DELHI METRO RAIL CORPORATION LIMITED

Tender Documents for Awarding Advertising Rights for / of Delhi Metro 25 Trains (200 coaches) on Line No. 2 of DMRC Network

Tender No. DMRC/PB/42320356TT 2023

Metro Bhawan
Fire Brigade Lane,
Barakhamba Road
New Delhi-110001,
India

Cost of Tender Document: Rs 23,600/- (Rupees Twenty three thousand six hundred only) inclusive of 18% GST, which is non-refundable.

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CHAPTER-1: NOTICE INVITING BID

1.1. Delhi Metro Rail Corporation Ltd. invites bids through open E-Tender in single stage two packet system, from reputed advertising agencies which may be a sole proprietor firm, partnership firm or a company incorporated under the Companies Act 1956/2013 or as a Joint Venture / Consortium of such Entities to License out Advertisement Rights of Delhi Metro Trains on Line No. 2 of DMRC Network, as per details given in Annexure-1of the Tender Document.

The Bidders shall not have a conflict of interest that affects the Bidding Process. Any Bidder found to have conflict of interest shall be disqualified. A Bidder shall be deemed to have a conflict of interest affecting Bidding Process if a constituent of one Bidder is also a constituent of another Bidder.

1.2. DMRC shall receive Bids (e-tender) in pursuant to this Tender Document, in accordance with the terms set forth herein and as modified, altered, amended and clarified from time to time by DMRC in writing through Corrigendum or otherwise. Bidders shall submit bids in accordance with these terms& conditions on or before the due date specified in this document. The Bidders are advised to visit the depots/site/stations and familiarise themselves with the proposed arrangements and all activities necessary in this regard.

1.3. Salient features of Bidding Process:

a) DMRC has adopted a single stage two packet bidding process to select a suitable highest bidder(s) to grant advertisement rights of Delhi Metro Trains on Line-2 of DMRC network in a single lot as detailed in the Annexure-1 of the Tender Document.

b) For participation in e-tendering process, the prospective bidder(s) has to be registered on DMRC's e-tendering portal https://eprocure.gov.in/eprocure/app. On registration they will be provided with a User ID and a password enabling them to submit their Bids online using Digital System Certificate (DSC) and to witness various activities of the process. The authorized signatory of intending Bidder, as per Power of Attorney (POA), must have valid Class-II or Class-III digital signature. The Tender Document can only be downloaded or uploaded using Class-II or Class-III digital signature of the authorized signatory. If needed prospective bidder can be imparted training on online tendering process.

c) **Schedule of Bidding Process:**

1.	Cost of Tender Document (Non-Refundable)	**Rs. 23,600/- (Rs.20,000/- + 18% GST)**.Cost of Tender Document shall be acceptable through online mode only i.e RTGS/NEFT/IMPS/Customer payment portal. Details of DMRC's authorized bank name and Current account No. to which payments of Tender Cost are to be made is as follows: Union Bank Of India, F-14/15, Connaught Place, New Delhi-110001, IFSC- UBIN0530786, **A/c No-307801110050003**
2.	Bid Security/EMD	**Rs. 17,30,100/- (Rs. Seventeen Lakhs Thirty Thousand One Hundred only)**. Bid Security amount shall be acceptable through online mode only i.e. RTGS /NEFT /IMPS /Customer payment portal. Details of DMRC's authorized bank name and Current account No. to which payments of Bid Security are to be made is as follows: Union Bank Of India, F-14/15, Connaught Place, New Delhi-110001, IFSC- UBIN0530786, A/c.No-307801110050003.

3.	Sale of Tender Document (online only.)	From 13.07.2023 to 12.08.2023 up to 1500hrs) e-tendering website https://eprocure.gov.in/eprocure/app
4.	Pre-Bid Meeting	**24.07.2023 at 1500 hrs.** The pre-bid meeting shall be conducted in meeting room at 3rd floor, A wing Metro Bhawan. Further, bidders are requested to send Pre-bid queries on the registered official email of DMRC i.e. pbtender@dmrc.org latest by **1700 hrs on 25.07.2023**.
5.	Last Date of receiving written queries by DMRC	25.07.2023 till 1700hrs
6.	DMRC's response to queries by	01.08.2023
7.	Start Date & Time of Submission (e-tender) of Bid (online only)	From 02.08.2023 @ 1500hrs
	Last Date & Time of Submission (e-tender) of Bid (online only)	12.08.2023
8.	Date & Time of Opening of Technical Bids online	14.08.2023 @ 1500hrs
9.	Validity of Bid	Up to 180 days from the last date of submission of Bid.

The Bid submissions must be made online after uploading the mandatory scanned documents towards Cost of Tender Document, Bid Security/EMD amount and other documents as stated in Tender Document.

The offer/bid of a bidder shall be declared as ineligible and the bid/Application shall be summarily rejected if it is not accompanied with the above Tender Cost &/or EMD.

Tender Document can be downloaded from the web site https://eprocure.gov.in/eprocure/app .

Cost of Tender Document is Non-refundable. A Bidder is required to make the payment towards tender document cost of Rs. 23,600/- (including GST @ 18%) along with EMD.

Tender Document cost and Bid Security/EMD amount have to be submitted online through RTGS/NEFT/IMPS/Customer payment portal for credit of the account as given in at Sr. No. 1.3 (c) i.e. in/of the above table, by the specified date and time i.e. before the last date & time of uploading of bid as per Clause 1.3(c) (7) above, failing which, the offer/bid of such bidder shall be declared as ineligible and the said bid submitted shall be summarily rejected. The Bid shall be valid for a period not less than 180 days from the last date of submission of bid. Bidders, who fail to submit the Cost of Tender Document and Bid Security/EMD amount online on or before the prescribed date and time, shall be declared as ineligible and the Bid submitted by them shall be summarily rejected. No other mode of payments will be accepted.

Submission of the tender document cost and EMD should match with the details of the uploaded documents. The bidder will be required to upload scanned copies of transaction of payment of tender cost and Bid Security/EMD amount at the time of bid submission including **e-receipt clearly indicating the UTR No. & Tender Ref. Number.** No copies of transaction of payment are required to be sent to the office of ED/PB.

To avoid any discrepancies in reconciliation of GST, the tender cost may be submitted by separate RTGS/NEFT/IMPS/Customer payment portal. The tender no. and name of the tender should be mentioned in details while submitting payments.

The details of Tender cost and Bid Security/EMD amount remitted as per above should be correctly uploaded & details must match in the online submission, failing which the payment may not be considered.

(d) All the uploaded files in Bid submission should be named properly and arranged systematically. No special character/space should be there in the name of uploaded file.

(e) The payment of the tender cost and is acceptable from any account. However, bidder shall submit such transaction details along with their tender submission on e-portal. If the same transaction reference number has been submitted for more than one bid, then all such bids shall be considered ineligible and summarily rejected.

Bidders to note that the payment of tender security shall be made from the account of bidder only, however, in case of JV / Consortium, the tender security can either be paid from JV/Consortium account or one of the constituent members of JV / Consortium.
If tender security has been made/paid from other than the account mentioned above, same shall not be accepted and all such bids shall be considered ineligible and summarily rejected.

(f) Bids received after due Date & Time of Submission (e-tender) of Bids shall not be accepted under any circumstances.

(g) In case of a Bid by a JV/Consortium of firms, following condition shall be abided by all the members of JV/Consortium:

(h) For the purpose of evaluation of Consortium/JV, each member's contribution towards the turnover shall be considered in the same ratio of their equity participation in the Consortium/JV.

(i) The Lead Member of the JV/Consortium shall maintain a minimum percentage share of 51% of the aggregate shareholding of the JV/Consortium during full tenure of License Agreement.

(j) Any change in percentage stake of JV/Consortium members without prior written approval of DMRC shall be treated as Material Breach of Contract and Licensee's Event of Default entitling DMRC to encash Security Deposit/Performance Security and/or to terminate the License Agreement after 30 days' notice.

(k) Minimum percentage stake of any member in JV/Consortium during license period (including lock-in period) shall not be less than 15%.

(l) Partners having less than 26% participation shall be considered as non-substantial partner and shall not be considered for evaluation which means that their eligibility shall not be considered for evaluation of JV/Consortium.

(m) All members of such entity shall be jointly and severely liable for the due performance of License agreement.

(n) For the purpose of evaluation of the consortium/JV each member's contribution towards the turnover shall be considered in the same ratio of their equity participation in the consortium or JV.

Illustration:
Say If 'A' and 'B' are two members of JV/consortium. 'A' is having 70% equity holding in JV and 'B' is having 30% equity holding in JV/Consortium. In such a condition, 70% of A's turnover and 30% of B's turnover will be taken for the calculation of eligibility of the JV/consortium.

1.4. The Bidders are advised to keep in touch with e-tendering portal https://eprocure.gov.in/eprocure/app for latest updates (addendum/corrigendum) in respect of this tender. There will be no other mode of communication for update, if any.

1.5. The cost of Tender document amount and Bid Security/EMD amount have to be submitted Online through RTGS/NEFT/IMPS/ Customer payment portal in the account as given in1.3(c) i.e. in/of table above respectively, by the specified date and time i.e before the last date & time of uploading of bid as per Clause 1.3 (c)(7) above, failing which the offer/bid of such bidder shall be declared as ineligible and the said Bid submitted shall be summarily rejected. No other mode of payment will be accepted.

1.6. In case of any query regarding the Tender Document, the licensee can, in person, contact the office of –

JGM/PB,
3rdFloor, 'A' Wing, Metro Bhawan,
Fire Bridge Lane, Barakhamba Road,
New Delhi-110 001.

Executive Director (Property Business)
DMRC, 3rd Floor, A Wing,
Metro Bhawan, Fire Brigade Lane,
Barakhamba Road, New Delhi -110001
Email Id: gmpb@dmrc.org
Phone No: 011-23418417

Chief Vigilance Officer
DMRC, 1st Floor, A Wing,
Metro Bhawan, Fire Brigade Lane,
Barakhamba Road, New Delhi -110001
Email Id: cvodmrc@gmail.com
Phone No: 011-23418406
Website: http://www.delhimetrorail.com/vigilance.aspx

1.7. "Condition of contract on Safety and Health for Property Business contracts" uploaded in separate volume shall be integral part of the tender document.

CHAPTER-2: DISCLAIMER

2.1 This Tender Document is an invitation by DMRC to the interested Bidders for participation in the e-tendering process for selection of a Licensee. This Tender Document is provided with information that may be useful to bidders in making their financial offers (Bids) pursuant to this Tender Document. This Tender Document includes statements which reflect various assumptions and assessments arrived at by DMRC. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this Tender Document and obtain independent advice from appropriate sources.

2.2 Information provided in this Tender Document to the Bidder(s) is on a general range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. DMRC accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

2.3 DMRC may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment, assumptions or scope contained in this Tender Document. DMRC, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Tender Document or otherwise arising in any way for participation in this Bid Stage.

