

DELHI METRO RAIL CORPORATION LIMITED



**Request for Proposal for
Exclusive Co-Branding rights at Selected Metro Stations of DMRC Network
(For stations of Phase-I, II & III)**

(RFP-323M043713)

Delhi Metro Rail Corporation Ltd

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

India

www.delhimetrorail.com/corporate

pbidders@dmrc.org

Bid Document for

**Proposal for Exclusive Co-Branding Rights
At Selected Metro Stations of DMRC Network
(For stations of Phase-I, II&III)**

(RFP-323M043713)

Name and address of the Bidder to whom issued:

.....
.....
.....
.....

Date of issue.....

Issued by.....

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

1. Chapter

Sl. No.	Chapter	Page No
1	Chapter	3
2	DEFINITIONS	4
3	NOTICE INVITING TENDER	6
4	INSTRUCTIONS TO BIDDERS	15
5	OBJECTIVE AND SCOPE OF EXCLUSIVE CO-BRANDING AT SELECTED METRO STATIONS OF DMRC NETWORK	23
6	GENERAL TERMS FOR EXCLUSIVE CO-BRANDING AT SELECTED METRO STATIONS	38
7	INTEREST FREE SECURITY DEPOSIT & PERFORMANCE GUARANTEE	40
8	TENURE OF LICENSE AGREEMENT	44
9	SUBMISSION OF BIDS BY BIDDERS	46
10	EVALUATION OF BIDS	51
11	BANNING POLICY	53
12	MISCELLANEOUS	54

Annexure

Annexure-1	SELECTED METRO STATIONS FOR AWARDING EXCLUSIVE CO-BRANDING	55
Annexure-2	LETTER COMPRISING THE BID	62
Annexure-3	DETAILS OF THE BIDDER	65
Annexure-4	POWER OF ATTORNEY OF BIDDER	67
Annexure-5	CERTIFICATE OF STATUTORY AUDITOR/CHARTERED ACCOUNTANT	68
Annexure-6	FINANCIAL BID/BOQ (FORMAT)	69
Annexure-7	UNDERTAKING FOR DOWNLOADED TENDER DOCUMENT	70
Annexure-8	UNDERTAKING FOR NOT BEING BANNED/DEBARRED FROM BUSINESS	71
Annexure-9	UNDERTAKING FOR TIMELY PAYMENT OF OUTSTANDING DUES IN DMRC	72
Annexure-9A	UNDERTAKING FOR OLD CONTRACTS IN DMRC	73
Annexure-10	CONSORTIUM AGREEMENT/MEMORANDUM OF AGREEMENT	74
Annexure-11	AFFIDAVIT (DULY NOTARIZED)	77
Annexure-12	UNDERTAKING FOR RESPONSIBILITY	78
Annexure-13	DECLARATION/UNDERTAKING REGARDING HOLDING/ SUBSIDIARY COMPANY	79
Annexure-14	UNDERTAKING FOR RESPONSIBILITY (FOR ALL BIDDERS)	80
Annexure-15	DETAILS OF BANK ACCOUNT FOR REFUND OF TENDER SECURITY/EMD	81

2. Definitions

- a) **“Advertisements” or “Advertising”** means display of any advertisement material including pictures, printed material, electric/electronic media, smart posters, holographic images, visual display or any other innovative advertising media, etc. which are not objectionable or prohibited under various statutes, codes, policies, etc. as applicable from time to time.(except audio advertising).
- b) **“Advertising Tax”** means any amount payable to local government authorities as a result of public display of commercial messages or any other advertisement campaign.
- c) **“Agreement”** means the License Agreement to be executed between DMRC and the selected bidder in the format approved by DMRC & includes any amendments annexure hereto made in accordance with the provisions hereof.
- d) **“Applicable Laws”** means all laws, brought into force and effect by Govt. of India, State Governments, local bodies and statutory agencies and rules / regulations / notifications issued by them from time to time. It also include judgments, decrees, injunctions, writs and orders of any court or judicial authority as may be in force and effected from time to time.
- e) **“Bidder”** means any entity which is a registered sole proprietorship firm, a partnership firm or a company having registered office in India, or a combination of above in the form of Joint Venture (JV), etc. which is submitting its bid pursuant to RFP Documents.
- f) **“Bid Security”** means the refundable amount to be submitted by the Bidder along with RFP documents to DMRC
- g) **“Commencement Date”** means the date of commencement of License Agreement after expiry of fitment period subsequent to handing over of the station, as defined in RFP document.
- h) **“License”** means the Co-Branding activities granted by DMRC to the Licensee at Metro Station under terms and conditions of the License Agreement.
- i) **“Licensee”** means the Selected Bidder, who has executed the License Agreement with DMRC pursuant to the conclusion of the bidding process.
- j) **“License Fee”** means the amount payable by the Licensee to DMRC as per terms and conditions of the License Agreement.

- k) **“License Period”** means a period of 10 years subsequent to expiry of fitment period after handing over of the station.
- l) **“DMRC”** mean Delhi Metro Rail Corporation Limited.
- m) **“Interest Free Security Deposit/ Performance Security”** means interest free amount to be deposited by the Licensee with DMRC as per terms and conditions of License Agreement as a security against the performance of the License agreement.
- n) **“Places available for advertisement” or “Advertising Spaces”** means premises at selected Delhi Metro Station where Co-Branding activities including/excluding Advertisement Rights as per relevant scope are proposed to be granted as per terms and conditions of the agreement.
- o) **“Selected Bidder”** means the bidder who has been selected by DMRC, pursuant to the bidding process for award of License.
- p) **“Co-Branding”** mean the right assigned to the Licensee to only suffix or prefix any brand name with the name of licensed Metro Station along with other rights in accordance with terms & conditions of the agreement.

3. NOTICE INVITING TENDER

The National Capital Region (NCR) which comprises of the Indian Capital New Delhi along with its satellite towns is the most populous urban agglomeration in India. Delhi with a total population nearing 17 million residents is the 10th most populous city in the world and is the 7th biggest urban agglomeration in the world with a population of 23 million people. Delhi Metro Rail Corporation Limited (DMRC) was incorporated on 03-05-1995 under the Companies Act, 1956. DMRC undertook the construction activities to provide a world class MRTS for Delhi and the neighboring satellite towns, the first section of Phase-I was made operational on 25-12-2002. DMRC has since completed the construction of Phase-I, Phase-II, and partially Phase-III network comprising of **248 stations**. As of today, DMRC network comprises of 10 operational lines, along with the Airport Express Line with Appox. 6.0 million Passenger Journeys per day. Passenger Journeys have reached more than 95% of Pre- Covid level.

- 3.1. DMRC invites E-Tenders on two packet system from interested parties which may be a sole proprietorship firm, a partnership firm or a company having registered office in India and incorporated under the company act 1956/2013, or a combination of above in the form of Joint Venture (JV)/consortium for selection of Licensee for granting the license for exclusive co-Branding at Selected DMRC Metro Stations of DMRC Ltd. DMRC shall receive E- Bids pursuant to this RFP document, in accordance with the terms set forth herein as modified, altered, amended and clarified from time to time by DMRC. Bidders shall submit **their bids** in accordance with such terms and conditions on or before the date specified in this document. Bidders are advised to visit the DMRC premises at the respective stations / site and familiarise themselves with various arrangements and all activities necessary in this regard.

Request for Proposal Document (non-transferable) can be downloaded from the web site <https://eprocure.gov.in/eprocure/app>. Cost of RFP Document (Non-refundable) is **Rupees Twenty Three Thousand Six Hundred only (Rs.23,600/-) (including 18% GST)**. RFP Document cost shall be submitted through online mode only i.e.

RTGS/NEFT/ECS/Customer payment portal DMRC's authorized bank name and account no. to which payments to be made –**Union Bank Of India, F-14/15, Connaught Place, New Delhi-110001, IFSC- UBIN0530786, Acct No-307801110050003, Name of Account Holder- DMRC Ltd. Property Business Account.**

- 3.2. Bidder shall submit bid document along with bid document cost and Bid Security. The bidder shall specifically quote the name of the station / stations for which the bidder is submitting the bid document as per format at **Annexure- 3**. However, **bid document cost amounting to Rs. 23,600/- (including 18% GST)** shall only be payable irrespective of whether the bidder submits the bid for one or more station. EMD /Bid security for each station is Rs. 10 lakhs for each station, bidders submitting bids for more than one station shall be required to submit **bid security/EMD of Rs. (10) Ten lakhs for each station for which bid is submitted**.

