redundancy. DG supply shall not be made available i.e. the power fed shall be from normal JVVNL source without backup network. Lessee/ Licensee may however, provide UPS/Inverter at their cost if they so desire for backup supply to their Licensed premises/works requirement.
3.	Installation of DG set for normal/ standby power by Licensee/ private parties is not permitted. The Lessee/ Licensee may use suitable voltage stabilizer(s)/ power factor correction equipment as per its requirement. Further, JMRC shall not be responsible for any interruption/ diminution of the power supply.
4.	Normally, electric power up to maximum demand of 20 kW on LT Three Phase 400 Volt can be released. However, LT Single Phase 230 V supply shall be given for connected load up to 5 KW, subject to its technical feasibility.
5.	Application for temporary/ permanent electric connection is to be made (addressed) to General Manager (Traction/E&M), JMRC in the prescribe Performa appended to these Rules & Guidelines, clearly stating the purpose for taking the connection, enclosing the documentary proof of having awarded contract by JMRC for which they need the electric supply, mentioning the site details where connection is required and the load in KW and the period for which connection is applied for.
6.	Temporary connections shall be released by JMRC from nearest source point with sub-metering arrangements. Permanent connection for retail space shall be released from extended supply point which shall be installed by JMRC adjacent/ near/ inside the retail space/PAP Panel at ASS as per technical feasibility.
7.	In case of advertisement kiosk/ hoardings inside or outside the station premises, the power supply shall be extended from a single supply point to a group of kiosk/ hoardings, depending upon the load & technical feasibility. These supply point shall be Provided by JMRC near to the load center/PAP Panel at ASS as per feasibility. The licensee (of advertisement contract) shall extend & maintain the power supply at their own from the supply point the Load (s).
8.	Release of temporary connection:
8.1.	Temporary connection may be given in following cases:- <ol style="list-style-type: none"> At the time of setting up the retail shop/Kiosks etc., for related Construction activity before Permanent connection. For any exhibition, display of products etc. for very short period.
8.2.	Initially, temporary connection shall be given up to 30 days. During these 30 days, Rs.100/- per week per KW or part there of shall be charged(temporary connection charges)over and above applicable tariff(Rate of electricity shall be charged from Licensee at JVVNL tariff applicable for the purpose to JMRC) to take care of Expenditure owned by JMRC for release of electric connection.