2.4 The issuance of this Tender Document does not imply that DMRC is bound to select a Bidder or to appoint the Preferred Bidder or Licensee, as the case may be, for the grant of License and DMRC reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever. Bidders shall bear all costs associated with or relating to the preparation and submission of Bid. Bidders are expected to carry out extensive study and analysis at their own cost, before submitting their respective Bids for award of the License Agreement. Any queries or request for additional information concerning this Tender Document shall be considered only if it is submitted in writing.

CHAPTER-3: ELIGIBILITY CRITERIA FOR BIDDERS

3.1 Bidders and/or their holding companies and / or other subsidiaries controlled by the same holding company should have a minimum annual average turnover of Rs. 6.6 crore in last 3 (three) audited financial statements/years i.e. 2020-21,2021-22 and 2022-23 duly certified by its Statutory Auditor/ Chartered Accountant under his signature along with stamp (i.e. gross aggregate turnover of Rs. 19.90 Crore in the last three financial years stated above). The bidders shall upload the audited financial statements including profit and loss account for the above mentioned last three financial years, as applicable and stated above. In case of JV/Consortium, the audited reports of each relevant member of JV/Consortium for the last 3 financial years shall be submitted. In case audited balance sheet of the last financial year i.e.2022-23 is not yet available, then the bidder(s) is required to submit audited financial statements for F.Y. 2019-20, 2020-21 and 2021-22 along with its affidavit & certificate from statuary auditor certifying that the balance sheet for F.Y. 2022-23 has not been audited so far.

3.2 In case of mismatch in financial data in the submitted documents i.e. in statutory auditors'/ /Chartered Accountant's certified documents and data in audited balance sheet and Profit & Loss Account, the data from the audited balance sheets and Profit & Loss Account shall prevail.

3.3 An undertaking stating/providing the necessary supporting documents, including audited accounts and financial statements have been provided. In case audited financial statements of last three (3) preceding years other than the last financial year i.e. 2022-23 are not submitted, the bid shall be considered as non-responsive and shall not be evaluated.

3.4 For the purpose of the above said eligibility criteria, turnover of the bidding entities including holding companies and or other group subsidiaries controlled by the same holding company, whether Indian or foreign would be considered.

3.5 If the bidder fulfills the eligibility criteria on account of the holding company or subsidiary company and not on its own capability, the bidder has to submit an additional Interest Free Security Deposit (IFSD) equivalent to 6 months of licensee fee in the form of online payment through RTGS/NEFT/DD/PO/BG/Customer payment portal as per clause 8.3 of the RFP. This will be in addition to the regular security deposit required as per contract conditions.

3.6 In all such cases where the bidder submits the financials of its holding or other group subsidiary company for the purpose of evaluation of eligibility, the concerned holding company and/or subsidiary company shall also submit a letter of consent/undertaking for such submission of financial data for evaluation purpose and acceptance of terms and conditions of the bid document as per the prescribed format (Annexure 10A attached).

3.7 Bidders who opt to include and submit the turnover of its controlling company and or other group subsidiaries companies, controlled by the same holding company for the purpose of evaluation of eligibility, they shall also submit explicit documentary evidence of controlling interest between the holding companies and its other group subsidiary companieswhose financials are submitted. **The bidder must be an Indian entity,** however the holding company or its group subsidiary company whose financial are included for evaluation of eligibility may be incorporated overseas.

3.8 In case the successful bidder fails to accept the terms and conditions of the LOA and/or fails to make due payments there under, then such Bidder and/or their holding companies and/or other subsidiaries controlled by the same holding company and where such financials are resorted to

and submitted for the purpose of evaluation of eligibility shall be banned for doing business with DMRC as per banning Policy of DMRC (Chapter-11) and EMD/Bid Security or any other deposits with DMRC shall be forfeited in favour of DMRC. The decision of DMRC in such case shall be final.

3.9 For the purpose of evaluation of the consortium/JV each member contribution towards the turnover shall be considered in the same ratio of their equity participation in the consortium or JV.

Illustration: Say If 'A' and 'B' are two members of JV/Consortium. 'A' is having 70% equity holding in JV and 'B' is having 30% equity holding in JV/consortium. In such a condition, 70% of A's turnover and 30% of B's turnover will be taken for the calculation of eligibility of the JV/consortium.

3.10 In case of a JV/ Consortium, the eligibility of all substantial members of JV/ Consortium would be considered, in proportion of their share/ participation in the JV/ consortium and the lead member shall have 26% of minimum annual/average turnover in immediately preceding 3 completed financial years as per Clause 3.1 above.

3.11 The Bidder shall enclose following document along with their Bid:

a) The Certificate(s) from their statutory auditors with their Bid providing the information sought as per format given in Annexure-9.

b) Audited financial statements including Gross Annual Turnover, Balance Sheet, Profit Loss Account, etc. for immediate preceding 3 (three) completed financial years [i.e. 2020-21, 2021-22 and 2022-23]. If audited financial statement for the last completed year i.e. 2022-23 is not available, the Bidder shall submit an affidavit and a certificate from statutory auditor in this regard. In such case, the financial statement for the year 2019-20 shall be submitted along with those of the year 2020-21 & 2021-22. In case audited Balance Sheets / Financial Statements of the last three (3) preceding years other than the latest/last financial year (i.e. 2022-23) are not submitted, the bid shall be considered as non-responsive & shall not be evaluated. In case of mismatch in financial data in the submitted documents i.e. in the Statutory Auditor/chartered accountant certified documents and data in Audited Balance Sheet, the date from audited balance sheets shall prevail.

c) An undertaking stating that all the necessary supporting documents, including audited accounts and financial statements have been provided.

3.12 Bidder/SPV (either as single entity or as a member of JV/Consortium) having lease/license agreement of DMRC property, will be considered ineligible to participate in the bid:

a) If bidder has any dues are pending on our account against invoices raised by DMRC for more than 90 days in any of the agreement(s) with DMRC either as a single entity or as a member of JV/consortium or SPV of JV/ consortium/ single entity as on the last date of submission of bid.
b) If the lessee/licensee has failed to vacate the leased/licensed space/premises within the grace period (if provided) after completion of the tenure of the license/pre-mature terminated/surrender.
c) If the lessee/licensee failed to take over the space within due date & time.
d) If the lessee/licensee has encroached on the common areas/circulating areas or any other space which is not leased/licensed to the lessee/licensee and not vacated the area as per the notice issued to him to do so.
e) If lessee/licensee having lease/license agreement of DMRC in which there is a provision of opening of Escrow account, have not opened the escrow account or having opened it, did not

ensure that sub licensees make all the payments whatsoever through escrow account or do not remit DMRC dues through escrow account.

f) The bidder should submit an undertaking to these effects as per Annexure- 11(A) & 11(B).

g) If there is any misrepresentation of facts by the bidder in their bid submission, the same will be considered as "fraudulent practice" and the bid submission of such bidders will be summarily rejected and also further action shall be taken as per terms of contract or other applicable laws/rules.

3.13 Bidders shall also be required to submit stamped notarized undertaking regarding non-banning as per details given below:

a) DMRC/ any other Metro Organization (100% owned by govt.) / Ministry of Housing & Urban Affairs / Order of Ministry of Commerce, applicable for all Ministries must not have banned/debarred business with the tenderer (including any member in case of JV/consortium) or with/of its holding or subsidiary companies in case their financials are resorted to for the purpose of evaluation of eligibility as per clause 3.1 to 3.12 above as on the date of tender submission. The bidder should submit undertaking to this effect in Annexure 10 of the tender document.

b) Also no contract of the bidder or with/of its holding or subsidiary companies in case their financials are resorted to for the purpose of evaluation of eligibility as per clause 3.1 to 3.12 above executed in either individually or in a JV/Consortium, should have been rescinded/terminated by DMRC after award during last 03 years (from the last day of the previous month of tender submission) due to non-performance of the bidder or any of JV/Consortium members. The bidder should submit undertaking to this effect in Annexure 10 of the tender document.

c) In case, at a subsequent date, the successful bidder/licensee is found to have been banned for business as given above, DMRC shall be at liberty to and have full rights to cancel the allotment of license for advertising rights of Delhi Metro Trains on Line-2 of DMRC network and forfeit any payment made including the Interest Free Security Deposit (IFSD) after adjusting any dues payable by the successful bidder/licensee. The bidder should submit undertaking for the above as per Annexure-10.

CHAPTER-4: SUBMISSION OF BIDS BY BIDDERS

4.1 The Tender Document is to be taken as mutually explanatory and supplementary to the Draft License Agreement and, unless otherwise expressly provided elsewhere in this Tender Document, in the event of any conflict between them, the priority shall be in the following order:

a) License Agreement
b) Letter of Acceptance
c) Reply to Pre Bid Query & any Addendum or Corrigendum
d) Tender Document including RFP, DLA.

The License Agreement shall prevail over LOA &Tender Document.

4.2 For participation in e-tendering process, the Bidder(s) has to be registered on DMRC's e-tendering portal https://eprocure.gov.in/eprocure/app. On registration they will be provided with a User ID and a system generated password enabling them to submit their Bids online using Digital System Certificate (DSC) and can witness various activities of the process. The authorized signatory of intending Bidder, as per Power of Attorney (POA), must have valid Class-II or Class-III digital signature. The tender Document can only be downloaded or uploaded using Class-II or Class-III digital signature of the authorized signatory. If needed prospective Bidder can be imparted training on "online tendering process".

4.3 The Bid should be furnished in the format at Annexure 2 to 13, clearly providing the details for fulfilling Eligibility Criteria. The required Documents shall be signed by the Bidder's Authorised Signatory.

4.4 Cost of Tender Document: Bidders are required to deposit non-refundable cost of Tender Document (as specified in Notice Inviting Bid/Tender) along with its Bid. The cost of Tender Document shall be acceptable in the form of online payment through RTGS/NEFT/IMPS/ Customer payment portal only. The payment receipt of Tender Document cost shall be submitted online at the time tender submission. The Bids of the Bidders who fail to submit the cost of Tender Document at the time of bid submission, shall be summarily rejected.

4.5 Bid Security/EMD:-

Bidders are required to deposit Bid Security/EMD amount along with its Bid. The Bid Security/EMD amount shall be acceptable in the form of online payment through RTGS/NEFT/IMPS/Customer payment portal only. The payment receipt of Bid Security/EMD amount shall be submitted online at the time tender submission. The Bids of the Bidders who fail to submit the Bid Security/EMD amount at the time of bid submission, shall be summarily rejected.

The Bid Security of unsuccessful Bidders shall be refunded after acceptance and signing of LOA by successful bidder, without considering any interest thereon. The Bid Security of the Selected Bidder shall be adjusted against the Interest Free Security Deposit/Performance Security. If the Bidder withdraws/ alters their Bid at any stage, their Bid Security shall be forfeited by DMRC.

