Request for Proposal through Limited Competitive Bidding
(For Providing Photography and Videography services to JMRC)

JAIPUR METRO RAIL CORPORATION LIMITED (JMRC) invites sealed Bids "for Photography and Videography services for JMRC", with estimated cost ₹ 1,62,195 through limited competitive bidding from eligible well experienced professional agencies / photographers for events and other requirement of JMRC for one year on Rate contract basis, as per the Terms & Conditions of this RFP which includes its Annexures, and given below:

1. Eligibility Criteria:

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Eligibility</th>
<th>Supporting Documents</th>
</tr>
</thead>
<tbody>
<tr>
<td>(ii)</td>
<td>The agency/firm working in Photography/ Videography services should be in existence, for last 2 years or more (i.e., registered before 31.03.2017)</td>
<td>Registration Certificate</td>
</tr>
</tbody>
</table>

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

Executive Director (Corporate Affairs),
Jaipur Metro Rail Corporation Ltd,
2nd Floor, Wing-A, Administrative Building, Metro Depot, Bhrigu Path,
Mansarover, Jaipur-302020

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

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

a) Submission of Technical Bid: This Part should contain the Technical Bid consisting of a copy of this ‘Request for Proposal (RFP) along with Annexure - A’ with each page duly filled and signed by the Bidder in acceptance of the terms and conditions therein. The Technical Bid should also have documents supporting eligibility criteria. The rates should not be quoted in the Technical Bid and Financial Bid should not be kept in this envelope otherwise the bid shall be rejected summarily.

b) Submission of Financial Bid: This Part should contain the Financial Bid in the prescribed format as per Annexure- B duly filled & signed in. The rates quoted shall be inclusive of all Taxes, no other charge shall be paid by JMRC. TDS shall be deducted as per rules.

3. Evaluation criteria:
The rates are to be quoted in the financial bid as per Annexure-B. The financial evaluation shall be done on the total amount quoted in Column "F" of the Financial Bid and lowest bidder shall be considered as successful bidder.
4. **Award of work:**

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

(i) A Performance Security of 5% of the final accepted annual rates in term of DD or Bank Guarantee (PBG) in the format as per Annexure-C. The same will be refunded after completion of duration of the contract.

(ii) Sign an agreement with JMRC in the format as per Annexure-D. The cost of Stamps and execution of agreement shall be borne by the successful bidder.

5. **Other terms & Conditions:**

   i. Grievance Redressal and Appeal process as per Annexure – E.
   
   ii. Bids received after last date and time will not be considered.
   
   iii. Bids sent by FAX or e-mail will not be considered, Bids are to be submitted only in hard copy as per clause 2 of this RFP.
   
   iv. The court(s) at Jaipur shall have exclusive jurisdiction over any disputes arising out of this RFP.

The proposal, as above, should reach this office, latest by 22/01/2020 at 1500 Hrs. The Bids will be opened at 1530 hrs on the same day. In case of query, the following officer of JMRC may be contacted:

Public Relation Officer,
Jaipur Metro Rail Corporation Ltd,
B-220, 2nd Floor, Wing-A,
Administrative Building, Metro Depot, Bhrigu Path,
Mansarovar, Jaipur-302020
Phone No.0141-2822760, Email id: pro@jaipurmetrorail.in

Executive Director (Corp. Affairs)

Enclosed: Annexure – A to F

Copy to:

1. Notice Board & SPPP portal
2. JMRC website, through IT cell.
To,
Executive Director (Corp. Affairs)
Jaipur Metro Rail Corporation Ltd.
Jaipur.

Sub: RFP for photography/videography work.
Ref: RFP No. F.1(25)/JMRC/DCA/PRO/event photo/2016-17/26
Dated: 04/01/2020

ANNEXURE: A

Technical Bid

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

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

<table>
<thead>
<tr>
<th>S.N.</th>
<th>Work details</th>
<th>Deliverables</th>
<th>Rates</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Photography</td>
<td>Videography</td>
</tr>
<tr>
<td>1.</td>
<td>Upto first 2 hours photography / Videography</td>
<td>Soft copy *</td>
<td>1 DVD of raw footage</td>
</tr>
<tr>
<td>2.</td>
<td>Additional photography/ Videography for 3rd - 4th Hr</td>
<td>Soft copy *</td>
<td>1 DVD of raw footage</td>
</tr>
<tr>
<td>3.</td>
<td>Additional photography/ Videography for 5th - 6th Hr</td>
<td>Soft copy *</td>
<td>1 DVD of raw footage</td>
</tr>
<tr>
<td>4.</td>
<td>Additional photography/ Videography for subsequent every 2 Hr</td>
<td>Soft copy *</td>
<td>Additional 2 DVD</td>
</tr>
</tbody>
</table>

* Hard copy if desired.
Note:- Submit soft copies of all photographs & video clip, if any.
3. The duration of contract shall be for one year from the date of work order.

4. JMRC will be free to terminate the contract at any time, if the quality/service rendered by the photographer/agency is not found satisfactory by JMRC.