- 3.3. Addendum/Corrigendum, if any, will be placed on our website only time to time. RFP/DLA document can also be downloaded from the website <https://eprocure.gov.in/eprocure/app> and may be submitted along with document

(RFP for Co-Branding Rights of Selected Metro Stations of DMRC Network– (323M043713)

cost at the time of submission of RFP bids along with bids for each station. *Late/ delayed RFP received after the stipulated date and time of submission of RFP shall be rejected out rightly.*

3.4. Schedule of Bidding Process for RFP

1.	Sale of Tender Document	From 30.08.2023 16:00 Hrs to 03.10.2023 16:00 Hrs. on e-Tendering website https://eprocure.gov.in/eprocure/app For further information on this regard bidders are advised to contact on 23417910-12 (Ext: 534776), For technical queries related to Central Procurement Portal, Help Desk No: 0120-4200462, 0120-4001002, 011-23417910/12, Extn. No. 534981
2.	Cost of Tender Document (Non-Refundable)	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/ECS/Customer payment portal. DMRC's authorized bank name and account No. to which payments to be made — Union Bank Of India, F-14/15, Connaught Place, New Delhi-110001, IFSC-UBIN0530786, Acct No-307801110050003, Name of Account Holder –DMRC Ltd. Property Business Account.
3.	EMD/Bid Security	Rs.10,00,000/- (Rupees Ten Lakhs only) for each station for which bid/is submitted, payment shall be paid through online mode only i.e. RTGS/NEFT/ECS/Customer payment portal. DMRC's authorized bank. Account Holder Name- DMRC Ltd. Property Business account. Bank Name- Union Bank of India Bank Address- F-14/15, Connaught Place, New Delhi, IFSC- UBIN0530786 MICR Code- 110026006 Account No- 307801110050003
4.	Pre-Bid meeting	13.09.2023 at 11:00 hrs at 3 th floor, Conference Hall, Metro Bhawan. Video conference link shall also be provided to participants who can't attend person.
5.	Last Date of receipt of written queries(if any)	13.09.2023 (till 17:30 hrs), can be e-mailed to: pbtenders@dmrc.org aktripathi_631@dmrc.org shiwa@dmrc.org

6.	DMRC's response to queries by	19.09.2023 till 17:30 Hrs.
7.	Time of submission of Bid on e-portal	From 21.09.2023 (10.00 Hrs) to 03.10.2023 (till 16:00 Hrs)
8	Date & Time of Opening of Technical Bids online	04.10.2023 at 16:00 hrs
9.	Validity of Bid	Up to 180 days from the last date of submission of tender.

3.5. **Schedule of Various Stages:** The License shall follow the following time lines:

SN	Stage of Activity	Time Period
1	Payment of Interest Free Security Deposit/ Performance Security i.e. 12 (Twelve) month License Fee to DMRC by Licensee.	Within 30 days of issue of Letter of Acceptance.
2	Stations to be handed over to Selected Bidder.	Within 7 days of making the due payments in accordance with LOA.
3	Signing of License Agreement	Within 30 days after date of handing over of the Station(s).

3.6 Eligibility Criteria:-

(a) Bidders shall have a minimum annual average Gross turnover of **Rs. 1,00,00,000/- (One Crore rupees only)**(i.e. aggregate of **Rs. 3,00,00,000/- (Three Crore Rupees only)** in last 3 (three) audited financial statements/years [i.e. 2020-2021, 2021-2022 & 2022-2023] certified by a Chartered Accountant with stamp and signature. Here, gross turnover shall mean turnover from all sectors(s) of business (es). The bidder shall upload audited financial statements including profit-loss account of above mentioned last three financial years.

In case audited balance sheet of the last financial year is not made available by the bidder, they have to submit an affidavit along with certificate from chartered accountant certifying that 'The balance sheet for 2022-2023 has actually not been audited so far'. In such a case the financial data audited of financial year 2019-2020 may be submitted, which will be taken into consideration for evaluation. If audited balance sheets of last three preceding years (other than the last financial year) are not submitted, the bid shall be considered as non-responsive and shall not be evaluated.

In case of a Bid by a JV/Consortium of firms, the audited report of each relevant member of JV/consortium of firms for the last 3 financial years shall have to be submitted and following shall be abided by their members:

- (i) For the purpose of evaluation of the consortium, each member's contribution towards the turnover shall be considered in the same ratio of their equity participation in the consortium. (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. In such a

condition, 70% of 'A''s total turnover and 30% of 'B''s total turnover will be taken into consideration for evaluation of eligibility of the JV).

- (ii) 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.
- (iii) 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 en cash Security Deposit/Performance Security and /or to terminate the License Agreement after 30 day notice.
- (iv) Minimum percentage stake of any member in JV/Consortium during license period (including lock-in period) shall not be less than 15%.
- (v) 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.
- (vi) All members of such entity shall be jointly and severally liable for the due performance of License agreement.

3.6.(b) The Bidders shall submit along with the RFP Application a bid security of **Rs. 10,00,000/- (Rs. Ten lakhs only)** for each station for which bid is being submitted as detailed under clause document. The payment shall be made through online mode only i.e. RTGS/NEFT/ECS/Customer payment portal DMRC's authorized bank name and account No. to which payments to be made — **Union Bank of India, F-14/15, Connaught Place, New Delhi, IFSC code – UBIN0530786, MICR code – 110026006 A/c No. – 307801110050003, Name of Account Holder- DMRC Ltd. Property Business Account.**

The Bid shall be summarily rejected if it is not accompanied **with receipt of valid bid security of appropriate amount**. The bid security/EMD must invariably be submitted to DMRC by the stipulated time frame as given in clause 3.6 (3) of RFP, failing which the bid is likely to be rejected. The bid security of the selected Bidder shall be adjusted against the interest free security deposit. **The bid security (submitted towards the bid) of unsuccessful bidders/bidders, shall be refunded after award of contract, without considering any interest, thereof.** If the bidder withdraws its bid at any stage, the Bid Security amount of the bidder shall be forfeited by DMRC.

c). Undertaking for not being banned from Business:

As on date of Tender submission:

- (i) DMRC/ any other metro organisations (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 bidders (including any member in case of JV/consortium) as on the date of tender submission. The bidders should submit undertaking to this effect in **Annexure 8 of Tender Document**.
- (ii) Also no contract of the tendered 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 a tender submission) due to non-performance of the bidders or any of JV/Consortium members. The bidders should submit undertaking to this effect in **Annexure 8** of Tender Document.

- (iii) In case at a subsequent date the successful bidder/licensee is found to have banned for business as given above, DMRC shall be at liberty to and have full right to cancel the allotment of licensee for co-branding rights and forfeit the interest free security deposit after adjusting any dues payable by the licensee. The tendered should submit undertaking to this effect in annexure-8 of tender document.
- d) **Undertaking for due as per Annexure-9:** Licensee has to give undertaking that as on last date of submission of tender no dues are pending on his account 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.
- e) The bidders may obtain further information/ clarification, if any, in respect of these tender documents from the office of ED/PB, 3rd floor, A-wing, Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi –110 001.
- f) The intending bidders must be registered on e-tendering portal <https://eprocure.gov.in/eprocure/app>. Those who are not registered on the e-tendering portal shall be required to get registered beforehand. If needed they can be imparted training on 'online tendering process'. After registration the bidders will get user id and password. On login bidders can participate in tendering process and can witness various activities of the process. Tender Document can also be downloaded from DMRC's website www.delhimetrorail.com under tab 'Tenders' and subhead 'Property Development & Property Business Tenders' **and has to be submitted online through e-tendering portal <https://eprocure.gov.in/eprocure/app> only.**
- g) The authorized signatory of intending bidders, as per Power of Attorney (POA), must have valid *class-III* digital signature. The tender document can only be downloaded or uploaded using Class-III digital signature of the authorized signatory.
- h) Tender submissions will be made online after uploading the mandatory scanned documents towards cost of tender documents and bid security such as details of online payment details i.e. RTGS/NEFT/ECS/Customer payment portal receipts and other documents as stated in the tender document.
- i) Late tenders (received after date and time of submission of bid) shall not be accepted under any circumstances.
- j) DMRC reserves the right to accept or reject any or all proposals without assigning any reasons. No bidders shall have any cause of action or claim against the DMRC for rejection of his proposal.
- k) Bidder shall note that the maximum number of files can be uploaded is seven. All the uploaded files in tender submission should be named properly and arrange systematically. No special character/space should be there in the uploaded file name.
- l) The bidders are advised to keep in touch with e-tendering portal <https://eprocure.gov.in/eprocure/app> for updates.
- m) After successful completion of tender processing, the Letter of Acceptance to the successful bidder shall be uploaded on the e-tendering portal <https://eprocure.gov.in/eprocure/app> which can be downloaded by successful bidder. LOA would also be E-mailed to the successful bidder.
- n) The bidders are advised to keep in touch with e-tendering portal

<https://eprocure.gov.in/eprocure/app> and www.delhimetrorail.com/tenders.aspx for updates.