4.6 The Bid shall be submitted by the Bidder in two parts comprising of Technical Bid and Financial Bid. The Technical Bid shall include the details for fulfilling Eligibility criteria & other documents as laid down in this Tender Document. The Financial Bid shall include the financial offer of the Bidder in the manner prescribed in this document. Both the Technical Bid and Financial Bid shall be submitted by the Bidder on the same due date as mentioned in

the Tender Document. The offer of Bidder, who does not fulfil the Eligibility criteria, shall be summarily rejected. The Bidder shall enclose with their Bid an undertaking stating/providing the necessary supporting documents, including audited accounts and financial statements, certificate(s) from their statutory auditors have been provided.

4.7 **Technical Bid:** The Bidder shall, on or before the date & time given in the notice inviting tender, upload their tender on E-tendering portal i.e. https://eprocure.gov.in/eprocure/app. The Bidder shall upload scanned copies of, subject to minimum of, following documents in Technical Bid -

a) Tender Document Cost and Bid Security/EMD amount deposit slips (**UTR no. must be provided**).
b) Annexure-2 (On Official letter head of the Bidder)
c) Annexure-3 (Financial Bid)
d) Annexure-4 (General Information of the bidder)
e) Annexure-5 (Format for Power of Attorney for Signing of Application)
f) Annexure-9 (Certificate of Statutory Auditors/chartered accountant)
g) Annexure-10 (Undertaking of not being banned/debarred from business)
h) Annexure-10 (A) (Declaration / Undertaking for resorting to & submitting financials for evaluation of eligibility)
i) Annexure-10 (B) (Undertaking for downloaded tender document)
j) Annexure 11 (A) & 11(B) Pertaining to eligibility.
k) Annexure-12 Undertaking for Responsibility (For Bidders)
l) Annexure-13 Undertaking regarding details of bank account for refund of EMD
m) Attested copies of Memorandum of Association and Articles of Association in case of companies or bodies corporate and copy of partnership deed in case of the Partnership Firm.
n) In case of JV/Consortium, Annexure-6, 7 and 8 – Consortium Agreement, Affidavit & Undertaking of responsibility.
o) Annexure- 7: Affidavit to be submitted by all the bidders.
p) Self-attested copies of the PAN Card and GST Registration Certificate (of lead member in case of JV/Consortium).
q) Copies of (duly audited and certified by a Statutory Auditor) Profit and Loss Account/Balance Sheet of sole proprietor concern or a partnership firm or a company & of all members in case of JV/Consortium, Annual Report in case of a company as per the Companies Act.

4.8 Financial Bid: The bidder shall quote the Bid Variable for lump sum of 25trains available i.e 200 coaches in Line-2 as the Amount of Annual License Fee (in Rupees "X") in the Financial Bid form in both words as well as figures as given in BOQ. If there is a discrepancy between words and figures, the amount in words shall prevail. Please read carefully "Evaluation of Bids" section of this Tender Document before quoting Bid Variable. The financial bid shall be filled in the Bill of Quantity (BOQ) format available on https://eprocure.gov.in/eprocure/app.

4.9 The documents including this Tender Document and all attached documents, provided by DMRC shall remain or become the properties of DMRC and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid. The Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this clause shall also apply mutatis mutandis to Bids and all other documents submitted by the Bidders, and DMRC shall not return to the Bidders any Bid, document or any information provided along therewith.

4.10 Cost of Bidding: The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. DMRC shall not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

4.11 Site visit and verification of information: Bidders are advised to submit their respective Bids only after visiting DMRC premises and ascertaining themselves with the site conditions, traffic, location, surroundings, and technical requirements of the advertisement insert / media. The Licensee also confirms full satisfaction as to the business viability of licensing the advertisement spaces, applicable laws and regulations and any other matter considered relevant by them.

4.12 Pre-Bid Conference: - The date and time for Pre-Bid conference of the Bidders has been notified in Notice Inviting Bid/Tender. During course of Pre-Bid conference, the participants may seek clarifications and put suggestions for considerations. DMRC shall endeavour to provide clarifications and such further information as it may consider appropriate and valuable suggestions shall be deliberated upon by DMRC. DMRC's point of view/response to queries shall be uploaded on website. Please note that individual communication shall not be issued to any participant.

4.13 It shall be deemed that by submitting a Bid, the Bidder has:

a) made a complete and careful examination of the bidding documents;
b) received all relevant information from DMRC;
c) accepted the risk of inadequacy, error or mistake in the information provided in the bidding documents or furnished by or on behalf of DMRC relating to any of the matters referred to in Tender document;
d) satisfied itself about all matters, things and information herein above necessary and required for submitting an informed Bid, execution of the License Agreement in accordance with the bidding documents and performance of all of its obligations there under;
e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the bidding documents or ignorance of any of the matters hereinabove shall not be a basis for any claim for compensation, damages, claim for performance of its obligations, loss/ profits, etc. from DMRC, or a ground for termination of the License Agreement by the Licensee;
f) acknowledged that it does not have a Conflict of Interest; and
g) Agreed to be bound by the undertakings provided by it under and in terms hereof.

4.14 DMRC shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to tender or the Bidding Process, including any error or mistake therein or in any information or data given by DMRC.

4.15 Verification and Disqualification: DMRC reserves the right to verify all statements, information and documents submitted by the Bidder in response to the Bidding Documents and the Bidder shall, when so required by DMRC, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by DMRC shall not relieve the Bidder of its obligations or liabilities hereunder nor shall it affect any rights of DMRC there under.

4.16 Amendment of Tender Document-

a) At any time prior to the Bid Due Date, DMRC may, for any reason, modify the Tender Document by the issuance of Addendum / Corrigendum.

b) Any Addendum / Corrigendum issued hereunder shall be uploaded on e-tendering web portal i.e. https://eprocure.gov.in/eprocure/app

c) In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, DMRC may, in its sole discretion, extend the Bid Due Date.

d) The Bidders are requested to get in touch with e-tendering web portal i.e. https://eprocure.gov.in/eprocure/app for all updates on the tender Document such as addendums, replies to queries, postponement of Bid schedules, etc. No claims or compensation shall be entertained on account of the Bidder having not read/noticed the updates, etc.

4.17 Preparation and Submission of Bids

a) Format and Signing of Bid: The Bidder shall provide all the information sought under this Tender Document as per the format.

b) The Bid and its copy shall be typed or written in indelible ink and signed by the authorised signatory of the Bidder who shall also initial each page, in blue ink. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialled by the person(s) signing the Bid.

c) The Bidder shall have to submit their Bids (Technical Bid & Financial Bid)in electronic format only with digital signatures and after uploading the mandatory scanned documents towards cost of Tender Document, Bid Security/EMD amount and other documents as required in the tender Document. The cost of Tender Document and Bid Security/EMD amount must be submitted with DMRC in form of RTGS/NEFT/IMPS/Customer payment portal as per the stipulated date & time in Notice Inviting Tender (NIT).

d) The Bidder has to produce the original documents as and when required by DMRC. The failure of the Bidder to furnish the said original documents will entail summarily rejection of their Bid.

e) Before submission of online Bids, Bidders must ensure that scanned copies of all the necessary documents have been uploaded with the Bid.

f) The Bidders should carefully note the following instructions:

i. The Bidders should ensure that the complete tender Document has been downloaded.
ii. The printout of Bid/tender Documents should be taken on a good quality ‘A4’ size paper. The printout should be same as available on website. The print should be legible and indelible.
iii. In case of any correction/addition/alteration/omission in the Bid/tender Document as made available by DMRC, observed at any stage, the Bid shall be treated as non-responsive and shall be rejected out-rightly.

4.18 Bid Submission Date: The Bids shall be received electronically only through e-tendering web portal i.e. https://eprocure.gov.in/eprocure/app. No Bids will be accepted in physical form and in case it has been submitted in physical form it shall be rejected summarily. Bids should be submitted before due date provided in the manner and form as detailed in this Bid/tender document. DMRC will not be responsible for any delay in online submission of the Bids due

to any reason whatsoever. Any bid application received after due date and time as prescribed in Bid/tender document shall be summarily rejected.

4.19 Notwithstanding anything contained in this tender Document, DMRC reserves the right to accept or reject any Bid offer and to annul the Bidding Process and reject all Bid offers, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefore.

4.20 Confidentiality: Information relating to the examination, clarification, evaluation, and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising DMRC in relation to or matters arising out of, or concerning the Bidding Process. DMRC shall treat all information, submitted as part of Bid, in confidence and shall require all those who have access to such material to treat the same in confidence. DMRC may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or DMRC or as may be required by law or in connection with any legal process.

4.21 Late tenders: Tenders have to be uploaded on e-tendering portal https://eprocure.gov.in/eprocure/app before the due date and time of tender submission. **The cost of tender documents and Bid Security/EMD amount shall be submitted online in the form of RTGS/NEFT/IMPS/Customer payment portal in favour of "Delhi Metro Rail Corporation Ltd" and payable to/for credit of A/C of DMRC Ltd. with Union Bank of India, F-14/15, Connaught Place, New Delhi-110001, IFSC- UBIN0530786, Acct No-307801110050003 payable at "New Delhi".** It shall be the responsibility of the bidder to ensure that their tender cost is submitted before the stipulated date and time for submission of bid. Tender document cost and Bid Security/EMD amount received after due date and time of submission of bid shall not be accepted. DMRC will not be responsible for any delay, internet connection failure or any error in uploading the tender submission. The bidders are advised to upload their submissions well before the due date and time of tender submission to avoid any problems. DMRC shall not be responsible for tender security and tender cost delivered in other form to any other place/person in DMRC (like DAK section/Receipt Section, etc.) DMRC may, at its sole discretion, extend the deadline for submission of tenders by issuing an amendment. In such case, all rights and obligations of DMRC and the tenderer previously subject to the original deadline will thereafter be subject to the deadline as extended.

4.22 Applicants will not be considered if they make any false or misleading representations statements/attachments. If any submission is found false or misleading even at later stage (i.e. after the award of the tender) then also, DMRC may annul the award. Further, the applicant will be treated as per banning policy of DMRC and EMD/Bid Security or any other deposits with DMRC shall be forfeited in favour of DMRC. The bidder are required to download the addendum, corrigendum, post bid queries etc. from e-Tendering portal https://eprocure.gov.in/eprocure/app.

4.23 Tenders shall not be modified or withdrawn by the bidder after the date of submission.

Chapter: 5
INSTRUCTIONS FOR ONLINE BID SUBMISSION

5.1 General:

a) The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

b) More information useful for submitting online bids on the CPP Portal may be obtained at: https://eprocure.gov.in/eprocure/app**.**

5.2 Registration;

5.2.1 Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: https://eprocure.gov.in/eprocure/app) by clicking on the link "Online bidder Enrollment" on the CPP Portal which is free of charge.

5.2.2 As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.

5.2.3 Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.