8.3.	All electrical works for temporary connection beyond this source/ supply point (JMRC sub meter) shall be under taken by the Licensee, confirming to electrical safety and technical suitability as certified by authorized Representative of JMRC.								
8.4.	In case extension of work is given on JMRC account by HOD concerned, the temporary connection charges for the entire period shall be charged @ Rs.100/- per KW per week. If extension of work is given on contractor's account, the existing rate of Rs.200/-per KW per week shall be charged for extended period Beyond 30days of providing temporary connection.								
8.5.	Electrical Security Deposit for tentative consumption of electricity for one month @ Rs. 6000/-per KW shall have to be deposited by Licensee before release of temporary connection. Billing shall be done as per applicable tariff at the end of month/ period of temporary connection, whichever is earlier and Licensee shall have to deposit the bill amount within seven days of issue of bill, failing which, the electric connection shall be disconnected without any prior notice. The reconnection of electricity shall be done after depositing the due Bill amount along with a token penalty of Rs.2000/-in each case.								
8.6.	The electrical security deposit shall be adjusted/refunded at the end of the period of temporary connection to Licensee.								
9.	Release of Permanent Connection:								
9.1.	<p>Following works shall be carried out by JMRC for release of permanent electrical connection to retail areas/advertisement panels/mobile towers etc.:</p> <table border="1"> <tr> <td>i</td><td>Supply and laying including end termination of suitable size(rating suitable for allowable electric load)LTFRLS cable(from source to nearest point as per feasibility) as per standard Specifications.</td></tr> <tr> <td>ii</td><td>Supply and lying of meter box, pre/post-paid energy meter and MCB for extending the power.</td></tr> <tr> <td>iii</td><td>Connection to advertising licensee for illuminated boards/ panels shall be given at one point on each entry/exit at ground/concourse level and at each platform with provision of meter(s) as per technical feasibility .Extension of electric supply from these points to advertisement board / panels shall be done by licensee at their own cost. Each of such electric point shall be considered one electric connection. The wiring shall have to be done as per JMRC specification with use of wires/conduits/switch gears of standard brands/makes approved by JMRC.</td></tr> <tr> <td>iv</td><td>Electric connection to various mobile towers or other installations on roof / outside covered area shall be given from PAP panel in ASS. Provision of meter can be made either in ASS or near to installation of Licensee as per JMRC convenience. All works of cabling / wiring from PAP panel to his installation shall be done by Licensee at his own cost with use of material such as cables / wires / switchgears of standard brands / makes approved by JMRC and the work shall have to be carried out as per JMRC's specifications and under supervision of E&M Department of JMRC.</td></tr> </table> <p>Licensee is required to pay a lump-sum amount (non-refundable) given below towards the cost of electrical works / augmentation work required for extension of power from JMRC panel/ DB up to JMRC meter box, adjacent/ near/PAP panel in ASS to the licensed space:</p> <ol style="list-style-type: none"> 1. For 1 KW load– Rs.6,000 2. For 2 KW load– Rs.12,000 3. For 5 KW load– Rs.30,000 4. For10 KW load– Rs.40,000 5. For15 KW load– Rs.50,000 6. For 20 KW load– Rs.60,000 <p>The lump sum installation charges are to be payable by Licensee against each single connection for installation and maintenance thereof, during the contract/ extended contract period. No additional installation charge should be paid during the extended contract period. However during contract period any replacement/ renewal of installations, due to</p>	i	Supply and laying including end termination of suitable size(rating suitable for allowable electric load)LTFRLS cable(from source to nearest point as per feasibility) as per standard Specifications.	ii	Supply and lying of meter box, pre/post-paid energy meter and MCB for extending the power.	iii	Connection to advertising licensee for illuminated boards/ panels shall be given at one point on each entry/exit at ground/concourse level and at each platform with provision of meter(s) as per technical feasibility .Extension of electric supply from these points to advertisement board / panels shall be done by licensee at their own cost. Each of such electric point shall be considered one electric connection. The wiring shall have to be done as per JMRC specification with use of wires/conduits/switch gears of standard brands/makes approved by JMRC.	iv	Electric connection to various mobile towers or other installations on roof / outside covered area shall be given from PAP panel in ASS. Provision of meter can be made either in ASS or near to installation of Licensee as per JMRC convenience. All works of cabling / wiring from PAP panel to his installation shall be done by Licensee at his own cost with use of material such as cables / wires / switchgears of standard brands / makes approved by JMRC and the work shall have to be carried out as per JMRC's specifications and under supervision of E&M Department of JMRC.
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	lessee/licensee's fault/negligence shall be done by J MRC at the cost of Licensee.										
9.3.	Licensee shall extend power supply from JMRC Meter at his own cost as per approved makes and specifications. Licensee is also required to comply with necessary provision for fire safety norms of JMRC. The Licensee shall execute electrical works within the licensed space at his own with prior in-principle approval for electrical safety scheme by JMRC.										
9.4.	Permanent connection shall be given after ensuring all safety compliance and completion of electrical and fire safety works in all respect by the applicant. JMRC representative shall inspect the electrical installation Work executed by the JMRC Licensee for release of electrical connection.										
9.5.	Applicant shall ensure that fire detection and suppression measures installed inside premises are kept in good working conditions at all times.										
9.6.	Electrical Security Deposit of Rs.6,000 per kW for load up to 5k Wand Rs.10,000 per 5kW- for additional Load up to 20 kW shall have to be deposited by the applicant before release of permanent connection. Billing shall be done as per the applicable tariff (Rate of electricity shall be charged from Licensee at JVVNL tariff applicable for the purpose to JMRC) at the end of each month and Licensee shall have to deposit the billed amount within ten days of issue of bill, failing which, the electric connection shall be disconnected without any prior notice. The reconnection of electricity shall be done after depositing the due bill amount along with a token penalty of Rs. 2000. The electrical security deposit shall be adjusted/refunded at the end of the period of permanent connection to Licensee.										
10.	Underground metro stations are already air-conditioned and hence separate AC for licensed premises in that area is not required. In underground stations, installation of window/split AC is not permitted. At some of the retail spaces, tapping of connection from chilled waterline shall be required. Such works after tapping Point shall be done by Lessee/ licensee.										
11.	For elevated stations Licensee may provide AC at his own cost conforming to detailed specifications of JMRC and within the sanctioned load to them.										