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

p) 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 from other than the account mentioned above same shall not be accepted and all such bids shall be considered ineligible and summarily rejected.

q) In case of any grievances/complaints regarding this tender, please contact:

1.) Executive Director / Property Business

Delhi Metro Rail Corporation Limited

3rd Floor, A-Wing, Metro Bhawan, Fire Brigade Lane, Barakhamba Road,

New Delhi -110001, Email Id: gmpb@dmrc.org, Phone No: 011-23418417

2.) Chief Vigilance Officer

Delhi Metro Rail Corporation Limited

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>

**Executive Director/Property Business
Delhi Metro Rail Corporation**

4. INSTRUCTION TO BIDDERS

1. Instructions for Online Bid Submission :

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.

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

A. REGISTRATION

- 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.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 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.
- 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/ nCode / eMudhra etc.), with their profile.
- 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.
- 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.

B. SEARCHING FOR TENDER DOCUMENTS

- 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.
- 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.

- 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.

C. PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please 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.
- 3) Bidder, in advance, should get ready the bid documents to be submitted 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. The Documents can be submitted in a maximum of seven bifurcated parts.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted 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.

2. SUBMISSION OF BIDS

- 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.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as "online" to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should submit the EMD as per the instructions specified in the tender document. The details of the EMD submitted through online mode only The details of the RTGS/NEFT/ECS/Customer payment portal, **sent, 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 or submission at an incorrect place of the EMD & tender cost. The tender/ bid is liable to be rejected if details of tender cost and EMD in physical form in original is not submitted by the stipulated time & date.
- 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 white 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.

- 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.
- 7) All the documents being submitted 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 openers' public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 7) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) 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.
- 9) 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.

3. ASSISTANCE TO BIDDERS

- 3.1 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.
- 3.2 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. Contact : 0120-4200462, 0120-4001002

4. General Instructions to Bidders:

- 4.1 The Bid should be furnished in the formats mentioned at Annexure 2 to 15, clearly providing the details for fulfilling Eligibility Criteria. The Tender documents shall be signed by the Authorised Signatory. The Bidder shall upload all requisite documents as **per 4.6 of RFP**, in a maximum of seven bifurcated parts.
- 4.2 Bidders are required to deposit non-refundable Cost of Tender Document (as specified in Notice Inviting Tender) along with its Bid. The Cost of Tender Document shall be acceptable only in the form of online mode i.e. RTGS/NEFT/ECS/Customer payment portal in DMRC's authorized bank name and account No. to which payments to be made :- **Union Bank of India, F-14/15, Connaught Place, New Delhi, IFSC code – UBIN0530786, MICR code – 110026006 A/c No. – 307801110050003, Name of Account Holder- DMRC Ltd. Property Business Account**
- 4.3 **Bid Security:**
- a) Bidders are required to deposit refundable **Bid Security of Rs. 10.00 lakhs/station** (as specified in Notice Inviting Tender) for each of the metro stations for which Bid is being submitted along with its Bid. The Bid Security shall be acceptable through online mode only i.e. RTGS/NEFT/ECS/Customer payment portal. DMRC's authorized bank name and account no. to which payments to be made:- **Union Bank of India, F-14/15, Connaught Place, New Delhi, IFSC code – UBIN0530786, MICR code – 110026006 A/c No. – 307801110050003, Name of Account Holder- DMRC Ltd. Property Business Account.**
- b) The Bid shall be valid for a period not less than 180 days from bid due date.
- c) The Bid security of unsuccessful bidders/bidders shall be refunded after award of License, without considering any interest thereof. The Bid Security of the Successful Bidder shall be adjusted against the Interest free security deposit.
- d) If the Successful Bidder withdraws/alter their Bid at any stage, their Bid security shall be forfeited by DMRC.
- 4.4 Bid Variable: The Bidder shall submit the financial quote (BOQ) through e-tendering portal only. Financial quote would comprise of the rate of **annual license fee "X"** in the bid form in both words as well as figures (format given in Annexure-6). There will be a single quote for each station.
- 4.5 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 as laid down in this tender document. The Financial Bid (BOQ) shall include the financial offer of the Bidder in the manner prescribed in Annexure 6 of this RFP document. Both the Technical Bid and Financial Bid shall be submitted by the Bidder, through E-tendering portal only, by 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.

4.6 **Technical Bid:** The Bidder shall on or before the date and time given in the Notice of Invitation to Tender, upload his Tender on e-tendering portal <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 deposit slip: UTR details for online payment
- b) Bid Security submission slip: UTR details for online payment.
- c) Annexure-2 : (On Official Letter-head of the Bidder), (clearly mentioning the name of the Metro station/s for which bid is being made)
- d) Annexure-3: Details of the Bidder
- e) Annexure-4: Power of attorney of bidder
- f) Annexure-5: Certificate of statutory auditor/Chartered Accountant with UDIN
- g) Annexure-6: Financial Bid/BOQ (Format)
- h) Annexure -7: Undertaking for downloaded tender document
- i) Annexure-8 : For not being banned from business by Govt. agency/ PSU/ DMRC
- j) Annexure-9: Undertaking for dues for DMRC contracts.
- k) Annexure-9A: Undertaking for old contracts in DMRC
- l) Annexure-10: Consortium agreement/memorandum of agreement
- m) Annexure-11: Affidavit (duly notarized)
- n) Annexure-12: Undertaking for responsibility
- o) Annexure-13: Declaration/undertaking regarding holding/subsidiary company
- p) Annexure-14: Undertaking for responsibility (for all bidders)
- q) Annexure-15: Details of bank account for refund of tender security/EMD
- r) Attested copies of Memorandum and Articles of Association in case of companies or bodies corporate along with certified copy of board resolution and copy of Partnership deed in case of the Partnership Firm.
- s) Self-attested copies of the PAN Card and GST Registration Certificate (of lead member in case of JV/Consortium). In case any or all of the provisions mentioned above are not applicable, the Bidder should give a declaration/undertaking to that effect. Non submission will not be considered as exemption.
- t) Copies of (duly audited and certified by a chartered Accountant/statuary Auditor) Profit and Loss Account/Balance Sheet (of last three consecutive years, as mentioned in Eligibility criteria of the tender document), the sole proprietor concern or a partnership firm, Annual Report in case of a company as per the companies Act.
- u) Copy of the complete Tender Document including NIT, Request for proposal, Draft License Agreement and Addendum/Corrigendum (if any) and replies to pre bid queries(if any) duly signed and stamped on each page by authorized representative of the Bidder as acceptance of terms and conditions given thereof.

4.7 **Financial Bid:** - There shall be a single financial quote for each metro station for which the bid is made for co-branding, in the format mentioned in BOQ/Annexure-6. The bidder shall quote the single Bid variable for both Co-Branding/Advertisement spaces for each station depending on the scope of the respective station.

The single rate quoted for above advertisement/Co-Branding spaces shall constitute the Annual License Fee & the Bid/offer for a metro station. The quote shall be as rate of "Annual License Fee" in the Financial Bid form in both words as well as figures as given in Annexure-6. Revenue sharing from advertisement with

MCD/ civic agency, if applicable, would be borne by DMRC as per clause 8.3 of DLA.

4.8 The documents including this Tender Document and all attached documents, provided by DMRC shall remain and 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.

4.9 **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.

4.10 **Documents to be submitted as per Annexure-3**

- a. GST No.
 - b. TAN No.
 - c. PAN No.
 - d. Details of Tender cost and station wise EMD submitted: NEFT/IMPS/ECS/ Customer payment portal any other electronic media details
1. DMRC at its sole discretion may accept or reject the response of any respondent without assigning any reason thereof. The decision of DMRC in matters of selection of station names should be final and binding.
 2. Any Response received without requisite EMD payments or if received after the due date shall not be considered and shall be summarily rejected.

For any clarification, please contact: pbtenders@dmrc.org.

4.11 **Pre-Bid Meeting:** - 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.