5. Payment shall be made on call basis. The agency will have to submit bills in duplicate to JMRC.

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

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

Enclosed: 1. Documents to substantiate eligibility criteria as per clause 1 of Request For Proposal.
   2. Annexure 'C' & Annexure 'D' (Blank formats) and Annexure 'E' & Annexure 'F' duly signed on each page.

Date

Place

Signature

Name

Seal of Authorized Signatory

Contact No. :

Address :

E-mail ID:
# Financial Bid

To,

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

**Sub:** Your Request For Proposal for photography/Videography work.
**Ref:** RFP No.F.1(25)/JMRC/DCA/PRO/Event Photo/2016-17/.......... **Dated** ...............  

Following are the rates quoted for the photography and Videography services as desired vide above referred RFP.

<table>
<thead>
<tr>
<th>S.N.</th>
<th>Work Details</th>
<th>Unit</th>
<th>Estimated Quantity (in a year)</th>
<th>Rates* Per unit</th>
<th>Total (in ₹)</th>
<th>GST amount (in ₹)</th>
<th>Gross total (in ₹)</th>
</tr>
</thead>
<tbody>
<tr>
<td>[A]</td>
<td></td>
<td>[B]</td>
<td>[C]</td>
<td>[D]</td>
<td>[E]</td>
<td>[F] = [D] x [E]</td>
<td>[G]</td>
</tr>
<tr>
<td>1.</td>
<td>Photography work up to 2 hours including supply of soft copy of all the photographs and videos.</td>
<td>Per 2 hours</td>
<td>110 calls</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Hard copies of colour photographs (5”x7”).</td>
<td>1</td>
<td>800 Nos.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Albums to archive photographs 1 album containing 100 photos.</td>
<td>1 Album @100 photos</td>
<td>8 Album</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Videography work upto 2 hours, including supply video clip in DVD (without editing)</td>
<td>Per 2 hours</td>
<td>25</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Additional copy of DVD with editing and mixing.</td>
<td>1</td>
<td>8</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>Total</td>
<td></td>
<td></td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

Total amount in words: Rs. .........................................................................................................................
...........................................................................................................................................................
...........................................................................................................................................................

*The rates mentioned above are inclusive of all expenses & Taxes (except GST).
GST will be payable extra by JMRC as applicable at the time of billing.

Your sincerely
(Authorized signatory)

Name: For M/S.................................
Address: ...........................................
Tel.No. ...............................................

5
FORMAT OF BANK GUARANTEE FOR PERFORMANCE SECURITY DEPOSIT

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

In consideration of Jaipur Metro Rail Corporation Limited, Jaipur (hereinafter called JMRC) having agreed to exempt _____________ (hereinafter called the Selected Bidder) from the demand of security deposit of Rs. _____________ on production of Bank Guarantee for Rs. _____________ for the due fulfillment by the Selected Bidder of the terms & conditions to be contained in the Agreement signed pursuant to the RFP No. _____________ dated _____________ issued by JMRC for Photography and Videography services we, _____________ (name of the Guaranteeing Bank, hereinafter referred to as “the Bank”) at the request of _____________ (Selected Bidder) do hereby undertake to pay to JMRC, JAIPUR, an amount not exceeding Rs. _____________, against any loss or damage caused to or suffered by, or which could further be caused to or suffered by, JMRC, JAIPUR, _____________ by reason of any breach by the Selected Bidder of any of the terms & conditions contained in the said 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 thereunder 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 **18 Months** from date herein and further agree to extend the same from time to time so that it shall continues 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 hereunder to vary any of the terms & conditions of the Agreement and to forbear or enforce any of the terms & conditions relating to the Contract agreement or RFP and we shall not be relieved from our liability by reason of any such variation or for any forbearance, and /or any omission on the part of JMRC, JAIPUR, or any indulgence by JMRC, JAIPUR, to the Selected Bidder or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Selected Bidder or JMRC.

7. This guarantee shall be irrevocable and the obligations of the Bank herein shall not be conditional to any prior notice by JMRC, JAIPUR.

Place: __________________________ (Signature of the Bank Officer)
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 Bank.
3. Bank should separately send through registered post/courier a certified copy of Bank Guarantee, mentioning Bid reference, Bid title and bidder name, directly to JMRC at the following address:

Executive Director (Corporate Affairs)
Jaipur Metro Rail Corporation Ltd.
2nd Floor, Wing-A, Admin Building,
Metro Depot, Bhrigu Path, Mansarovar,
Jaipur-302020.