5.2.4 Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / n-Code / e-Mudhra etc.), with their profile.

5.2.5 Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.

5.2.6 Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

5.3 Searching for tender documents:

5.3.1 There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.

5.3.2 Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

5.3.3 The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

5.4 Preparation of Bids:

5.4.1 Bidder should take into account any Corrigendum / Addendum published on the tender document before submitting their bids.

5.4.2 Bidders are advised to go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents -

including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

5.4.3 Bidder, in advance, should get ready the bid documents to be uploaded as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

5.4.4 To avoid the time and effort required in uploading the same set of standard documents which are required to be uploaded as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or ''Other Important Documents'' area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

5.5 Submission of Bids:

5.5.1 Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

5.5.2 The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

5.5.3 Bidder has to select the payment option as "online" to pay the tender fee as applicable and enter details of the instrument.

5.5.4 Bidders should submit the EMD, cost of tender as per the instructions specified in the tender document. The details of the RTGS/NEFT/ECS/Customer payment portal should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected. DMRC shall not be liable for late submission.

5.5.5 Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.

5.5.6 The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

5.5.7 All the documents being uploaded by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys.

5.5.8 The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

5.5.9 Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

5.5.10 The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

5.6 Assistant to Bidders:

5.6.1 Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

5.6.2 Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

5.6.3 For any Technical queries related to Operation of the Central Public Procurement Portal Contact at: Mobile Numbers: 91 7878007972, 91 7878007973, 91 7574889871, 91 7574889874, 91 8826246593 Tel:

The 24 x 7 Toll Free Telephonic Help Desk Number 1800 30702232. Other Tel: 0120-4200462, 0120-4001002. E-Mail: cppp-nic@nic.in

CHAPTER-6: EVALUATION OF BIDS

6.1 Bid Opening:

a) The Technical Package of all Bidders who have submitted a cost of Bid/tender Document and Bid Security/EMD amount shall be opened on stipulated date and time at e-tendering web portalhttps://eprocure.gov.in/eprocure/app.Bidders may visit web-site https://eprocure.gov.in/eprocure/app to know latest Technical Opening information after completion of bid submission process. If such nominated date for opening of Bid is subsequently declared as a Public Holiday by the DMRC, the next official working day shall be deemed as the date of opening of Technical Bid. The Bid of any Bidder who has not complied with one or more of the foregoing instructions may not be considered.

b) On opening of the Bid, DMRC will first check the cost of Bid/tender Document and Bid Security/EMD amount submitted through online mode by cross verifying with the details submitted/ uploaded online.

c) If the documents do not meet the requirements of the DMRC, a note will be recorded accordingly by the Bid Opening committee.

d) The digitally signed Financial Bid which Bidders have uploaded online will be opened on a subsequent date after evaluation of technical packages. Financial Bid of only those Bidders whose submissions are found substantially responsive and eligibly compliant to the tender conditions will be opened. The time of opening of Financial Bid shall be informed through website only. Bidders can visit to website https://eprocure.gov.in/eprocure/app for further information.

6.2 To facilitate evaluation of Bids, DMRC may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid.

6.3 Evaluation of Financial Bids: DMRC shall open Financial Bids only of those Bidders who have passed the Technical eligibility criteria. The technically eligible bidder, who quotes the highest rate of Annual License Fee, shall be treated as the highest bidder (H1). In case two or more (H1) bids are of the same rates, then Bidder whose turnover is higher (average annual turnover/gross turnover in last three financial years) will be selected. However, DMRC's decision in this regard shall be binding and final.

6.4 Consequent upon selection of Bidder who qualifies the Eligibility & Financial Criteria, Letter of Acceptance (LOA) shall be issued, in duplicate to the Successful Bidder.

6.5 Selection of Bidder who qualifies the Eligibility & Financial Criteria:

a) After selection, two copies of Letter of Acceptance (the "LOAs") shall be issued, in duplicate, by DMRC to the Selected Bidder. One copy thereof shall be returned to DMRC within 7 days of date of issue of LOA, duly signed with stamp as a token of unconditional acceptance& acknowledgement.

b) Schedule of Various Stages: The Selected Bidder shall follow the following time lines:

Stage of Activity	Time Period
Payment of Interest Free Security Deposit/ Performance Security to DMRC by Licensee.	Within 30 days of date of issue of Letter of Acceptance.
Handing over of the first lot of metro trains for the operational sections of Line-2 to the selected Bidder at Depot(Copy of handing	Within 10 (Ten) days of making the full payments of Interest Free Security Deposit/ Performance Security& other dues as per LOA.

over/taking over Performa attached as Annexure-V of DLA)	
Signing of License Agreement.	Within 30 days after first handing over of the first lot of train sets/ advertisement spaces. (Annexure-1)
Commencement of license fee	Immediately after fitment period of 30 days i.e. w.e.f. 31st day from the date of handing over of first lot of train on the operational section of Line-2 or date of deemed handing over, whichever is earlier.
Payment of Advance License Fee & other charges plus GST for 1st Quarter to DMRC by Licensee.	Within the fitment period i.e. 30 days from the date of first handing over of the first lot of trains on the operational section of Line-2 without consideration of any interest. Delay in payment shall attract penal charges/interest @18% p.a. as per T&C of draft license agreement.

In the event of the duplicate copy of the LOA, duly signed by the selected bidder as a token of unconditional acceptance of the LOA, not being received by the stipulated date by DMRC may, unless it consents to extension of time for submission thereof, cancel the LOA and action shall be taken as per the banning policy of DMRC i.e. clause no. 3.14 of RFP on the account of failure of the selected bidder to unconditionally accept the terms of LOA.

6.6 The selected Bidder is required to submit Interest Free Security Deposit/Performance Security for all the trains mentioned in Annexure-1 within 30 (Thirty) days from the date of issuance of Letter of Acceptance (excluding the date of issue of LOA). Any request of successful Bidders for seeking any clarification/approval/document from DMRC shall be considered only after submission of requisite Interest Free Security Deposit/Performance Security. In case, the bidder fails to submit Interest Free Security Deposit/Performance Security within 30 days from date of issuance of LOA, it may also be submitted within an extended period of 30 days i.e. within 60 days of date of issue of LOA along with interest payable to DMRC for the delayed payment as follows:

Days from date of issue of LOA	**Rate of penal Interest**
Up to 30 days from date of issue of LOA(excluding the date of issue of LOA)	NIL
a) Delay upto 15 days (31st to 45th day)	18% per annum + GST
b) Delay beyond 15 days (46th to 60th day)	24% per annum + GST

The above mentioned interest, is excluding GST, shall be charged for the entire period from the date of issue of LOA and on the balance amount remaining unpaid as per the LOA.

GST will be charged extra on the above amount of Interest.

After 60 days of date of issuance of LOA, if the Bidder fails to comply with the LOA terms & conditions and make the due payment as per the LOA, the LOA may stand cancelled and action shall be taken as per the banning policy of DMRC and EMD/bid security and any other amount submitted by bidder, shall be forfeited in favour of "DMRC Ltd". No further request for extension in making payment of LOA amount may be considered. The bidder voluntarily and unequivocally agrees not to seek any claim, compensation, damages or any other consideration whatsoever on this account.

The amount of penal interest + GST shall be paid to DMRC Ltd. in the form of RTGS/NEFT/DD/PO/ Customer payment portal, payable at Delhi.

6.8 Selected Bidder shall sign the License Agreement within 30 days of first handing over of the first lot of trains indicated in Annexure-1. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the License Agreement. Payment of stamp duty for execution of license agreement, if any, shall be borne by licensee.

6.9 The licensee shall pay first Advance License Fee along with GST for the 1st Quarter before the completion of the fitment period of 30 days from the date of first handing over of the first lot of trains of Line-2. If the Selected Bidder fails to pay Advance License Fee for 1st Quarter within the fitment period (i.e. within 30 days from the date of first handing over of the first lot of trains of Line-2 [Annexure-1], it shall be treated as non-payment of DMRC dues and action shall be taken as per clauses of Draft License Agreement**.**

6.10 Notwithstanding anything contained in this Tender Document, DMRC reserves the right to accept or reject any Bid offer and to annul the Bidding Process and reject all Bid offers, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reason therefore.

6.11 On receipt of full amount in accordance with the LOA, DMRC shall issue a taking over notice to the successful bidder to take over the licensed advertisement spaces (metro train) on the specified date within 10(ten) days of making the payment of dues in accordance with the letter of acceptance. If the successful bidder fails to take over the licensed advertisement spaces (metro trains) on the scheduled date as mentioned in the letter of intent for whatsoever reasons, the same shall be deemed handed over on the 11th day from the date receipt of full LOA payment or on the intended date of handing over whichever is earlier. If DMRC fails to hand over any part of a licensed advertisement spaces (metro trains) within specified period, the successful bidder voluntarily and unequivocally agrees not to seek any claim, compensation, damages or any other consideration whatsoever on this account.

CHAPTER-7: OBJECTIVES & SCOPE

7.1 Objective

a) To augment non-fare box revenue of DMRC through advertisements.
b) Position Delhi Metro as a most sought after destination for advertising.
c) Contribute to the aesthetical view of the Delhi Metro through high quality advertising comparable to world class Airports & Metro Railways and other leading destinations.
d) Provide value to the Corporate/s who advertises in Delhi Metro.
e) To promote Delhi Metro as the gateway to Tourism Networks in Delhi by highlighting Delhi's heritage and cultural beauty.

7.2 Scope of Work

The selected Bidder shall have rights to design, procure/manufacture, install, manage, operate, maintain, market and sell advertising opportunities at Selected Delhi Metro Trains subject to the terms and conditions specified in the License Agreement. Licensee shall be responsible for the following activities:-

a) The Licensee shall earmark 5% out of total available advertisement spaces inside the metro trains for carrying out DMRC campaign, social activities, social messages, etc. in consonance with its extant CSR policy. Cost for printing advertisements with regard to social marketing activities or social messages shall be borne by DMRC. Out of the total advertisement space to be allotted, 5% space is to be reserved for social messages i.e. 5% for CSR is including the total advertisement area and DMRC shall charge on the total tendered area.
b) Procurement, fabrication, installation & erection of advertising units. Advertisement inventory shall include prefabricated static advertisement spaces/panels, detail in Annexure-1of RFP and Annexure-I of DLA) inside metro trains. The Licensee shall bear the cost of integration, required software, and cost of conversion of the static panels to digital as permissible.
c) Operate, manage and maintain the entire advertisement plans.
d) Management of sales & marketing of the train advertising including providing adequate professionally trained manpower.
e) Design of themes depicting Delhi culture and its natural beauty and Delhi tourism for display at the advertising sites as per the tender conditions.
f) Promote DMRC amongst India's leading Destination Brands for Advertising.
g) Create new innovative advertising opportunities of metro trains including Experiential Marketing, advertisements by visual aids, and smart posters for use e-commerce for on-line or off-line shopping purposes, etc.
h) Obtain all approvals, permits, etc. from all competent authorities including different tiers of government, statutory, local, Civic Authorities, etc. at their own cost.
i) Comply with all statutory requirements in connection with License Agreement.
j) Ensure regular and timely payments of all amounts due to DMRC and discharge all obligations as per License Agreement.
k) All taxes including Municipal/Advertisement Taxes, GST and all other statutory dues where applicable shall be borne solely by the licensee without any contest.
l) At present, DMRC is not liable to share its revenue generated from advertisements inside DMRC Metro stations/Trains with local bodies including MCD, etc. However, if DMRC becomes liable to share revenue with local bodies from advertisements Inside Selected Metro Stations/Trains in future, then DMRC 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.

m) The details of available panels, display area (Static & Digital Panels) & PID is given as per Annexure 1 of RFP & DLA.

n) The maintenance of the static advertisement panels is to be carried out and done by the licensee at its own cost.The maintenance of the digital panels being used by the licensee shall be done by DMRC at the cost of licensee, the lump sum cost of which has been included in the maintenance/ service charges provided in the tender document i.e. **Rs. 3.00 Lakh per depot per quarter + GST**, to be increased and escalated @ 20% after completion of every 3 year of the License Period on compounding basis.