4.12 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 tender 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 tender 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.
- 4.13 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 the Tendering Process, including any error or mistake therein or in any information or data given by DMRC.
- 4.14 **Verification and Disqualification:** DMRC reserves the right to verify all statements, information and documents submitted by the Bidder in response to the Tender 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. The bidder may be asked to explain the rationality of the quoted rates.
- 4.15 **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 DMRC official website i.e. www.delhimetrorail.com and <https://eprocure.gov.in/eprocure/app>
 - c) In order to provide 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 official website of DMRC i.e. www.delhimetrorail.com and with <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.
- 4.16 **Preparation and Submission of Bids**

(RFP for Co-Branding Rights of Selected Metro Stations of DMRC Network– (323M043713)

- a) Format and Signing of Bid: The Bidder shall provide all the information sought under this Tender Document as per the format.
- b) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document. All the alterations, omissions, additions or any other amendments made to the Bid shall be also digitally signed and uploaded.
- c) The Bidder shall have to submit their Bids (Two packet system- Technical Bid & Financial Bid) online only in electronic format with digital signatures and after uploading the mandatory scanned copy UTR receipts of payment submitted towards cost of Tender Document and towards Bid Security and other documents as required in the Tender Document. The Tender Document Cost & Bid Security must be submitted through online payment mode as per stipulated date & time as specified in Notice Inviting Tender.
- d) The Bidders have to produce the original documents as and when required by DMRC. The failure of the Bidder or Licensee to furnish the said original documents will empower DMRC to summarily reject 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 and ensure the following instructions:
- g) That the complete tender Document has been downloaded.
- h) In case of any correction/addition/alteration/omission in the Tender Document as made available by DMRC, is observed at any stage, the bid shall be treated as non-responsive and shall be summarily rejected.

.17 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 tender security/EMD and cost of tender documents shall be submitted in online through RTGS/NEFT/ECS/IMPS/Customer payment portal only. It shall be the responsibility of the bidder to ensure that their EMD/Bid security along with cost of tender documents are submitted in time and UTR details uploaded on the e-tender portal. Tenders document cost & EMD 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 and last minute rush. DMRC shall not be responsible for tender security/EMD and tender cost being delivered to any other place / person in DMRC (like DAK section/Tapal/Receipt section etc.) other than as mentioned in NIT. DMRC may, at its sole discretion, extend the deadline for submission of tenders by issuing an amendment, in which case all rights and obligations of DMRC and the Bidders previously subject to the original deadline will thereafter be subject to the deadline as extended. 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.

- .18 Modification, Substitution and Withdrawal of Tenders:** A bidders may withdraw, substitute, or modify its tender before it has been submitted. No bid shall be modified or withdrawn by the Bidder after the date of submission. Withdrawal of tender during the interval between date of tender submission and expiration of the Tender Validity Period would result in forfeiture of the EMD.
- .19 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.
- .20** All information covering the purpose of the license, details of space available etc. may be downloaded from the www.delhimetrorail.com or <https://eprocure.gov.in/eprocure/app>
- .21** This Tender Application Form does not purport to contain all the information that each Applicant may require. Applicants are requested to conduct their own investigations, **site visit and analysis** and to check the Accuracy, reliability and completeness of the information in this Tender Application Form before participating in the tender process. DMRC Ltd. makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the Tender Document. Information provided hereunder is only to the best of the knowledge of DMRC Ltd. Applicants are required to read carefully the contents of this document & to provide the required information. Applicants may be single firms or may be members of a consortium.
- .22** It shall be noted, that DMRC will not discuss any aspect of the selection process. However, DMRC may display name of successful Bidders on DMRC's website. Copy of Letter of acceptance awarded to the successful bidders will be E-mailed to them directly. Applicants will deem to have understood and agreed that no explanation or justification of any aspect of the selection process will be given by DMRC and that DMRC's decisions are without any right of appeal/litigation, whatsoever. Applicants are advised that the selection process will be entirely at the discretion of DMRC.
- .23** For any query from Applicants, DMRC reserves the right not to offer clarifications on any issue raised in a query or if it perceives that the clarifications can only be made at a later stage, it can do so at a later date. No extension of any deadline will be granted on that count or grounds that DMRC have not responded to any query or not provided any clarification. *Applicants may clearly note the date and time of uploading of Tender. No late or delayed Tender will be accepted. However DMRC may ask for any supplementary information, if deemed so.*
- .24** Applicants will not be considered if they make any false or misleading representations in statements/ attachments. If any submission is found false or misleading even at later stage (i.e. after the award of Tender) then also, DMRC may

annul the award. Further, the Applicant may be blacklisted for participation in any future Tender of DMRC. In such a case DMRC shall forfeit the EMD (if any) and Security Deposit (if any) held with DMRC. The bidders are required to download the addendum, post bid queries etc. from e-tendering portal <https://eprocure.gov.in/eprocure/app>

.25 The Bidders shall, on or before the date and time given in the Notice of Invitation to Tender, upload his Tender on e-tendering portal <https://eprocure.gov.in/eprocure/app>. The Bidders shall ensure that a receipt is obtained for the submission of his Tender, such receipt being issued free of charge. In addition a declaration by the bidders as per Annexure -07 must be submitted stating that the tender document has been downloaded from official website of e-tendering portal <https://eprocure.gov.in/eprocure/app> and no changes, what so ever, has been made by the bidder. Bids received without the declaration are also liable to be rejected at any stage.

.26 **Tender Opening:** - The tenders shall be opened online by the opening committee on due date and time of tender opening. The tender security will be checked and details will be read out for the information of representative of bidders. Technical package of those bidders who have not submitted tender cost and tender security shall not be opened. Tender which is accompanied by an unacceptable or fraudulent Tender Security/EMD shall be considered as non – compliant and shall be rejected. The Technical Package of all the bidders shall be opened online. The Tender of any bidder who has not complied with one or more of the foregoing instructions may not be considered. The E- financial bid will be opened on a subsequent date after evaluation of technical packages. Financial packages of only those bidders whose submissions are found substantially responsive and technically compliant as will be opened. The time of opening of financial package shall be informed separately to only the Bidders who have qualified during Technical evaluation.

.27 **Evaluation of Financial Proposals** DMRC shall open E-bid (Financial quote-BOQ) of all Bidders who are eligible after evaluation of the technical bids received & who satisfy the eligibility criteria and have submitted substantially responsive Technical Tenders. The bidder who is technically eligible and quotes the highest amount of fixed Annual License Fee (i.e. H1) for the particular station shall be considered for granting of Branding/Advertising at that particular station, after assessment by DMRC.

Single financial quote as per format in BOQ, will be the criteria for Financial bid evaluation for each metro station offered for Co-Branding. If in case the quoted highest bids of two or more bidders are equal then the agency having highest gross turnover from any business in the last three financial years shall be selected. However, DMRC's decision shall be binding and final.

.28 **Correction of Errors**

Tenders determined to be substantially responsive will be checked by DMRC for any arithmetical errors in computation and summation during financial evaluation. Errors will be corrected as follows:

- a. Where there is a discrepancy between amounts in figures and in words, the amount in words will govern, unless the amount expressed in words is related to an arithmetical error, in which case the amount in figures shall prevail;
- b. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.

If Bidders does not accept the correction of errors as outlined above, his tender will be rejected and the tender security shall be forfeited. The bidders are required to download the addendum, post bid queries etc. from e-tendering portal <https://eprocure.gov.in/eprocure/app>. Any queries or request for additional information concerning this RFP Document shall be considered only if it is submitted in writing.

4.29 Disclaimer

- a) This RFP is an invitation by DMRC to the Bidders for participation in the bidding process for selection of Licensee. This RFP is provided with information that may be useful to bidders in making their financial offers (Bids) pursuant to this RFP. This RFP 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 RFP and obtain independent advice from appropriate sources.
- b) Information provided in this RFP 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.
- c) DMRC may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP. 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 RFP or otherwise arising in any way for participation in this Bid Stage. The issue of this RFP does not imply that DMRC is bound to select a Bidder for the Exclusive Co-Branding and DMRC reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever. Bidders shall bear all its costs associated with or relating to the preparation and submission of its 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 RFP Document shall be considered only if it is submitted in writing.

5. Scope of Exclusive Co-Branding at Selected Metro Stations of DMRC Network.

5.1 Scope details:

Station Category	Scope of Collaterals Available							
	Advertisement/Branding Rights					Naming Rights		
	Indoor Advertisement Space	Outdoor Branding Space	Canopy Space	Retail Space	Total Space	Station Colouring	Prefix / Suffix to Station Name	Inside Train Announcements & branding on digital platforms #

Figures in sqm

A	250 (Exclusive Rights)	100 (Exclusive Rights)	10	10	370	Available	Available	Available
B	250 (Exclusive Rights)	-	10	10	270	Available	Available	Available
C	10	100 (Exclusive Rights)	-	10	120	Available	Available	Available
D	10	-	-	-	10	Available	Available	Available
E	-	-	-	-	-	Available	Available	Available

Figures in Sqft

A	2,691 (Exclusive Rights)	1,076 (Exclusive Rights)	108	108	3,983	Available	Available	Available
B	2,691 (Exclusive Rights)	-	108	108	2,907	Available	Available	Available
C	108	1,076 (Exclusive Rights)	-	108	1292	Available	Available	Available
D	108	-	-	-	108	Available	Available	Available
E	-	-	-	-	-	Available	Available	Available

Digital platforms means DMRC officials website and mobile app.