Registered office: Administrative Building, Metro Depot, Bhrigu Path, Mansarovar, Jaipur – 302020
www.jaipurmetrorail.in, GST No. 08AACCJ2822J1ZM, CIN: U60221RJ2010SGC030630
FORMAT OF THE AGREEMENT

AGREEMENT

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

THIS AGREEMENT is made on this ------------------------------ between Jaipur Metro Rail Corporation Limited (JMRC), a Company incorporated under the provisions of the Companies Act, 1956, having its registered office at Admin Building, Metro Depot, Bhrigu Path, Mansarover, Jaipur-302020, hereinafter called the "Corporation or JMRC" of the one part, represented by ____________________________

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

And

M/s. ____________________________ a firm/company/____________________incorporated under/registered under ____________, having its registered office/Corporate Office at__________________________ the successful bidder) represented by__________________________ of the other part, hereinafter called the "Agency" (which term shall, unless excluded by or repugnant to the context, be deemed to include its heirs, representatives, successors and assignees.)

NOW, THEREFORE, this indenture witnessed:

1. The following documents hereto shall be deemed to form an integral part of this Agreement:
   (i) The Request For Proposal ......................... in its entirety along with all its Annexures, Appendices, etc.
   (ii) Addendum and/or Corrigendum to the RFP if issued by the Corporation.
   (iii) The Letter of Acceptance (LOA)’ ....................... issued by the Corporation in favour of the Agency.

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

Registered office: Administrative Building, Metro Depot, Bhrigu Path, Mansarover, Jaipur – 302020
www.jaipurmetrorail.in, GST No. 08AACC28222H2ZM, CIN: U60221RJ2010SGC030630
3. The mutual rights and obligations of the Corporation and the Agency shall be as set forth in the above documents, and in particular:

a) The Agency shall provide the Photography and Videography services specified in the RFP document and shall fulfill its obligations towards the Corporation specified therein in conformity with the time schedule stated therein. Further, the Agency shall provide the supplies and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment and methods. The Agency shall always act, in respect of any matter relating to this Agreement or to the services, as a faithful service provider to the Corporation, and shall at all times support and safeguard the Corporation's legitimate interest in any dealings with Third Parties; and

b) The Corporation will make payments to the Agency in accordance with the rates mentioned in the Letter of Award & terms and conditions of the RFP.

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


Authorized Signatory

Authorized Signatory

For Jaipur Metro Rail Corporation Ltd.

For M/s

Witness:

a) Name and Address

b) Name and Address
Grievance Redressal during Procurement Process

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

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

(1) Filing an appeal

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

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

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

(2) The officer to whom an appeal is filed under Para (1) shall deal with the appeal as expeditiously as possible and shall endeavour to dispose of it within thirty days from the date of the appeal.

(3) If the officer designated under Para (1) fails to dispose of the appeal filed within the period specified in Para (2), or if the Bidder or prospective bidder or the Procuring Entity is aggrieved by the order passed by the First Appellate Authority, the Bidder or prospective bidder or the Procuring Entity, as the case may be, may file a second appeal to Second Appellate Authority specified in the Bidding Document in this behalf within fifteen days from the expiry of the period specified in Para (2) or of the date of receipt of the order passed by the First Appellate Authority, as the case may be.

(4) Appeal not to lie in certain cases

No appeal shall lie against any decision of the Procuring Entity relating to the following matters, namely:

(a) Determination of need of procurement;
(b) Provisions limiting participation of Bidders in the Bid process;
(c) The decision of whether or not to enter into negotiations;
(d) Cancellation of a procurement process;
(e) Applicability of the provisions of confidentiality.

(5) Form of Appeal

(a) An appeal under Para (1) or (3) above shall be in the annexed Form (Annexure -F) along with as many copies as there are respondents in the appeal.

(b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.

(c) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorized representative.
(6) Fee for filing appeal

(a) Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable.

(b) The fee shall be paid in the form of bank demand draft or banker's Cheque of a Scheduled Bank in India payable in the name of Appellate Authority concerned.

(7) Procedure for disposal of appeal

(a) The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.

(b) On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall,-

(i) Hear all the parties to appeal present before him; and
(ii) Peruse or inspect documents, relevant records or copies thereof relating to the matter.

(c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.

(d) The order passed under sub-clause (c) above shall also be placed on the State Public Procurement Portal.
Memorandum of Appeal under the Rajasthan Transparency in Public Procurement Act, 2012

Appeal No. ............... of ........................................

Before the .................................................. (First/Second Appellate Authority)

1. Particulars of appellant:
   (i) Name of the appellant
   (ii) Official address, if any:
   (iii) Residential address:

2. Name and address of the respondent(s):
   (i)
   (ii)
   (iii)

3. Number and date of the order appealed against and name and designation of the officer/authority who passed the order (enclose copy), or a statement of a decision, action or omission of the Procuring Entity in contravention to the provisions of the Act by which the appellant is aggrieved:

4. If the Appellant proposes to be represented by a representative, the name and postal address of the representative:

5. Number of affidavits and documents enclosed with the appeal:

6. Grounds of appeal:
   ..................................................................................................................................................
   ..................................................................................................................................................
   ..................................................................................................................................................
   (Supported by an affidavit).

7. Prayer:
   ..................................................................................................................................................
   ..................................................................................................................................................
   ..................................................................................................................................................

Place. ........................................

Date

Appellant’s Signature