12.	Specifications for Electrical Works <table border="1"> <tr> <td>i.</td><td>All the electrical work done within the Applicant's premises including wiring ,power outlets and gadgets are to be used and maintained properly for guarding against short circuits/fires and are as per the Indian Electricity Rule, 1956 and other applicable laws, statutory provisions and standards in force at the time, and indemnify JMRC against any loss accrued To the Applicant on this account.</td></tr> <tr> <td>ii.</td><td>Only FRLS cable of required size shall be used for tapping off supply from JMRC fixed supply to Applicant premises in rigid GI Conduit pipe. However for underground station FRLSZHc able shall be used. Use of PVCs is strictly prohibited in underground station area. The wiring scheme, the type of wiring, size of wires, various loads, plug point, light fan etc. Shall be as per JMRC's approval.</td></tr> <tr> <td>iii.</td><td>Cables up to 6 Sq.mm shall be of copper conductor and above 6 Sq.mm Aluminum conductors may be used. However in case of underground station, use of Aluminum conductor cable is not allowed. Cables for single phase shall be three core, with one core as earth. For three phase load, four core cables along with separate 2nos.of8 SWGGI wires shall be used for earthing. For underground stations, 2 separate earth wire of8 SWG copper conductors shall be used.</td></tr> <tr> <td>iv.</td><td>For elevated stations, all wires shall be FRLS. Cables shall be armoured, XLPE,FRLS. In case of Underground stations, all wires and cables shall be armoured, XLPE FRLSZH and conform to NFPA-70, BS-6724 and BS672</td></tr> <tr> <td>v.</td><td>Applicant shall provide as separate protection for their electric requirement with proper Discrimination with upstream breaker.</td></tr> </table>	i.	All the electrical work done within the Applicant's premises including wiring ,power outlets and gadgets are to be used and maintained properly for guarding against short circuits/fires and are as per the Indian Electricity Rule, 1956 and other applicable laws, statutory provisions and standards in force at the time, and indemnify JMRC against any loss accrued To the Applicant on this account.	ii.	Only FRLS cable of required size shall be used for tapping off supply from JMRC fixed supply to Applicant premises in rigid GI Conduit pipe. However for underground station FRLSZHc able shall be used. Use of PVCs is strictly prohibited in underground station area. The wiring scheme, the type of wiring, size of wires, various loads, plug point, light fan etc. Shall be as per JMRC's approval.	iii.	Cables up to 6 Sq.mm shall be of copper conductor and above 6 Sq.mm Aluminum conductors may be used. However in case of underground station, use of Aluminum conductor cable is not allowed. Cables for single phase shall be three core, with one core as earth. For three phase load, four core cables along with separate 2nos.of8 SWGGI wires shall be used for earthing. For underground stations, 2 separate earth wire of8 SWG copper conductors shall be used.	iv.	For elevated stations, all wires shall be FRLS. Cables shall be armoured, XLPE,FRLS. In case of Underground stations, all wires and cables shall be armoured, XLPE FRLSZH and conform to NFPA-70, BS-6724 and BS672	v.	Applicant shall provide as separate protection for their electric requirement with proper Discrimination with upstream breaker.
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	vi.	<p>All materials specification must follow standards, codes and specification as used by JMRC in the E&M works. Applicant shall use reputed Brand/make Electrical wiring and switch gear items. List of approved makes by JMRC is given below:</p> <p>List of Approved Makes:</p> <table border="1"> <thead> <tr> <th>SN</th><th>Item</th><th>Approved Makes</th></tr> </thead> <tbody> <tr> <td>1.</td><td>GI Conduit Pipes</td><td>ISI Marked</td></tr> <tr> <td>2.</td><td>GI Conduit Accessories</td><td>Confirming to BIS/ISI as per approved Samples</td></tr> <tr> <td>3.</td><td>Copper Conduct or FRLS, PVC insulated wires (ISI mark)</td><td>National, Ecko, Finolex, Havells, Grandly, NICCO, Asian, PolyCab</td></tr> <tr> <td>4.</td><td>Copper Conduct or FRLSZH, PVC insulated wires (ISI mark) use for underground station</td><td>Polycab, Ducab Dubai, Cords Cables, KEI.</td></tr> <tr> <td>5.</td><td>FRLS Cables Al (ISI mark)</td><td>Fort Gloster, NICCO, Finolex, Asian/RPG, KEI, Havells, Polycab, CCI, Universal</td></tr> <tr> <td>6.</td><td>FRLS Cables Al (ISI mark)</td><td>Fort Gloster, NICCO, Finolex, Asian/RPG, KEI, Havells, Polycab, CCI, Universal</td></tr> <tr> <td>7.</td><td>FRLSZH, PVC Cables Al (ISI mark) use for under ground station</td><td>Polycab, Ducab Dubai, Cords Cables, KEI, Rashi Cables.</td></tr> <tr> <td>8.</td><td>Switches & Socke toutlets (ISI mark)</td><td>Crabtree, Anchor, MDS, LK (Schneider), RK, Legrand</td></tr> <tr> <td>9.</td><td>MCB, RCCB (ELCB)</td><td>L&THager, MDS, Siemens, GE, Merlin-Gerin, ABB, Schnieder, Standard, Indo-Asian, Havells</td></tr> <tr> <td>10.</td><td>Distribution Boards</td><td>L&T Hager, MDS, Siemens, ABB, Indo-Asian, Havells, GE, Schnieder, Standard</td></tr> <tr> <td>11.</td><td>Luminaries</td><td>Philips/Schrader/Osram/Bajaj/ Thorn /Crompton</td></tr> <tr> <td>12.</td><td>Air Conditioner (Minimum three star rating)</td><td>Hitachi, BlueStar, O-General, Daikin, Voltas, LG, Samsung,</td></tr> </tbody> </table>	SN	Item	Approved Makes	1.	GI Conduit Pipes	ISI Marked	2.	GI Conduit Accessories	Confirming to BIS/ISI as per approved Samples	3.	Copper Conduct or FRLS, PVC insulated wires (ISI mark)	National, Ecko, Finolex, Havells, Grandly, NICCO, Asian, PolyCab	4.	Copper Conduct or FRLSZH, PVC insulated wires (ISI mark) use for underground station	Polycab, Ducab Dubai, Cords Cables, KEI.	5.	FRLS Cables Al (ISI mark)	Fort Gloster, NICCO, Finolex, Asian/RPG, KEI, Havells, Polycab, CCI, Universal	6.	FRLS Cables Al (ISI mark)	Fort Gloster, NICCO, Finolex, Asian/RPG, KEI, Havells, Polycab, CCI, Universal	7.	FRLSZH, PVC Cables Al (ISI mark) use for under ground station	Polycab, Ducab Dubai, Cords Cables, KEI, Rashi Cables.	8.	Switches & Socke toutlets (ISI mark)	Crabtree, Anchor, MDS, LK (Schneider), RK, Legrand	9.	MCB, RCCB (ELCB)	L&THager, MDS, Siemens, GE, Merlin-Gerin, ABB, Schnieder, Standard, Indo-Asian, Havells	10.	Distribution Boards	L&T Hager, MDS, Siemens, ABB, Indo-Asian, Havells, GE, Schnieder, Standard	11.	Luminaries	Philips/Schrader/Osram/Bajaj/ Thorn /Crompton	12.	Air Conditioner (Minimum three star rating)	Hitachi, BlueStar, O-General, Daikin, Voltas, LG, Samsung,
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13.	Other Terms and Conditions:																																								
13.1.	The Applicant shall pay for the energy so supplied and all other charges at the rates set out by JVVNL Tariff Schedule and the miscellaneous charges for supply as may be in force from time to time, including advance Electrical Security Deposit.																																								
13.2.	The electrical connection shall be applied & released in the name of Licensee only. In case Lessee/ Licensee has sub-let the premises/ space to any franchise/ sub-lessee/ Sub licensee, the onus of payment of electricity bills etc. and adhering to the Rules & Guidelines of electrical safety & maintenance shall be of Lessee/ Licensee only.																																								
13.3.	The Applicant shall have no objection for the DISCOMs to carryout Inspections of the Applicants' Meters & Equipments any Observation made by such Agencies, which are acceptable to JMRC, shall be binding on the Applicant for Attention/Compliance.																																								
13.4.	JMRC shall be entitled to disconnect the supply of energy by issuing a disconnection notice in writing, to the Applicant, if the Applicant is in default of payment of the due charges.																																								
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13.6.	All or any taxes/duties, as may believe on the supply of electricity to the Applicant by JMRC, shall be paid and borne by the Applicant.																																								