Note: - Station categorization is predetermined by DMRC on the basis of availability of collaterals at the respective stations and can be upgraded subject to availability of collaterals (scope of work) and demand of licensee. In such case, additional collaterals will be chargeable at rate and terms & conditions mutually agreed on negotiation basis. For example shahid Nagar station has been categorized as "C" .However, in case the inventory of 250 sqm inside advertisement can be made available, then the station can be upgraded to "A" category.

- 5.1.1 The stations would be handed over for Co-Branding activities, on “as is where is basis”. Prefix or Suffix of the brand name can be done with the existing name of the metro station. Stations mentioned under scope **(A, B, C, D, E)**. The brand name shall preferably be not more than two words. Individual names of any person or religious entity or of similar background shall not be permitted. Any such composite brand name may include the Co-Branding Partner's Name in conjunction with other words, subject to prior written approval of DMRC. **The prefixing and suffixing is to be done with a separate font/color/size as distinct from the DMRC signage at the said station.**

In addition to above, the following needs to be considered:

- a) The co-branding/advertisement should not be related to any activity which is considered unlawful/illegal as per the Indian law.
- b) The Co-branding should also not promote liquor/alcohol based drinks or tobacco/Pan Masala related products.

The detailed scope of co-branding at various metro stations shall be as per para 'A' to 'E' given below:-

A. The scope for A category as detailed in 5.1 of RFP shall be as follows:

- (i) In addition to the above Co-Branding of name at the metro station as prefix/suffix to the Station Name, the licensee shall be granted advertisement rights as detailed in clause 5.1 of RFP at the selected metro station to design, procure / manufacture, install, manage, operate, maintain, market and sell advertising opportunities subject to the terms and conditions specified in the License Agreement and with prior approval of DMRC Ltd.
- (ii) DMRC shall provide Branding opportunities/advertisement spaces up to 100 sqm on outdoor structures/façade of the metro station and up to 250 sqm of indoor display space at the selected metro station, at the quoted rate of annual license fee for Co-Branding at the selected station. **Outdoor Advertisement inventory has to be utilized for same brand which is approved for Co-Branding at the selected metro station.** The licensee can utilize any format of advertisement including and not limited to backlit panels, scrollers, floor banding, roof branding, digital display, etc as indicated above at the selected station with prior written approval from DMRC. **Audio advertisement in the trains will also be permitted and co-branded prefix/suffixed company's name will be permitted to be announced along with name of the station. Licensee will have to inform 15 days in advance and the announcement will be permitted to be changed once in six months. Licensee will also send an audio clip demonstrating the pronunciation of the new station name.** DMRC shall provide maximum 100 Sqm of display area at outdoor structures/façade of the respective station and up to 250 sqm of indoor advertising space inside at each of the selected station and shall include the following: (within the scope of Co-Branding as per table in clause 5.1 of RFP)

(RFP for Co-Branding Rights of Selected Metro Stations of DMRC Network– (323M043713)

- (a) all feasible spaces including staircases
 - (b) escalators,
 - (c) turnstile,
 - (d) frisking panels/ equipment,
 - (e) fixed / moveable panels,
 - (f) elevator spaces,
 - (g) product displays,
 - (h) smart posters, visual display by electronic media, without **audio**,
 - (i) projectors/holography or any other innovative advertisement media,
 - (j) install digital advertisement panels in the form of LCD/LED panels, video walls or any similar format of advertisement (**without audio**),
 - (k) Advertisement inventory may include smart posters, QR codes/graphics, and canopy, etc-
- (iii) The following activities shall also be permitted as a part of Co-branding and are not included in the advertisement inventory of maximum 100 sqm of outdoor display space and 250 sqm of indoor display space at each station.
- a) experiential marketing – canopy of size of 6 x 6 feet/per canopy at maximum three location in paid / unpaid area at a time,
 - b) Branding of Station Building in Brands color by painting or by using 3 M vinyl pasting or equivalent
 - c) Retail bare space maximum 10 sq. mtr. at one or more location inside of station building for Licensee's legitimate activity for office/business purpose only (non-food),**
 - d) Refurbishment of station exterior and interior in Brands color scheme besides co-branding the Brands name (suffixed or prefixed as per clause 5.1.1 of RFP) with station name.
 - e) Landscaping at DMRC station to give aesthetic and pleasing appearance to the station,
 - f) Painting of beam / affixing of 3M vinyl pasting at station to give a pleasing feel and look of the Brand,
 - g) Experiential marketing – canopy of size of 6 x 6 feet/per canopy at maximum three locations in paid/unpaid area at a time.
 - h) carry out painting of station, both inside as well as outside, in the Brand's color,
 - i) Floor or roof branding within the scope of co-branding at clause 5.1.
- (iv) The licensee shall be entitled, at his own cost, to prepare a scheme and undertake the theme, design, layout, color scheme / graphics and other features of the station that may be required to customize for branding and imparting a pleasing "Look and Feel" to the Station for the promotion of its brand, subject to prior written approval of DMRC. The plan should be in tune with and not disturb the aesthetics/look of the station. **The branding display plan hence prepared must be in compliance to technical parameters of Delhi Outdoor advertisement policy/any other relevant state policy/EPCA guidelines/Directives given by Hon'ble courts, or any other prevailing policy.**

- (v) During the currency of the license period, the licensee may be permitted to change the brand name at the station, logo or modify the theme of the advertising inventory at its own cost after prior written approval from DMRC. However, to avoid frequent changes in the suffix or prefix, of a Brand Name to the name of the metro station, a specific brand may be displayed for a period of at least six months.
- (vi) The Licensee shall have exclusive rights and obligations to perform as specified below:
- a) Preparation of an advertising plan which must clearly earmark exact locations and type of advertisement planned for each advertising site. DMRC shall consider the plan with respect to aesthetics, operational feasibility, and safety and security concerns, specifications of the paints and other materials used and other technical or operational considerations. If the part of master plan is not approved by DMRC, Licensee is required to submit revised plan for approval. All further modification/ revision to plan shall have to be got approved from DMRC by Licensee.
 - b) Designing of all advertising units / structures to complement station architecture for advertising sites.
 - c) Operate, manage and maintain the entire advertisement plans.
 - d) Create new innovative advertising opportunities at selected Metro stations including Experiential Marketing, Product Displays, and advertisements by visual aids, smart posters for use in e-commerce for on-line or off-line shopping purposes, etc.
 - e) Obtain all approvals, permits, etc. from all competent and required authorities, including different tiers of government, statutory, local, civic authorities, etc. at its own cost.
 - f) Comply with all statutory requirements in connection with License Agreement.
 - g) Ensure regular and timely payments of all amounts due to DMRC and discharge all obligations as per License Agreement.
 - h) Payment of all statutory taxes, local levies, statutory dues, etc as and when due.
 - i) Licensee shall bear all the applicable taxes including GST (18%) at prevailing rates. Any future revision in taxes shall also be borne by licensee.
 - j) The Licensee will be responsible for installation, operation, maintenance and removal of its assets, including but not limited to Advertisement panels, billboards, creative's, products etc. While DMRC shall provide security at stations, DMRC shall not be responsible for any vandalism, theft or damage to any advertisement panels or billboard or creative's or products or any other such thing put up by Licensee on the station. The Licensee shall ensure that Station building including walls, floor, roof etc. are not damaged in any manner and all installation, operation, maintenance and removal of advertisement billboards, creative's etc. shall be done after taking prior written permission of DMRC.
- (vii) The Licensee shall have to earmark up to 5% of total advertisement spaces at each station for carrying out social marketing activities or social messages by DMRC in consonance with its CSR policy. Cost for printing advertisements with regard to social marketing activities or social messages shall be borne by DMRC.