7.3 Route / Section/Trains Available For Advertisement Rights of Metro Trains on Line No.2.

Selected bidder shall be permitted to display advertisements inside Delhi Metro Trains on Line No. 2 at static advertisement spaces/ panels, Passenger Information Display (PID) screens inside metro trains, **Advertisements on DRMs (Digital Route maps) floor and strap hangers are not permissible.**

Badli depot

a) Number of Trains and their coaches, configuration etc. are likely to be increased/ modified in future in order to meet the commuter rush and demand.

b) Size of each pre-fabricated panel is A type=58X41 cm, B type=11.5X71.5cm

c) Total no. of panels in train sets 51 to 62 (all of BT trains)=2760 fabricated + 480 digital (Dot matrix type)= 3240 no.

Sultanpur Depot

a) Number of Trains and their coaches, configuration etc. are likely to be increased/ modified in future in order to meet the commuter rush and demand.

b) Size of each pre-fabricated panel is type-1=450X624 mm, type-2=800X140mm

c) Total no. of panels in train sets 1 to 13 (all of BT trains)= Total fabricated panels including Type-1 & Type-2= 2990 Nos

Note: For details kindly refer annexure-1

a) **Charging of License Fee:**

The licensee shall pay the quoted Annual License Fee for advertisement rights on DMRC trains on Line-2 of DMRC network, amounting as per the quoted rate to DMRC plus GST as applicable, payable for a period of 12 months. The license fee shall be payable in advance on quarterly basis to DMRC, by the last working day of previous running quarter, calculated on the basis of the quoted Annual License Fee.

The maintenance of the static advertisement panels is to be carried out and done by the licensee at its own cost.The maintenance of the digital panels being used by the licensee shall be done by DMRC at the cost of licensee, the lump sum cost of which has been included in the maintenance/ service charges provided in the tender document i.e. **Rs. 3.00 Lakh per depot per quarter + GST**, to be increased and escalated @ 20% after completion of every 3 year of the License Period on compounding basis.

The quoted Annual License Fee shall be escalated & increased by 20% on completion of every three (3) years of the license period on compounding basis.

7.4 The Advertisement Rights of Delhi Metro Trains shall be granted for trains under operation at Line-2 after issue of Letter of Acceptance and handing over of trains for display of advertisement by DMRC.

7.5 The configuration of each train set may be modified by DMRC at any stage on Line-2. DMRC may induct additional train sets in Line-2 or withdraw any train set from the service in Line-2, without giving any prior intimation to the Licensee. However, there shall not be any reduction/modification in the annual License Fee except for the provision for increase in license fee due to increase in holding beyond 200 cars/coaches on Line-2 as detailed below. Licensee will not have any claim for compensation, damages etc. in this regard.

7.6 **The amount of the license fee payable to DMRC shall remain valid up to 200 number of car coaches holding in Line 2. If there is any increase in car coaches beyond 200 on Line 2, the amount of license fee payable to DMRC shall be increased on pro-rata basis from the date of induction of the train from revenue service.**

7.7 The selected bidder/ licensee shall ensure that the train exteriors and interiors are not spoiled or damaged in the process of displaying the advertisements and particular care should be exercised while displaying advertisements.

CHAPTER-8: TERMS AND CONDITIONS

8.1 TENURE OF LICENSE

a) Tenure of the license agreement for Advertisement Rights for the said advertisement spaces for trains on Line-2 shall be for 9(nine) years from the date of handing over of first set of Trains for advertisement on Line-2 of DMRC network to the Licensee. Tenure of the agreement of the line/trains handed over subsequently for said agreement shall be co-terminus with the tenure of the trains handed over in the first lot. The date of handing over of first set of trains on Line-2 shall be considered as commencement date of License period. **There is no provision for any further extension of tenure of the License Agreement/ Contract. There shall be a fitment period of 30 days from the date of first handing over of the first lot of trains for advertisement or date of deemed handing over, whichever is earlier. The license fee shall commence immediately after expiry of the fitment period of 30 days i.e. from the 31st day from the date of first handing over of the first lot of trains for advertisement or date of deemed handing over, whichever is earlier.**

b) There shall be a lock in period of two years from the date of commencement of license period.

c) If the Licensee is desirous of surrendering the license hereby created before expiry of the lock-in period of 2 years, the License Agreement shall deemed to be surrendered on the date mentioned in surrender notice, subject to confirmation by DMRC. In such a case, the balance Interest Free Security Deposit/ Performance Security shall be forfeited in favour of DMRC after adjustment of outstanding dues, if any, payable to DMRC. No grace period shall be provided to licensee in such a case. DMRC may also recover the balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Security, from the other contracts of licensee in DMRC. Balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Security, shall also be recoverable from the licensee before licensee is permitted to remove their establishment(s) or else DMRC will seize their property at '0'/nil value. DMRC shall be free to dispose-off the seized property / goods in whatsoever manner as it deems fit. Licensee shall have no claim for compensation or consideration / damages in this regard.

d) The Licensee shall have option to surrender from the License Agreement immediately after completion of lock-in period of two years. For this, the licensee shall give 180 days prior notice/intimation to DMRC before completion of defined lock-in period. e.g.(In case lock-in period is of 2 years, prior intimation can be given after 1½ years)however, option to exit will be available only on completion of 2 years. In such a case, balance Interest Free Security Deposit/ Performance Security of the Licensee shall be refunded after adjusting the outstanding dues, if any, payable on the part of Licensee. DMRC may also recover the balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Security, from the other contracts of licensee in DMRC. Balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Security, shall be recoverable from the licensee before licensee is permitted to remove their establishment(s) or else DMRC will seize their property at '0'/NIL value. DMRC shall be free to dispose-off the said seized property/goods in whatsoever manner as it deems fit. Licensee shall have no claim for compensation or consideration/damages in this regard.

e) If the Licensee is desirous of surrendering the license after expiry of lock-in period without serving any prior intimation period or shorter intimation period than 180 days, the agreement shall deemed to be surrendered on completion of such improper /short intimation period. In such cases, the Interest Free Security Deposit/ Performance Security shall be refunded to the Licensee after adjustment of license fee for period shorter than 180 days (notice period) and outstanding dues, if any. DMRC may also recover the balance outstanding dues, if they are more than Interest Free Security Deposit/ Performance Security, from the other contracts of licensee in DMRC.

Balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Security, shall also be recoverable from the licensee before licensee is permitted to remove their establishment(s) or else DMRC will seize their property at '0'/NIL value. DMRC 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 in this regard.

f) In case of successful completion of the full term of the License period i.e. Nine (9) years of License period, Interest Free Security Deposit/Performance Security of the Licensee shall be refunded after adjusting the outstanding dues, if any. If balance outstanding dues are more than Interest Free Security Deposit/Performance Security, they shall also be recoverable from the licensee before licensee is permitted to remove their establishment(s) or else DMRC will seize their property at '0'/NIL value & be free to dispose of the same in any manner as deemed fit. DMRC reserves it right to recover the balance outstanding dues from the other contracts of licensee in DMRC.

8.2 TAXES AND OTHER STATUTORY DUES

a) All other statutory taxes, statutory dues, local levies, GST, etc. as applicable from time to time shall be charged extra and shall be remitted along with the License Fee for onward remittance to the Government. The Licensee indemnifies DMRC from any claims that may arise from the statutory authorities in connection with this License.

b) Payment of stamp duty for execution of license agreement, if any, shall be borne by licensee.

c) Taxes/Municipal Taxes, if any, shall be solely borne by licensee.

d) The licensee will not ask for any claim or compensation from DMRC if advertisements are not permitted due to local laws/ action of civil authorities. The maintenance of all static advertisement inserts will be borne by licensee.

e) At present, DMRC is not liable to share its revenue generated from advertisements inside Metro Trains with local bodies including MCD, etc. However, in future, if DMRC becomes liable to share revenue with local bodies from advertisements inside Delhi Metro Trains in future including those from train wraps, DMRC 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.

8.3 Interest Free Security Deposit:

a) The selected Bidder(s)/Licensee shall submit& pay Interest Free Security Deposit to DMRC equivalent to half yearly (6 months) License Fee as quoted by the bidder for the total number of trains as mentioned in Annexure-1 for the line -2. The present rate of GST is 18%. Any revision in rates of GST shall also be applicable.

b) The selected Bidder is required to pay & deposit minimum 25% of the Interest Free Security Deposit/Performance Security in the form of DD/PO/RTGS/NEFT/Customer Pay Portal only in favour of DMRC Ltd payable in Delhi/ New Delhi & issued by a scheduled commercial bank , the remaining or 75% of Interest Free Security Deposit/Performance Security can be paid &submitted in the form of Bank Guarantee (BG)/DD/PO/ DD/PO/RTGS/NEFT/Customer Pay Portal in favour of DMRC Ltd. Interest Free Security Deposit/Performance Security up to Rs.10 lakh shall be payable in the form of DD/PO only.

c) The interest free Security Deposit shall be accepted in the following form:

i) Bank Draft/PO in favor of DMRC Ltd, payable at Delhi/New Delhi & issued from a Scheduled Commercial Bank based in India, or

ii) Irrevocable Bank Guarantee in the prescribed format as per annexure-III of DLA issued by the State Bank of India or any other Nationalized Bank or any other Scheduled Commercial Bank, acceptable to DMRC, from /payable at branches located in Delhi/ New Delhi. The Bank