13.7.	The Applicant agrees that JMRC would accept an application from the Applicant for reduction in load only after one year from the original sanction. All applications for load enhancement by the Applicant would be dealt with by JMRC as a new connection and JMRC would follow the procedure as in the case of a new connection.
13.8.	JMRC shall have the right to recover the fixed charges due as per applicable tariff or the remaining contracted period in case the contract is terminated prior to the expiry of the contracted period.
13.9.	If there is any harm/loss to the property of JMRC or to any other third party due to fault in the electrical work, outlets or apparatus within the premises of the applicant, all the loss shall be borne by the Applicant.
13.10.	The Total Demand Load & Total Connected load shall be treated as same. Applicant shall have to pay applicable demand charges as per the Total Connected Load Only.
13.11.	Applicant shall use Energy efficient lighting & shall provide proper Lighting fixtures, Lamps, Electronic Ballast etc. Applicant shall provide uniform & good illumination level.
13.12.	Applicant shall provide proper Earthing connection as per the applicable standards and shall terminate the same to the JMRC's Distribution Board or to any other place as directed by the JMRC. Installation Test Report issued by licensed electrical wiring contractor in the prescribed format (available with the application form) and counter signed by the applicant shall be submitted by the Applicant. Every shop/ Retail Space area must have enough Fire Extinguishers as stipulated.
13.13.	Applicant shall not be allowed to provide Room Heating appliance of any kind in the leased/licensed area.
13.14.	In case, the Applicant is found misusing Electricity or tampering with the Energy meter, a token penalty of Rs. 1000 shall be charged from him along with disconnection of power supply. Reconnection of power supply shall be done only after charging Rs. 2000 as reconnection fee and clearance of all dues duly obtaining approval of Competent Authority of JMRC.
13.15.	The applicant shall not cause a demand more than sanctioned load. In case he causes a demand more than sanctioned load in a particular month, apart from being disconnected, he shall be required to pay an extra charge equal to the same percentage of the fixed and energy charges by which percentage the excess demand has actually been caused. In case, the power requirement in addition to the sanctioned load is felt by Licensee, the same shall be applied to GM (Tr./E&M). On payment of demand charges and sanction of Additional load only, the Licensee shall be entitled to use additional load.
13.16.	The Applicant shall have no objection at any time to the rights of JMRC to supply energy to any other consumer from the service line or apparatus installed by JMRC inside/ adjacent to applicant's premises.
13.17.	The supply shall be used for the purpose that it has been sanctioned by JMRC and shall not be misused in any way to serve any other purposes.
13.18.	The power supply shall not be extended/sub let to any other licensee/lessee/user.
13.19.	JMRC shall be at liberty to adjust the electricity consumption charges along with any other charges against the consumption deposit paid by the Applicant, in the event of termination of the agreement prior to the expiry of the contracted period or in case of any contractual default.
13.20.	JMRC shall be at liberty to transfer the dues remaining unpaid by the Applicant, after adjusting the advance electrical security deposit, to other service connections(s) that may stand in the Applicant's name.
13.21.	The applicant shall allow clear and unencumbered access to the meters for the purpose of meter reading, maintenance, inspection, checking, testing etc. in case the same is installed inside the leased/licensed Premises.