- (viii) In future, Platform Screen Doors (PSDs) may be installed at the selected station. Spaces on such PSD shall be available for display of advertisement by the Licensee, subject to operational feasibility, aesthetics, and safety & security concerns and as per the scope defined in clause 5.1 of RFP.
- (ix) The licensee shall submit the coloring scheme for the respective metro station **(for stations where commercial services will start at a later date only)** within 45 days of date of LOA, to DMRC for approval so that further action on it can be taken. The coloring/white-washing/signages in this case shall be done by DMRC according to its approved specifications the cost of which shall be borne by the licensee. If the licensee fails to submit the coloring/signage scheme within 45 days of date of LOA, DMRC shall be free to carry out the work as per its own plan so that the start of commercial service for the station is not delayed. In that case the licensee may subsequently change the color and naming signages later at its own cost without in any way affecting or disturbing the pace of work at the metro station so that the date of start of commercial service is not delayed, after taking prior approval from DMRC. The licensee fee shall be applicable after the fitment period of the metro station in any case.

B. The scope for B category as detailed in clause 5.1 of RFP shall be as follows:

- (i) In addition to the above Co-Branding of name at the metro station as prefix or suffix to the Station Name, the licensee shall be granted advertisement rights as detailed in Clause no. 5.1 of RFP at the selected metro station to design, procure manufacture, install, manage, operate, maintain, market and sell advertising opportunities subject to the terms and conditions specified in the License Agreement and with prior approval of DMRC Ltd.
- (ii) DMRC shall provide Branding opportunities/advertisement spaces upto the **250 sqm** of indoor display space at the selected metro station at the quoted rate of annual license fee for co-branding at the selected station. The licensee can utilize any format of advertisement including and not limited to backlit panels, scrollers, floor banding, roof branding, digital display, etc. as indicated above at the selected station with prior written approval from DMRC. **Audio advertisement in the trains will also be permitted and co-branded prefix/suffixed company name will be permitted to be announced along with name of the station. Licensee will have to inform 15 days in advance and the announcement will be permitted to be changed once in six months. Licensee will also send an audio clip demonstrating the pronunciation of the new station name.** DMRC shall provide of advertising space upto 250 sqm of indoor advertising space inside at each of the selected station and shall include the following, within the scope of co-branding as per clause no. 5.1 of RFP:
 - (a) all feasible spaces including staircases
 - (b) escalators
 - (c) fixed / moveable panels,
 - (d) elevator spaces,
 - (e) frisking panels/ equipment
 - (f) product displays,

(RFP for Co-Branding Rights of Selected Metro Stations of DMRC Network– (323M043713)

- (g) smart posters, visual display by electronic media without audio,
- (h) projectors/holography or any other innovative advertisement media,
- (i) Install digital advertisement panels in the form of LCD/LED panels, video walls or any similar format of advertisement **(without audio)**.
- (j) Advertisement inventory may include smart posters, QR codes/graphics, and canopy, etc.
- (iii) The following activities shall also be permitted as a part of Co-branding and are not included in the advertisement inventory of maximum up to 250 sqm of indoor display space at each station.
 - a) Branding of Station Building in Brands color by painting or by using 3M vinyl pasting or equivalent
 - b) **Retail Bare space maximum 10 sq. mtr at one or more location inside of station building for Licensee's legitimate activity for office/business purpose only (non-food),**
 - c) Refurbishment of station exterior and interior in Brands color scheme besides the Brands name (suffixed or prefixed per clause 5.1.1 of RFP) with station name,
 - d) Landscaping at DMRC station to give aesthetic and pleasing appearance to the station,
 - e) carry out painting of station, both inside as well as outside, in the Brand's color,
 - f) Floor or roof branding within the scope of co-branding as per clause-5.1 of RFP.
 - g) **Experiential marketing – canopy of size of 6 x 6 feet/per canopy at maximum three location in paid / unpaid area at a time,**
 - h) Branding of Station Building in Brands color by painting or by using 3 M vinyl pasting or equivalent
 - i) Refurbishment of station exterior and interior in Brands color scheme besides co-branding the Brands name (suffixed or prefixed as per clause 5.1.2 of RFP) with station name.
 - j) Landscaping at DMRC station to give aesthetic and pleasing appearance to the station,
 - k) Painting of beam / affixing of 3M vinyl pasting at station to give a pleasing feel and look of the Brand,
 - l) carry out painting of station, both inside as well as outside, in the Brand's color,
 - m) Floor or roof branding within the scope of co-branding at clause 5.1.
- (iv) The licensee shall be entitled, at his own cost, to prepare a scheme and undertake the theme, design, layout, color scheme / graphics and other features of the station that may be required to customize for branding and imparting a pleasing "Look and Feel" to the Station for the promotion of its brand, subject to prior written approval of DMRC. The plan should be in tune with and not disturb the aesthetics/look of the station. **The branding display plan hence prepared must be in compliance to technical parameters of Delhi Outdoor advertisement policy/any other relevant state policy/EPCA guidelines/Directives given by Hon'ble courts, or any other prevailing policy.**

- (v) During the currency of the license period, the licensee may be permitted to change the brand name at the station, logo or modify the theme of the advertising inventory at its own cost after prior written approval from DMRC. However, to avoid frequent changes in the suffix or prefix, of a Brand Name to the name of the metro station, a specific brand may be displayed for a period of at least six months.
- (vi) The Licensee shall have exclusive rights and obligations to perform as specified below:
 - a) Preparation of an advertising plan which must clearly earmark exact locations and type of advertisement planned for each advertising site. DMRC shall consider the plan with respect to aesthetics, operational feasibility, and safety and security concerns, specifications of the paints and other materials used and other technical or operational considerations. If the part of master plan is not approved by DMRC, Licensee is required to submit revised plan for approval. All further modification/ revision to plan shall have to be got approved from DMRC by Licensee.
 - b) Designing of all advertising units / structures to complement station architecture for advertising sites.
 - c) Operate, manage and maintain the entire advertisement plans.
 - d) Create new innovative advertising opportunities at selected Metro stations including Experiential Marketing, Product Displays, and advertisements by visual aids, smart posters for use in e-commerce for on-line or off-line shopping purposes, etc.
 - e) Obtain all approvals, permits, etc. from all competent and required authorities, including different tiers of government, statutory, local, civic authorities, etc. at its own cost.
 - f) Comply with all statutory requirements in connection with License Agreement.
 - g) Ensure regular and timely payments of all amounts due to DMRC and discharge all obligations as per License Agreement.
 - h) Payment of all statutory taxes, local levies, statutory dues, etc as and when due.
 - i) Licensee shall bear all the applicable taxes including GST (18%) at prevailing rates. Any future revision in taxes shall also be borne by licensee.
 - j) The Licensee will be responsible for installation, operation, maintenance and removal of its assets, including but not limited to Advertisement panels, billboards, creative's, products etc. While DMRC shall provide security at stations, DMRC shall not be responsible for any vandalism, theft or damage to any advertisement panels or billboard or creative's or products or any other such thing put up by Licensee on the station. The Licensee shall ensure that Station building including walls, floor, roof etc. are not damaged in any manner and all installation, operation, maintenance and removal of advertisement billboards, creative's etc. shall be done after taking prior written permission of DMRC.
- (vii) The Licensee shall have to earmark up to 5% of total advertisement spaces at each station for carrying out social marketing activities or social messages by DMRC in consonance with its CSR policy. Cost for printing advertisements with regard to social marketing activities or social messages shall be borne by DMRC.

- (viii) In future, Platform Screen Doors (PSDs) may be installed at the selected station. Spaces on such PSD shall be available for display of advertisement by the Licensee, subject to operational feasibility, aesthetics, and safety & security concerns and as per the scope defined in clause 5.1 of RFP.
- (ix) The licensee shall submit the coloring scheme for the respective metro station **(for stations where commercial services will start at a later date only)** within 45 days of date of LOA, to DMRC for approval so that further action on it can be taken. The coloring/white-washing/signages in this case shall be done by DMRC according to its approved specifications the cost of which shall be borne by the licensee. If the licensee fails to submit the coloring/signage scheme within 45 days of date of LOA, DMRC shall be free to carry out the work as per its own plan so that the start of commercial service for the station is not delayed. In that case the licensee may subsequently change the color and naming signages later on at its own cost without in any way affecting or disturbing the pace of work at the metro station so that the date of start of commercial service is not delayed, after taking prior approval from DMRC. The licensee fee shall be applicable after the fitment period of the metro station in any case.