Guarantee shall be valid for at least three years. The Bank Guarantee shall be extended and renewed every three years, on rolling basis, well before expiry of the previous Bank Guarantee, failing which the previous Bank Guarantee shall be invoked and encashed by DMRC without any prior intimation to the licensee. For last year of license period the Bank Guarantee shall be extended and renewed for residual period of contract plus six months and shall renew it further, if required, till the final settlement of all accounts failing which the Bank Guarantee of the Licensee shall be invoked and en-cashed by DMRC without any notice to the licensee. The BG issuing bank must be on structured financial messaging system (SFMS) platform and an advice of Bank Guarantee must invariably be sent by the issuing bank to the designated bank of DMRC through SFMS before it becomes operative & acceptable to DMRC. It is therefore in the own interest of the licensee to obtain from DMRC details of its designated bank & to advise these to the BG issuing Bank & request them to send advice of the BG through the SFMS platform, to DMRC's designated Bank for this purpose

d) In case of a JV/ Consortium, the Interest Free Security Deposit/ performance security is to be submitted in the name of its JV/Consortium. However, splitting of the Interest Free Security Deposit/performance security (while ensuring the Interest Free Security Deposit/ performance security is in the name of JV/Consortium) and its submission by different members of the JV/ Consortium for an amount proportionate to percentage stake or otherwise is also acceptable.

e) The License Fee, maintenance charges for the digital screens and the Interest Free Security Deposit shall be escalated& increased by 20% on completion of every 3 (three) years of the License period i.e. after every 3 years from the commencement date of License period on compounding basis. On Completion of every three years, the escalated IFSD shall be paid/calculated on the basis of increase in the number of cars/trains, which are actually in operation on the said date of escalation.

f) The Interest Free Security Deposit / Performance Security shall be escalated & increased by 20% after every three years from the commencement date of License period on compounding basis (25% of the Interest Free Security Deposit/Performance Security shall be paid to DMRC in the form of DD/PO only, the remaining or 75% of Interest Free Security Deposit/Performance Security can be submitted & paid in the form of Bank Guarantee (BG)/DD/PO. Interest Free Security Deposit/Performance Security up to Rs.10.00 Lakh shall be payable in the form of DD/PO only. The Interest Free Security Deposit / Performance Security shall not be modified on account of any increase or decrease in the number of coaches as per Annexure-I for the first 3 years of the contract period.

8.4 Minimum Material Specifications

Licensee shall provide advertisement media confirming to international standards of high quality advertising comparable to Airports and Metro of leading nations. Advertising media is to be made from Fire Retardant, Low Smoke and comply with all Indian and International Standards.

Chapter: 9

Factors Governing Selection of Permissible Advertisements / Negative Advertisements:

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

a) The licensee is prohibited from carrying information or graphic or other items relating to alcohol and tobacco products.

b) The licensee will not have objectionable and indecent portrays of people, products or any terms.

c) The use of DMRC name, logo or title without prior written permission is strictly prohibited. No co-branding with the Licensor is allowed, without prior permission.

d) No Surrogate advertisements are permitted unless application for placement of the same is accompanied by "no objection certificate" from the Ministry of Information and Broadcasting.

e) Advertisements pertaining to achievements by different Governments, their Departments, Ministries, Government Undertakings, other Authorities or Political Parties shall be permitted. However, no advertisement of any political party, person violating “Model Code of Conduct” shall be allowed during the period whereby "Model Code of Conduct" has been enforced by Election Commission. Further, no advertisement which violates “Model Code of Conduct" shall be permitted during the period whereby "Model Code of Conduct" have been enforced by Election Commission.

f) Any type of audio advertisement including that from Digital Media if any, shall not be allowed.

1. All advertisement creative has to be approved by DMRC before display in metro premises.
2. Metro Station naming and co-branding shall not be allowed.

g) **Negative List of Advertisements:** The Licensee shall take into account that the following types of advertisements are strictly prohibited:

i) Nudity.

ii) Racial Advertisements or advertisements propagating caste, community or ethnic differences.

iii) Advertisement of drugs, alcohol, cigarette, or tobacco items.

iv) Advertisements propagating exploitation of women or child.

v) Advertisement having sexual overtone.

vi) Advertisement depicting cruelty to animals.

vii) Advertisement depicting any nation or institution in poor light.

viii) Advertisement banned by the Advertising Council of India or by law.

ix) Advertising glorifying violence.

x) Advertisements of destructive devices and explosives depicting items, weapons and related items.

xi) Lottery tickets, sweepstakes entries and slot machines related advertisements.

xii) Advertisements which may be obscene or contain pornography or contain an "indecent representation of women".

xiii) Advertisements which may be defamatory, trade libelous, unlawfully threatening or unlawfully harassing.

h) It should be ensured that all political parties and candidates get equitable opportunity to have access to such advertisement spaces for election related advertisement during election period and such spaces should not be dominated/monopolised by any particular party(ies) or candidate(s). Fair and equal opportunity has to be given to all parties/candidates.

i) "No political advertisement shall be displayed/pasted at the space provided on lease for commercial advertisement during the period of model code of conduct. If there is any political advertisement in the provided space, the same shall be removed immediately on enforcement of the model code of conduct".

CHAPTER-10: MISCELLANEOUS

10.1 The Bidding Process shall be governed by and construed in accordance with the laws of India and the Courts at New Delhi shall have jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process. Even in such cases where DMRC asks for additional information from any bidder, the same cannot be adduced as a reason for citing any dispute.

10.2 During License period, all disputes between the successful bidder and DMRC shall be settled as per the Dispute Resolution procedure elaborated in the Draft License Agreement after signing the License Agreement.

10.3 DMRC, in 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 DMRC by, on behalf of, and/ or in relation to any Bidder; and/or
d) Independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder.

10.4 It shall be deemed that by submitting the Bid, the Bidder agrees and releases DMRC, 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 with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or in future.

CHAPTER 11:
Suspension/Banning Policy

After opening of financial bids of H-1. In case of any concealment or misrepresentation of facts, appropriate action(s), in accordance with tender conditions and "Suspension/Banning Policy, August 2019" of DMRC, shall be taken. The copy of "Suspension/Banning Policy, August 2019" of DMRC can be downloaded from tender section of DMRC website i.e. https://www.delhimetrorail.com/pages/en/general-conditions-of-contract-miscellaneous

Annexure-1

Details of Metro Trains on Line-2

DMRC network currently under operation of Train Services on Line-2 is as under:

Line No.	Section
Line-2	Samaypur Badli to HUDA City Centre

Details of Train and their configuration currently under operation in DMRC network is given in the table below:

Line No.	Train set of 8 Coaches	Total Holding (in No. of Train Coaches)	Total No. of Digital Panels/Screens in a Coach	Total No. of Pre-fabricated Panels in a Coach	Remarks
Line-2 (Badli Depot)	12	96	05 no. (Inside=03 no. Outside=02 no.).	A type=58X41 cm B type=11.5X71.5cm DT Car-A=13,B=15 M Car- A=12, B=17 T Car A=12,B=17	Digital screen in RS11 are Dot matrix type used for displaying destination information.

Notes:

d) **Number of Trains and their coaches, configuration etc. are likely to be increased/ modified in future in order to meet the commuter rush and demand.**

e) **Size of each pre-fabricated panel is** A type=58X41 cm, B type=11.5X71.5cm

f) **Total no. of panels in train sets 51 to 62 (all of BT trains)=2760 fabricated + 480 digital (Dot matrix type)= 3240 no.**

Details of Screens available for advertisement:

S. No.	Type of Inventory	No. of panels/screens to be used as 'Static Panels' in a coach	No. of Static Panels/Screens that can be converted from Static to digital at the cost of Licensee	Total Static Panels in a coach
1.	Static Advertisement panels	A type=58x41cm B type=11.5x71.5cm DT Car- A=13 , B=15 M Car A=12 B=17 T Car A=12, B=17	NA	DT Car-A=13 B=15 M Car- A=12 B=17 T Car- A=12 B=17
2.	Passenger Information Display (PID)	05 no. (Inside=03 no. Outside=02 no.)	NA	05 no. in each coach
3.	**Dynamic Route Map (DRM)**	**Not in the scope of this tender**	NA	

Details of Metro Trains on Line-2

DMRC network currently under operation of Train Services on Line-2 is as under:

Line No.	Section
Line-2	Samaypur Badli to HUDA City Centre

Details of Train and their configuration currently under operation in DMRC network is given in the table below:

Line No.	Train set of 8 Coaches	Total Holding (in No. of Train Coaches)	Total No. of Digital Panels/Screens in a Coach	Total No. of Pre-fabricated Panels in a Coach (in mm)		Remarks
Line-2 (Sultanpur Depot)	13	104(DT:26 +T+M:78)	0	Panel Type-1 Frame:450*624 Nos. Per DT:13 Nos. Per T/M:12	Panel Type-2 Frame:800 *140 Nos. Per DT:15 Nos. Per T/M:17	

Notes:

d) **Number of Trains and their coaches, configuration etc. are likely to be increased/ modified in future in order to meet the commuter rush and demand.**

e) **Size of each pre-fabricated panel is** type-1=450X624 mm, type-2=800X140mm

f) **Total no. of panels in train sets 1 to 13 (all of BT trains)= Total fabricated panels including Type-1 & Type-2= 2990 Nos**

Details of advertisements panels available for advertisement in train set 1 to13

S. No.	Type of Inventory	Panel Type-1	Panel Type-2	Remarks
1.	Static Advertisement panels	1274 Nos	1716Nos	
2.	Total No of panels in 13 trains of Sultanpur depot			
3.		Total No of panels 1&2 are=2990 (at SLPD)		

a) **Static Advertisement Panels**

At present, static advertisement panels as mentioned above of approximately size (54.5 X 38) cm at Badli depot and 450x624mm, 800x140 mm at Sultanpur depot are available for advertisement by licensee. 480 no of digital panels(Dot matrix type) are also available in train set of Badli depot. The maintenance of the static advertisement panels is to be done by the Licensee. The cost of conversion of static panels to digital advertisement screens shall be borne by the licensee. The maintenance of the digital panels being used by the licensee shall be done by DMRC at the cost of licensee, the lump sum cost of which has been included in the maintenance/ service charges provided in the tender document i.e. **Rs. 3.00 Lakh per depot per quarter + GST**, to be increased and escalated @ 20% after completion of every 3 year of the License Period on compounding basis.

Annexure-2

LETTER OF APPLICATION & INTEREST

(To be submitted (duly signed) by the Bidder or Authorized Signatory on Letter Head)

To

Joint General Manager/Property Business,
3rd Floor, A Wing, Metro Bhawan,
Fire Brigade Lane, Barakhamba Road,
New Delhi-110 001

Subject: "Tender to Licensing out Advertisement Rights of Delhi Metro Trains on Line No. 2".