13.22.	JMRC shall be entitled to disconnect the service connection under reference in the event of any default and /or non-compliance of statutory requirements and/or in consequence of legally binding order by statutory authority (ies)/court of Law, without prejudice to the JMRC's rights to exercise its rights under law including that of getting its due payments as on the date of connection. The Applicant undertakes to pay penalty imposed by JMRC on its own discretion for the damages caused to the licensed property on account Of any default or non-compliance of any statutory requirements.
13.23.	The applicant acknowledges and accepts that the relationship of the applicant with JMRC is not that of a consumer and Service provider but that of a commercial arrangement where the applicant has taken on lease/license premises of JMRC and the Electricity connection is being provided as a part of the above Arrangement.
13.24.	Licensee shall ensure that all electrical wiring, power outlets and gadgets are used and maintained properly, for guarding against short circuits / fires. The instructions in this regard by the JMRC Electrical Inspector/ authorized representative must be complied with. Any cost/s associated with implementation of such instruction shall be borne solely by the Applicant. The Applicant voluntarily and unequivocally agrees not to seek any claims, damages, compensation or any other consideration whatsoever on account of implementing the instruction issued by JMRC Fire Officer, Electrical Inspector, Security Officer or their Authorized representative from time to time.
13.25.	At the end of the contract (pre-mature surrender/termination, natural completion, etc.) all cable, pre/post- paid meter, connected software, etc. which are installed by JMRC, shall be sole property of JMRC. The Lessee/ Licensee shall leave the premises without any damage to JMRC's electrical installation after expiry Of the contract.
13.26.	The Lessee/ Licensee shall be at liberty on termination of his license/ contract to remove or take away such fixtures, fittings and electrical appliances installed by it, leaving the licensed premises, as far as possible, in the same conditions structurally, reasonable wear and tear and acts of God and nature excepted.