C. The scope for C category as detailed in clause 5.1 of RFP shall be as follows:

- (i) In addition to the above Co-Branding of name at the metro station as prefix or suffix to the Station Name, the licensee shall be granted advertisement rights as per the scope in clause 5.1 of RFP at the selected metro station to design, procure / manufacture, install, manage, operate, maintain, market and sell advertising opportunities subject to the terms and conditions specified in the License Agreement and with prior approval of DMRC Ltd.
- (ii) DMRC shall provide Branding opportunities/advertisement spaces upto 100 sqm on outdoor structures/façade and upto a maximum of 10 sqm of indoor advertisement space at the selected metro station at the quoted rate of annual license fee for co-branding at the selected metro station. **Outdoor Advertisement inventory has to be utilized for same brand which is approved for Co-Branding at the selected metro station.** The licensee can utilize any format of advertisement including and not limited to backlit panels, scrollers, floor banding, roof branding, digital display, etc. as indicated above at the selected station with prior written approval from DMRC. **Audio advertisement in the trains will also be permitted and co-branded prefix/suffixed company name will be permitted to be announced along with name of the station. Licensee will have to inform 15 days in advance and the announcement will be permitted to be changed once in six months. Licensee will also send an audio clip demonstrating the pronunciation of the new station name.** DMRC shall provide maximum 100 Sqm of display area at outdoor structures/façade of the respective station of advertising space at each of the selected station and shall include the following:
 - (a) all feasible spaces including staircases
 - (b) escalators,
 - (c) turnstile,
 - (d) frisking panels/ equipment,

- (e) fixed / moveable panels,
- (f) elevator spaces,
- (g) product displays,
- (h) smart posters, visual display by electronic media, **without audio**,
- (i) projectors/holography or any other innovative advertisement media,
- (j) Install digital advertisement panels in the form of LCD/LED panels, video walls or any similar format of advertisement (**without audio**).
- (k) Advertisement inventory may include smart posters, QR codes/graphics, and canopy, etc
- (l) The following activities shall also be permitted as a part of Co-branding and are not included in the advertisement inventory of maximum 100 sqm of outdoor display and 10 sqm of indoor display at each station.
 - a) Branding of Station façade/Building in Brands color by painting or by using 3M vinyl pasting or equivalent
 - b) **Retail bare space maximum 10 sq. mtr. at one or more location inside of station building for licensee's legitimate activity for office/business purpose only (non-food)**,
 - c) Refurbishment of station exterior and interior in Brands color scheme besides the Brands name (suffixed/prefixed per clause 5.1.1 of RFP) with station name,
 - d) Landscaping at DMRC station to give aesthetic and pleasing appearance to the station,
 - e) carry out painting of station, both inside as well as outside, in the Brand's color,
 - f) Floor or roof branding within the scope of co-branding as per clause 5.1 of RFP.
- (iii) The licensee shall be entitled, at his own cost, to prepare a scheme and undertake the theme, design, layout, color scheme / graphics and other features of the station that may be required to customize for branding and imparting "Look and Feel" to the Station for the promotion of its brand, subject to prior written approval of DMRC. The plan should be in tune with and not disturb the aesthetics/look of the station. **The branding display plan hence prepared must be in compliance to technical parameters of Delhi Outdoor advertisement policy/any other relevant state policy/EPCA guidelines/Directives given by Hon'ble courts, or any other prevailing policy.**
- (iv) During the currency of the license period, the licensee may be permitted to change the brand name at the station, logo or modify the theme of the advertising inventory at its own cost after prior written approval from DMRC. However, to avoid frequent changes in the suffix or prefix, of a Brand Name to the name of the metro station, a specific brand may be displayed for a period of at least six months.
- (v) The Licensee shall have exclusive rights and obligations to perform as specified below:
 - a) Preparation of an advertising plan which must clearly earmark exact locations and type of advertisement planned for each advertising site. DMRC shall consider the plan with respect to aesthetics, operational feasibility, and safety and security concerns, specifications of the paints and other materials used and other technical or operational considerations. If the part of master plan is not approved

- by DMRC, Licensee is required to submit revised plan for approval. All further modification/revision to plan shall have to be got approved from DMRC by Licensee.
- b) Designing of all advertising units/structures to complement station architecture for advertising sites.
 - c) Operate, manage and maintain the entire advertisement plans.
 - d) Create new innovative advertising opportunities at selected Metro stations including Experiential Marketing, Product Displays, and advertisements by visual aids, smart posters for use in e-commerce for on-line or off-line shopping purposes, etc.
 - e) Obtain all approvals, permits, etc. from all competent and required authorities, including different tiers of government, statutory, local, civic authorities, etc. at its own cost.
 - f) Comply with all statutory requirements in connection with License Agreement.
 - g) Ensure regular and timely payments of all amounts due to DMRC and discharge all obligations as per License Agreement.
 - h) Payment of all statutory taxes, local levies, statutory dues, etc. as and when due.
 - i) Licensee shall bear all the applicable taxes including GST (18%) at prevailing rates. Any future revision in taxes shall also be borne by licensee.
 - j) The Licensee will be responsible for installation, operation, maintenance and removal of its assets, including but not limited to Advertisement panels, billboards, creative's, products etc. While DMRC shall provide security at stations, DMRC shall not be responsible for any vandalism, theft or damage to any advertisement panels or billboard or creative's or products or any other such thing put up by Licensee on the station. The Licensee shall ensure that Station building including walls, floor, roof etc. are not damaged in any manner and all installation, operation, maintenance and removal of advertisement billboards, creative's etc. shall be done after taking prior written permission of DMRC.
- (vi) The licensee shall submit the coloring scheme for the respective metro station **(for stations where commercial services will start at a later date only)** within 45days of date of LOA, to DMRC for approval so that further action on it can be taken. The coloring/white-washing/signages in this case shall be done by DMRC according to its approved specifications the cost of which shall be borne by the licensee. If the licensee fails to submit the coloring/signage scheme within 45 days of date of LOA, DMRC shall be free to carry out the work as per its own plan so that the start of commercial service for the station is not delayed. In that case the licensee may subsequently change the color and naming signages later on at its own cost without in any way affecting or disturbing the pace of work at the metro station so that the date of start of commercial service is not delayed, after taking prior approval from DMRC. The licensee fee shall be applicable after the fitment period of the metro station in any case.

D. The scope for D category as detailed in clause 5.1 of RFP shall be as follows:

- (i) In addition to the above Co-Branding of name at the metro station as prefix or suffix to the Station Name, the licensee shall be granted advertisement rights as

detailed in clause 5.1 of RFP at the selected metro station to design, procure / manufacture, install, manage, operate, maintain, market and sell advertising opportunities subject to the terms and conditions specified in the License Agreement and with prior approval of DMRC Ltd.

- (ii) DMRC shall provide Branding opportunities/advertisement spaces up to 10 sqm on indoor advertisement at structures/façade the selected metro station at the quoted rate of annual license fee for co-branding at the selected station. The licensee can utilize any format of advertisement including and not limited to backlit panels, scrollers, floor banding, roof branding, digital display, etc. as indicated above at the selected station with prior written approval from DMRC. **Audio advertisement in the trains will also be permitted and co-branded prefix/suffixed company name will be permitted to be announced along with name of the station. Licensee will have to inform 15 days in advance and the announcement will be permitted to be changed once in six months. Licensee will also send an audio clip demonstrating the pronunciation of the new station name.** DMRC shall provide maximum 10 Sqm of display area at indoor advertising at structures/façade of the respective stations of advertising space at each of the selected station and shall include the following within the scope of co-branding as per clause 5.1 of RFP:
- (a) Fixed / moveable panels,
 - (b) elevator spaces,
 - (c) product displays,
 - (d) smart posters, visual display by electronic media, without audio,
 - (e) projectors/holography or any other innovative advertisement media,
 - (f) Install digital advertisement panels in the form of LCD/LED panels, video walls or any similar format of advertisement **(without audio)**.
 - (g) Advertisement inventory may include smart posters, QR codes/graphics, and canopy, etc-
- iii) The following activities shall also be permitted as a part of Co-branding and are not included in the advertisement inventory of maximum 10 sqm of indoor display at each selected station.
- a) Branding of Station façade/Building in Brands color by painting or by using 3M vinyl pasting or equivalent
 - b) Refurbishment of station exterior and interior in Brands color scheme besides the Brands name (suffixed or prefixed per clause 5.1.1 of RFP) with station name,
 - c) Landscaping at DMRC station to give aesthetic and pleasing appearance to the station,
 - d) carry out painting of station, both inside as well as outside, in the Brand's color,
 - e) Floor or roof branding within the scope of co-branding as per clause 5.1 of RFP.
- iv) The licensee shall be entitled, at his own cost, to prepare a scheme and undertake the theme, design, layout, color scheme / graphics and other features of the station that may be required to customize for branding and imparting a pleasing "Look and Feel" to the Station for the promotion of its brand, subject to prior written approval of DMRC. The plan should be in tune with and not disturb the aesthetics/look of the station. **The branding display plan**

hence prepared must be in compliance to technical parameters of Delhi Outdoor advertisement policy/any other relevant state policy/EPCA guidelines/Directives given by Hon'ble courts, or any other prevailing policy.