Sir,

I / We understand: -

a) That this tender is to License out Advertisement Rights of Delhi Metro Trains on Line No. 2.

b) The Terms and Conditions governing the Tender to license out Advertisement Rights of Delhi Metro Trains on Line No. 2 and hereby agree to abide the same.

c) Agree to submit one LOA as a token of unconditional acceptance within 7 (Seven) days from the date of issue of LOA.

d) The selected Bidder(s) shall submit Interest Free Security Deposit/Performance Security to DMRC equivalent to half yearly (6 months) License Fee as quoted by the bidder for the total number of trains as mentioned in Annexure-1.

e) The selected Bidder is required to deposit minimum 25% of the Interest Free Security Deposit/Performance Security up to Rs.10 lakh in the form of DD/PO/Customer Pay Portal only. 75% or remaining of Interest Free Security Deposit/Performance Security shall be submitted in the form of Bank Guarantee (BG)/DD/PO/ Customer Pay Portal.

f) That the License Fee shall commence after expiry of fitment period i.e.30 days from the date of handing over of first lot of trains by DMRC.

g) To sign the License Agreement within the prescribed time or on date as indicated by the authorized representative of DMRC, failing which, DMRC may deem that Bidder are not interested in the offer and forfeit all payments made in favour of DMRC. Bidder hereby voluntarily and unequivocally agree not to seek any claim, compensation, damages or any other consideration whatsoever on account of such forfeiture and also agree not to enter into any correspondence on this account.

h) That the cost of Stamp Duty for execution of License Agreement, Registration Charges and any other related Legal Documentation charges/incidental charges shall be borne by us.

i) That all Taxes/Municipal Taxes, if any, shall be solely borne by us. GST as applicable from time to time shall also be paid by us.

j) Not to seek any claim or compensation from DMRC if certain advertisements are not permitted due to local laws/civil authorities. The maintenance of all advertisement inserts will be borne by us.

k) And satisfied with the locations of the advertisement areas and fully understand & comprehend the technical requirements. Bidder are also fully satisfied as to the business viability of licensing the advertisement panels and shall not claim any compensation, dues or any other consideration whatsoever on this account.

l) And shall abide by all terms & conditions and other clauses mentioned in this TAF, and is attached herewith duly signed and stamped on each page as token of my/our voluntary and unequivocal acceptance.

m) To undertake not to tamper/alter/modify the document in any manner what-so ever. DMRC may reject the tender outright in case it is found at any time that the Tender Application Form has been tampered/modified/altered in any manner. DMRC reserves the right to cancel the agreement, forfeiting all amounts in case of successful Bidder and also take necessary legal action. The Bidder voluntarily and unequivocally agrees not to seek any claim, compensation, damages or any other consideration whatsoever, in case DMRC takes necessary action to reject the tender/terminate the agreement, at any time it is found that the downloaded TAF has been tampered/ altered/modified or even corrected.

Signature _____
Name of the Authorized Signatory with rubber stamp

Address: _____
Telephone No: _____
Place: _____
Dated: _____

Annexure-3

FINANCIAL BID FORM (*available at https://eprocure.gov.in/eprocure/app)*

Name of the Bid: Licensing of Advertisement Rights of Delhi Metro Trains on Line No. 2 in DMRC Network.

Period of License: Nine (9) years with a Lock-in period of Two (02) years

The financial bid needs to be filled ONLY in the Bill of Quantity (BOQ) format available on https://eprocure.gov.in/eprocure/app.

Annexure-4

GENERAL INFORMATION OF THE BIDDER

(Each member in case of JV / Consortium)

1. (a) Name of the Bidder :

   (b) Country of Incorporation (in case of Firm) :

   (c) Address of the corporate headquarters and its Branch office(s), if any, in India :

2. Details of individual(s) who will serve as the point of contact/communication for DMRC within the Company:

   (a) Name :

   (b) Designation :

   (c) Company :

   (d) Address :

   (e) Telephone/Mobile Number :

   (f) Fax Number :

   (g) E-Mail Address :

3. In case of Consortium:

   (a) The information above (1 & 2) should be provided for all the members of the consortium.

   (b) Information regarding the role of each member should be provided:

S/N	Consortium Member Name	Equity Stake (%) in the Consortium	Role of the Member in the Consortium (i.e. whether Lead Member/Member)
1.			
2.			
3.			

Signed
(Name of the Authorized Signatory)
For and on behalf of
(Name of the Bidder / Lead Member)
Designation :
Place :
Date :

Annexure-5

FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF APPLICATION

Know all men by these presents, We _____ (name and address of the registered office) do hereby constitute, appoint & authorize Mr./Ms. _____ (name and residential address) who is presently employed with us and holding the position of _____ _____as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Tender, including signing and submission of all documents and providing information / responses to DMRC, representing us in all matters before DMRC, and generally dealing with DMRC in all matters in connection with our Tender.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

For

_____

Accepted

_____ (signature)

(Name, Title and Address) of the Attorney

Note: -

- *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(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*

*** It should be on non-judicial stamp paper of Rs.100/- duly notarized with supported by copy of Board of Resolution passed for this purpose only in case of company.*

Annexure-6

CONSORTIUM AGREEMENT/MEMORANDUM OF AGREEMENT
(Duly stamped on non-judicial stamp papers)

This Consortium Agreement/Memorandum of Agreement is executed at New Delhi on this _____ day of _____, 20___

BETWEEN

M/s _____, a Company incorporated under the Companies Act, 1956 (further amended in 2013) and having its Registered Office at _____ acting through its _____ duly authorized by a resolution of the Board of Directors dated _____ (hereinafter referred to as the 'LEAD MEMBER' which expression unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in interest, legal representatives, administrators, nominees and assigns) of the ONE Part;

AND

M/s _____, a Company incorporated under the Companies Act, 1956 (further amended in 2013) and having its Registered Office at _____ and acting through its _____, duly authorized by a resolution of the Board of Directors dated _____ (hereinafter referred to as the ('Participant member') which expression unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in interest, legal representatives, administrators, nominees and assigns) of the OTHER/SECOND PART

AND

M/s _____, a Company incorporated under the Companies Act, 1956 (further amended in 2013) and having its Registered Office at _____ and acting through its _____, duly authorized by a resolution of the Board of Directors dated _____ (hereinafter referred to as the ('Participant member') which expression unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in interest, legal representatives, administrators, nominees and assigns) of the THIRD PART]

Whereas Delhi Metro Rail Corporation Limited (hereinafter referred to as 'DMRC') has invited Tenders to License out Advertisement Rights of Delhi Metro Trains on Line No.2 AND WHEREAS the parties hereto have discussed and agreed to form a Consortium for participating in the aforesaid application and have decided to deduce the agreed terms to writing.

NOW THIS CONSORTIUM AGREEMENT/MEMORANDUM OF AGREEMENT HEREBY WITNESSES:

1. That in the premises contained herein the Lead Member and the Participant Member(s) having decided to pool their technical know-how, working experiences and financial resources, have formed themselves into a Consortium to participate in this DMRC's tender.

2. That the members of the Consortium have represented and assured each other that they shall abide by and be bound by the terms and conditions stipulated by DMRC for the tender.
3. That the Consortium has agreed to nominate _____ as the common representative who shall be authorized to represent the Consortium for all intents and purposes for dealing with DMRC and for submitting the bid as well as doing all other acts and things necessary for submission of the Tender.

4. That the shareholding of the members of the Consortium for this specified purpose shall be as follows:
   (i) The Lead Member _____ shall have _____per cent (___%) of shareholding with reference to the Consortium for this specified project.
   (ii) The Participant Member _____ shall have ____ (___%) of shareholding

with reference to the Consortium for this specified project.

(iii) [The Participant Member _____ shall have ____ (___%) of shareholding with reference to the Consortium for this specified project.]

5. That in order to fulfill the requirement of the tender process and also keep an altogether separate legal entity of the Consortium, the Members of the Consortium undertake to provide their own nominees as shareholders to the extent of their respective shareholding for the purpose of formation of a Special Purpose Company (SPC) through which the Consortium proposes to undertake the work.

6. That in case to meet the requirements of tender or any other stipulations of DMRC, it becomes necessary to execute and record any other documents amongst the members of the Consortium, they undertake to do the needful and to participate in the same for the purpose of the said project.

7. That it is clarified by and between the members of the Consortium that execution to this Consortium Agreement/Memorandum of Agreement by the members of the Consortium does not constitute any type of partnership for the purposes of provisions of the Indian Partnership Act and that the members of the Consortium shall otherwise be free to carry on their independent business or commercial activities for their own respective benefits under their own respective names and styles. This Consortium Agreement is limited in its operation to the specified project.

8. That the Members of the Consortium undertake to specify their respective roles and responsibilities for the purposes of implementation of this Consortium Agreement and the said project if awarded to the Consortium in the Memorandum & Articles of Association of the proposed Special Purpose

Company to be got incorporated by the Consortium Members to meet the requirements and stipulations of DMRC.

IN FAITH AND TESTIMONY WHEREOF THE PARTIES HERETO HAVE SIGNED THESE PRESENTS ON THE DATE, MONTH AND YEAR FIRST ABOVE WRITTEN.

1. (_____)
   Authorized Signatory
   (_____)
   For (Name of company)

2. (_____)
   Authorized Signatory
   (_____)
   For (Name of company)

Enclosure: Board resolution of each of the Consortium Members authorizing:

(i) Execution of the Consortium Agreement, and

(ii) Appointing the authorized signatory for such purpose.

Annexure-7

AFFIDAVIT (duly notarized)

(To be given separately by each consortium member/bidder on Stamp Paper of Rs. 100)

I, S/o ….. resident of …… …… the ……... (Insert designation) of the …….. (Insert name of the single bidder/consortium member if a consortium), do solemnly affirm and state as follows:

1. I say that I am the authorised signatory of ……..(insert name of company/consortium member) (hereinafter referred to as "Bidder/Consortium Member") and I am duly authorised by the Board of Directors of the Bidder/Consortium Member to swear and depose this Affidavit on behalf of the bidder/consortium member.
2. I say that I have submitted information with respect to our eligibility for Delhi Metro Rail Corporation's (hereinafter referred to as "DMRC") Tender Document for licensing Advertisement Rights of Delhi Metro Trains and I further state that all the said information submitted by us is accurate, true and correct and is based on our records available with us.
3. I say that, we hereby also authorize and request any bank, authority, person or firm to furnish any information, which may be requested by DMRC to verify our credentials/information provided by us under this Bid and as may be deemed necessary by DMRC.
4. I say that if any point of time including the License period, in case DMRC requests any further/additional information regarding our financial and/or technical capabilities, or any other relevant information, we shall promptly and immediately make available such information accurately and correctly to the satisfaction of DMRC.
5. I say that, we fully acknowledge and understand that furnishing of any false or misleading information by us in our Bid shall entitle us to be disqualified from the tendering process for the said project. The costs and risks for such disqualification shall be entirely borne by us.
6. I state that all the terms and conditions of the Tender Document have been duly complied with.

DEPONENT

VERIFICATION:-

I, the above named deponent, do verify that the contents of paragraphs 1 to 6 of this affidavit are true and correct to my knowledge. No part of it is false and nothing material has been concealed.