ANNEXURE-XIV
FORMAT FOR INTIMATION FOR DEPOSITION OF PAYMENTS VIA RTGS/NEFT/ECS

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

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

- 7- TDS registration No. of Licensee _____
- 8- GST registration No. of Licensee _____

Signature, Name and designation
of Authorized Representative of Licensee

TO BE FILLED BY JMRC

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

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

Sr. EO (Accounts), JMRC

ANNEXURE-XV
DETAILS OF TENTATIVE SPACE AVAILABLE FOR ADVERTISEMENT
OUTDOOR ADVERTISEMENT

S. No.	Section	Particulars	Detail
1	Vivek Vihar Metro Station	Station facing	A side
			B side
2		Connecting bridge face	Gate-1
3			Gate-2
4		Entry/Exit Structure	Gate-1
			Gate-2
5		Entry/Exit space	Gate-1
			Gate-2
6		External facade	ACP
			FRP Jali

INDOOR ADVERTISEMENT

S.No.	Location		
1	Vivek Vihar Metro Station Platform	Platformlevel-1	Railing Area
2		Platformlevel-2	Railing Area
3	Vivek Vihar Metro Station Mansarovar side	Concourse Level	Beam above Escalator
4		Concourse Level	Lift wall
5		Concourse Level standee	Side wall Pillar
6		Concourse Level	Side wall Pillar
7		Concourse Level	Front wall above TOM
8		Entry Level area	Side wall
9		Concourse Level standee	SCR pillar wall
10		Concourse Level	Room near AFC gate top wall
11		Concourse Level standee	Room near AFC gate side wall
12		Concourse Level	Front wall above TOM
13	Vivek Vihar Metro Station Chandpole side	Entry Level area	Side wall
14		Concourse Level	Beam above Escalator
15		Platformlevel1	Railing Area
16		Platformlevel2	Railing Area

Note:

- The locations mentioned above are indicative only. The successful bidder will have to plan the advertisement spaces on its own, subject to technical feasibility and section wise limitation of variation clause of RFP.
- The locations marked in the table are tentative and for representation purpose only. The same can be altered / shifted at the time of NTP as per technical requirement of JMRC and / or successful bidder. Moreover, the successful bidder can suggest any other alternative location for advertisement which may be allowed subject to technical feasibility.

ANNEXURE-XVI

Memorandum of Understanding (MOU) in case of Consortium

(On non-judicial stamp paper of requisite value as per applicable stamp act and duly attested by Notary Public)

RFP No. F.1 (R-298)/JMRC/DC/REV/SB-05/2024-25/07, Dated: 16/07/2024

This Memorandum of Understanding (MOU) entered into thisday of2024 at Among M/s (hereinafter referred to as"..... ") and having registered office atas the Lead Member And M/s (hereinafter referred to as"") and having registered office at as the other member-1 And M/s (hereinafter referred to as"") and having registered office at as the other member-2.

The expressions of (name of lead member),(name of other member-1) and(name of other member-2) (which expression shall unless repugnant to the context or meaning thereof mean and indicate its successors and assignees) shall collectively be referred to as "The Consortium" and individually as "the Member" Whereas the Jaipur Metro Rail Corporation Limited (JMRC) has issued Request for Proposal for (Name of Contract) (the "**Contract**")".