Verified at ……, on this ……. day of……..……..,20 .

DEPONENT

Annexure-8

UNDERTAKING FOR RESPONSIBILITY

(On Rs. 100/- stamp paper duly notarized)

_____ as a lead member of the consortium of ____ companies - namely _____ (Complete name with address) jointly & severely undertake the responsibility in regards to the license agreement with DMRC in respect of Licensing of …….:-

1. That, we Solely undertake that _____ (Name of the Company/ consortium member) shall conduct all transactions/ correspondences and any other activity in connection with License agreement pertaining to licensing Advertisement Rights of Delhi Metro Trains on Line-2.
2. That, all consortium members are jointly or severely responsible for all commitments / liabilities/ dues etc. to DMRC.
3. That, we further confirm that, the stake holding of lead member- _____ (Name of the company/ consortium member) shall always remain more than 51% and we, all consortium members, insure that there shall be no change in the stake holding of all parties during the initial lock-in period of license agreement.
4. We also confirm that our consortium was made on Dt._____, for seeking licensing Advertisement Rights of Delhi Metro Trains on Line-2 in support of which a copy of our Board Resolution is attached with this Undertaking.

(Authorized/CEO of all ____ consortium members to sign on undertaking with witness signatures)

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____

Witness 1.

2.

Annexure-9

CERTIFICATE OF STATUTORY AUDITOR/Chartered Accountant FOR ELIGIBILITY

(On the Letterhead of the Statutory Auditor /chartered accountant)

We have verified the relevant statutory and other records of M/s _____ [Name of Bidder], and certify that the cumulative gross turnover of M/s _____ (Name of the Bidder) in the last 3 completed financial years is Rs. _____.

Year wise detail of Annual Gross Turnover is as under:

Name of Bidder or member of JV	Annual Gross Turnover		
	2020-21	2021-22	2022-23
Name of Bidder or member(1) of Consortium/JV			
Name of Bidder or member(2) of Consortium/JV			
Name of Bidder or member(3) of Consortium/JV			
TOTAL			

Name & address of Bidder's Statutory Auditors:
Signature and Seal of the Statutory Auditor clearly indicating his/her membership number

Note: Turnover as brought out in the audited annual financial results is to be indicated in above table and certified by the statutory auditor of the Bidders.

All the documents or certifications which are provided by CA after 1st July, 2019, must contain UDIN thereon and the particulars of certifications must be same as mentioned on document/certification and submitted to ICAI on its website which can be verified online on https://udin.icai.org/search.

Annexure -10

(**On Non judicial stamp paper of Rs 100/-duly notarized)**

UNDERTAKING FOR NOT BEING BANNED FROM BUSINESS
(As per clause No. 3.13 of Tender Document)

We do hereby undertake & confirm that DMRC/any other Metro Organisation (100% owned by govt.)/Ministry of Housing & Urban Affairs/Order of Ministry of Commerce, applicable for all Ministries have not banned/debarred business with us as on the date of tender submission.

Also any work executed by us either individually or as a member in a JV/Consortium, has not been rescinded/ terminated by DMRC after award of contract to us during last 3 years (from the last day of the previous month of a tender submission) due to non –performance either on our own or as a member of JV/Consortium.

In case at a later date the undertaking is found to be false or incorrect, DMRC shall have the right to cancel the allotment/license and forfeit all payments made by the licensee including the interest free security deposit after adjustment of all dues payable by the licensee.

STAMP & SIGNATURE OF AUTHORISED SIGNATORY

Note:

1. In case of JV/Consortium, the undertaking shall be submitted by each member of the JV/Consortium.
2. The undertaking shall be signed by authorized signatory of the tenderer. In case of JV/Consortium by the authorized signatory of the constituent members & duly counter signed by the authorised signatory of tenderer.
3. In all cases where the Bidding Entities fulfils the eligibility criteria by way of & on account of submission of the financials of its group holding company and/or other group subsidiary company controlled by the same holding as per Clause 3.1 to 3.12 of RFP, the above undertaking shall be executed by such holding as well as group subsidiary company.

Annexure-10A

Declaration/Undertaking

(On letter head of holding company)

Declaration/undertaking is executed at _____ (place) _____ on this the _____ day of____ (month and year) _____

We hereby declare, confirm and undertake as follows:

1. That we M/s _____ (name of holding co) ___("Z")_____are a company incorporated in (name of country)_____on___(date)_____& have our Regd. Office at _____(address)_____.
2. That M/s ____(foreign entity whose financials/turnover is resorted to)_____("X") is our wholly owned subsidiary company also incorporated in ____(name of country)_____on _____(date)_____.
3. That M/s _____(bidder)_____("Y")_____ is wholly owned subsidiary company incorporated in India on _____(date)_____ under the companies act, 1956/2013 having its Regd. Office at _____(address)_____ .
4. That our wholly owned Indian subsidiary company M/s _____("Y")_____is intending to take part in a tender for advertisement on line _____(name of tender) of DMRC and offer a bid there under, relying on & based on financials of its foreign group holding company and/or of the above said group subsidiary company in order to meet the eligibility criteria for the said tender.
5. We_____("Z")_____(holding company) and _____("X")_____(subsidiary company incorporated overseas) hereby confirm and under take that we are fully aware of the implications of the above submission ____by ("Y")_____ and give our explicit and unconditional consent and agreement to the same/above and shall willingly submit the required financial statement to our Indian subsidiary for onward submission to DMRC. We further undertake that all the terms and conditions of the said tender are acceptable to us and shall be binding upon us.

Confirmed above
Signature of bidder

1. Holding company signature (With stamp)
2. Subsidiary company Signature (With stamp)

Annexure-10 (B)

UNDERTAKING FOR DOWNLOADED TENDER DOCUMENT

We here by confirm that, we have downloaded/read the complete set of tender documents /addendum/corrigendum/clarifications along with the set of enclosures hosted on e-tendering portal https://eprocure.gov.in/eprocure/app. We confirm that we have gone through the Tender Documents, addendum/corrigendum and clarifications up to the date of opening of bids on the e-tendering portal [https://eprocure.gov.in/eprocure/app]. We confirm our unconditional acceptance for the same and have considered these in the submission of our financial bid. We/I hereby give our acceptance to all the terms and conditions of the Tender Document as well as the draft licensee agreement.

Company Name _____

Name_____

Signature_____

Date: _____

Postal Address _____

E-Mail ID _____

Phone _____ FAX _____

Company Seal:

Annexure-11 (A)

(Undertaking as per Clause 3.12 of Tender Document)

{To be submitted by bidder (single entity/JV) and also by each member of JV/Consortium separately}

1.0 We, _____, hereby undertake that we have following lease / license / concession agreement of DMRC property (ies) (as on the date of submission of this tender).

S. No.	Lease/Contract Agreement No.	Date of Start	Date of Completion	Due date of Payment of last pending invoice	Remarks

2.0 It is certified that, as on last date of submission of this tender, no dues are pending on our account against invoices raised by DMRC before 31.12.2019 in any of the above agreement(s) either as a single entity or as a member of JV/consortium or SPV of JV/consortium/single entity.

Note: In case the bidder is not an existing lessee / licensee / concessionaire of DMRC, they may write "Not Applicable/Nil" in this annexure.

Signature of Authorized signatory of Bidder

Annexure-11 (B)

(Undertaking as per Clause 3.12 of Tender Document)

{To be submitted by bidder (single entity/JV) and also by each member of JV/Consortium separately}

1.0 We, _____, hereby undertake that we have following lease/license/concession agreement of DMRC property (ies) (as on last date of submission of this tender).

Sr. No.	Lease/ Contract Agreement No.	Date of Start	Date of Completion	Date of taking over of leased / licensed space / premise	Date of handing over (vacate) of leased / licensed space / premises	If provision of moratorium period, the date of end of moratorium period	Date on which Escrow account opened & Account No.	Remarks

a. It is certified that we (either as a single entity or as a member of JV/consortium of SPV of JV / consortium / single entity) have vacated the leased / licensed space / premises within the grace period (if provided) after completion of the tenure of the license / pre-mature terminated / surrender.

b. It is certified that we (either as a single entity or as a member of JV/consortium of SPV of JV / consortium / single entity) have taken over the space / premises leased / licensed to us, within due date & time.

c. It is certified that we (either as a single entity or as a member of JV/consortium of SPV of JV / consortium / single entity) have not encroached on the common areas / circulating areas or any other space which is not leased / licensed to us and vacated the area if notice issued to us

d. It is certified that we (either as a single entity or as a member of JV/consortium of SPV of JV / consortium / single entity), having lease / license agreement(s) of DMRC in which there is a provision of opening of Escrow account, have opened the Escrow account / will open escrow account before the end of moratorium period and ensuring that sub lessee make all the payments whatsoever through escrow account and remitting all DMRC dues through said Escrow account.

Note: During evaluation if it is found that incorrect information has been furnished by us for any DMRC property, we undertake that our submission will be considered ineligible and summarily rejected.

*Strike over which is not applicable.

Signature of Authorized signatory of Bidder

Annexure-12

Undertaking for Responsibility (For Bidders)

(On Rs.100/- stamp paper duly notarized)

_____as a bidder for and on behalf of _____, complete name with address) jointly & severely undertake the responsibility in regard to the license agreement with DMRC in respect of licensing of Advertisement rights of Delhi Metro Trains on Line-2 (Magenta Line) in DMRC Network:

1. That, I/We solely undertake that I/we _____ (name of the bidder) shall conduct all transactions/correspondences and any other activity in connection with License Agreement pertaining to Advertisement rights of Delhi Metro Trains on Line-2 (Magenta Line) in DMRC Network with DMRC Ltd.

2. That I/we are solely or severely responsible for all commitments/liabilities/dues etc. to DMRC ltd. In respect of this allotment of Advertisement rights of Delhi Metro Trains on Line-2 (Magenta Line) in DMRC Network.

(Bidder to sign on undertaking)

Annexure - 13

Details of Bank Account for refund of Tender Security/EMD (Applicable if EMD/Tender Security deposited through Demand Draft/Banker's Cheque/RTGS/NEFT/IMPS/Customer payment portal)

a) Name of firm/Bidder:
b) Complete Address:
c) Name of the Bank:
d) Branch:
e) Address of the Bank Branch:
f) Name of the account holder in Bank:
g) Account Type:
h) Account Number:
i) IFS Code of the bank Branch:
j) A copy of cancelled Cheque of the Bidder/Firm
(A copy of cancelled cheque to be enclosed)

Signature of the Authorized person
of the Bidder with seal & Date

Notes:-

a) EMD/Tender Security will be refunded through NEFT/RTGS/IMPS/DD/Bankers Cheque/Customer payment portal/any other mode of payment, in the name of firm and bank account mentioned in this annexure, which shall be of same firm and account through which EMD/Tender Security has been paid to DMRC.

b) EMD/Tender Security shall be paid in compliance**.**