IT IS HEREBY AS MUTUAL UNDERSTANDING OF THE MEMBERS AGREED AND DECLARED AS FOLLOWS:

That the Members shall jointly submit the Bid for implementation of the said Contract as per the terms & conditions, specifications and other obligations as mentioned in the RFP document issued by JMRC. M/s (name of lead member) shall be the Lead Member of the consortium for all intents and purpose and shall:

be authorized for all or any of the acts, deeds or things necessary or incidental for submission of the Proposal/Bid, responding to queries and submission of information/ documents, execute and implement (in case the Contract awarded) the Contract as per the terms & conditions, specifications and other obligations as per the Contract Agreement with the JMRC with regard to the same on behalf of the consortium and represent the Consortium in its dealing with the JMRC and receive instructions for and on behalf of any or all Members of Consortium.

In case the Contract is awarded, all members of the consortium shall be jointly and severally liable for the execution and due performance of the contract with JMRC in accordance with the contract terms. All members of the consortium shall be bound by all acts, representations, deeds and things of the lead member with respect to this RFP.

Roles and Responsibilities of Members of Consortium:

Member	Responsibility in Implementation/ Performance of the Contract	Equity Shareholding Committed (in %)
Lead Member		
Other Member-1		
Other Member-2		

All members of the Consortium hereby confirm to carry their respective responsibilities as mentioned in this MoU. Any change in composition of Consortium of a Bidder shall not be permitted during any stage of the Bidding Process and thereafter uptill commissioning/ installation of the Contract in case the Contract is awarded.

In case a Contract is awarded to a Consortium Bidder, then Lead Member of the Consortium/ Special Purpose Company (SPC) incorporated in the form of Company under Companies Act, 2013 shall be required to submit Performance Security and any other payment as per the terms of RFP Document and Contract Agreement.

This MoU shall be governed in accordance with the laws of India and Indian courts in Jaipur shall have exclusive jurisdiction to adjudicate disputes arising from the terms herein. That this MOU shall remain valid for the period of validity of the Bid submitted by the Consortium Bidder and in case successful, till due performance of the Contract with the JMRC for the said Contract. In witness whereof the Parties affirm that the information provided is accurate and true and have caused this MOU to be duly executed on the date and year above mentioned.

Signed by Authorized Signatory of:

Lead Member:

(Name & Designation)

Witness:

1.

2.

Other Member-1:

(Name & Designation)

1.

2.

Other Member-2:

(Name & Designation)

1.

2.

FORMAT OF FINANCIAL BID/BOQ

Validate

Print

Help

Tender Inviting Authority: Director (Corporate Affairs), JMRC

Name of Work: "Licensing for Station branding/Semi naming rights of Vivek Vihar Metro Station [PackageSB-05]"

RFP No: F.1(R-298)/JMRC/DC/REV/SB-05/2024-25/07, Dated: 06.08.2024

Name of the Bidder/ Bidding Firm / Company :						
PRICE SCHEDULE (This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only) Terms & Conditions: 1) We understand that a Bidder can submit only one bid for the Project. 2) Bidders shall be required to quote percentage above/below the base rate of License Fee (Per Month). Bidder who offers highest License Fee (Per Month) shall be the successful Bidder. 3) License Fee (Per Month) accepted for the selected bidder shall be escalated annually @6% on annual compounding basis.						
NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	Estimated Rate in Rs. (Ex GST)	TOTAL AMOUNT Without Taxes in Rs. (Ex GST)	TOTAL AMOUNT In Words
1	2	4	5	6	7	8
1	Base Rate (Per Month) for first Year of Licensing for Station branding/Semi naming rights of Vivek Vihar Metro Station (PackageSB-05)	1.000	Rs per Month	250000.000	250000.00	INR Two Lakh Fifty Thousand Only
Total in Figures					250000.00	INR Two Lakh Fifty Thousand Only
Quoted Rate in Figures			Select		0.00	INR Zero Only
Quoted Rate in Words (Ex GST)		INR Zero Only				

Note: This sheet is to be signed blank and no rate to be quoted here. The rates are to be quoted in downloaded BOQ sheet (soft copy) in Xls only and to be uploaded in Financial Bid only. The bid shall be summarily rejected in case rates are disclosed in technical bid(s).