- v) During the currency of the license period, the licensee may be permitted to change the brand name at the station, logo or modify the theme of the advertising inventory at its own cost after prior written approval from DMRC. However, to avoid frequent changes in the suffix or prefix, of a Brand Name to the name of the metro station, a specific brand may be displayed for a period of at least six months.
- vi) The Licensee shall have exclusive rights and obligations to perform as specified below:
- a) Preparation of an advertising plan which must clearly earmark exact locations and type of advertisement planned for each advertising site. DMRC shall consider the plan with respect to aesthetics, operational feasibility, and safety and security concerns, specifications of the paints and other materials used and other technical or operational considerations. If the part of master plan is not approved by DMRC, Licensee is required to submit revised plan for approval. All further modification/ revision to plan shall have to be got approved from DMRC by Licensee.
- b) Designing of all advertising units / structures to complement station architecture for advertising sites.
- c) Operate, manage and maintain the entire advertisement plans.
- d) Create new innovative advertising opportunities at selected Metro stations.
- e) Obtain all approvals, permits, etc. from all competent and required authorities, including different tiers of government, statutory, local, civic authorities, etc. at its own cost.
- f) Comply with all statutory requirements in connection with License Agreement.
- g) Ensure regular and timely payments of all amounts due to DMRC and discharge all obligations as per License Agreement.
- h) Payment of all statutory taxes, local levies, statutory dues, etc. as and when due.
- i) Licensee shall bear all the applicable taxes including GST (18%) at prevailing rates. Any future revision in taxes shall also be borne by licensee.
- j) The Licensee will be responsible for installation, operation, maintenance and removal of its assets, including but not limited to Advertisement panels, billboards, creative's, products etc. While DMRC shall provide security at stations, DMRC shall not be responsible for any vandalism, theft or damage to any advertisement panels or billboard or creative's or products or any other such thing put up by Licensee on the station. The Licensee shall ensure that Station building including walls, floor, roof etc. are not damaged in any manner and all installation, operation, maintenance and removal of advertisement billboards, creative's etc. shall be done after taking prior written permission of DMRC.
- vii) The Co-Branding and coloring spaces will be available on **"as is where is" basis.**

E. The scope E category as detailed in clause 5.1 of RFP shall be as follows:

- (i) The following activities shall be permitted as a part of Co-branding activities at the above metro station:
- a. In addition to the above Co-Branding of name at the metro station as prefix or suffix to the Station Name, the licensee shall be granted advertisement rights as detailed in clause 5.1 of RFP at the selected metro station to design, procure / manufacture, install, manage, operate, maintain, market and sell advertising opportunities subject to the terms and conditions specified in the License Agreement and with prior approval of DMRC Ltd.
 - b. Branding/coloring of Station Building in Brands color by painting or affixing a 3 M vinyl pasting or equivalent,
 - c. Refurbishment of station exterior and interior in Brands color scheme besides the Brands name (suffixed or prefixed per clause 5.1.1 of RFP) with station name, after prior approval from DMRC.
 - d. Landscaping on DMRC station to give aesthetic and pleasing appearance, carry out painting of station, both inside as well as outside, in the Brand's color.
 - e. **Audio advertisement in the trains will also be permitted and co-branded prefix/suffixed company name will be permitted to be announced along with name of the station. Licensee will have to inform 15 days in advance and the announcement will be permitted to be changed once in six months. Licensee will also send an audio clip demonstrating the pronunciation of the new station name.**
- (ii) The licensee shall be entitled, at his own cost, to prepare a scheme for Co-Branding and undertake the theme, design, layout, color scheme of the station that may be required to customize for branding and imparting a pleasing “Look and Feel” to the said Station for the promotion of its brand, subject to prior written approval of DMRC. The plan should be in tune with and not disturb the aesthetics/look of the station. **The branding display plan hence prepared must be in compliance to technical parameters of Delhi Outdoor advertisement policy/any other relevant state policy/EPCA guidelines/Directives given by Hon'ble courts, or any other prevailing policy and wherever/as applicable.**
- (iii) During the currency of the license period, the licensee may be permitted to change the brand name at the station, logo or modify the theme of the advertising inventory at its own cost after prior written approval from DMRC.
However, to avoid frequent changes in the suffix or prefix, of a Brand Name to the name of the metro station, a specific brand may be displayed for a period of at least six months.
- (iv) The Licensee shall have exclusive rights and obligations to perform as specified below:
- a) Preparation of Co- Branding plan which must clearly earmark exact locations. DMRC shall consider the said plan with respect to aesthetics, operational feasibility, and safety and security concerns, specifications of the paints and other materials used and other technical or operational considerations. If the part of master plan is not approved by DMRC, Licensee is required to submit revised plan for approval. All further modification/ revision to plan shall have to be got approved from DMRC by Licensee.

- b) Obtain all approvals, permits, etc. wherever required from all competent and required authorities, including different tiers of government, statutory, local, civic authorities, etc. at its own cost.
 - c) Comply with all statutory requirements in connection with License Agreement.
 - d) Ensure regular and timely payments of all amounts due to DMRC and discharge all obligations as per License Agreement.
 - e) Payment of all statutory taxes, local levies, statutory dues, etc. as and when due.
 - f) Licensee shall bear all the applicable taxes including GST (18%) at prevailing rates. Any future revision in taxes shall also be borne by licensee.
 - g) The Licensee will be responsible for installation, operation, maintenance and removal of its assets, including but not limited to Co-Branding, products etc. While DMRC shall provide security at station, DMRC shall not be responsible for any vandalism, theft or damage to any of the licensees co-branding products or any other such thing which may be put up by Licensee on the station. The Licensee shall ensure that Station building including walls, floor, roof etc. are not damaged in any manner and all installation, operation, maintenance and removal of Co-branding media, products/signage etc. shall be done after taking prior written permission of DMRC.
- (v) The Co-Branding and coloring spaces will be available on “**as is where is basis**”.

5.2 Terms and conditions common to all five above categories:

If FOB connectivity to the station is needed it shall be given as per the terms and conditions as under (applicable for all five categories of stations):-

- I. The plan for the connection shall be submitted to DMRC and if found technically/operationally feasible, DMRC shall approve the same, with a nominal license fee.
- II. The total cost of construction of FOB along with other facilities i.e. entry/exit gates etc. shall be borne by the agency requesting the connection. Such FOB Connection would also require the licensee to pay a onetime lump sum amount of Rs. 10 Lakhs + (applicable taxes) as Departmental charges on account of third party design check, construction supervision etc.. This charge would be required to be paid post written approval from DMRC, before commencement of construction of FOB.
- III. All approvals for construction from local authorities, utility owning agencies, road owning agencies etc. shall be taken by the agency/licensee requesting the connection at its own cost. Any cost what so even which has to be incurred for construction of FOB or to be paid to any of the agencies on this account shall be borne by the agency requesting the connection.
- IV. The maintenance, ownership and advertisement rights (as per & within the scope of co-branding as per clause 5.1 of RFP) on the FOB, within the currency of the contract would lie with licensee. Improper maintenance/Non- compliance of DMRC instruction in this regard would attract penalty as per clause 13.6 of License Agreement. After completion/surrender/termination of the contract the Ownership of FOB, maintenance, Advertisement Rights etc. would be vested in

DMRC at zero cost/without any cost.

5.3 Exception to Exclusivity for all the above mentioned category of stations: (as and where applicable for all five categories of scope at various selected metro stations)

- a) DMRC has provided contract for regular operations, cleaning and maintenance of toilet blocks with continuous serviceability round the clock along with advertisement rights (for area not exceeding 15 sqm) on the toilet blocks to the contractor.
- b) DMRC is in process of placing contract for providing digital media signage/ DMRC messages at ticket counters (TOM, CCC, TVM, etc.) through LED, Video wall etc. wherein advertisement rights shall be provided to the contractor on this digital media on time sharing basis, whereby contractor would get time slot for these digital media along with display of DMRC signage, information, messages, etc. These digital media would be provided for an area not exceeding 10 sqm and successful bidder for the advertisement rights inside selected metro station will be eligible to bid for the same.
- c) The licensee shall not be provided rights for advertising through wi-fi, mobile/radio signals on advertisement media not installed/owned by them, viz. mobile, tablet, etc. of commuters, DMRC staff etc.
- d) DMRC may install/create any new inventory, panels, etc. for its partners, etc. **without commercial exploitation** from the same.
- e) DMRC may utilise a defined location at the station for displaying Artwork/ exhibition corners, other exhibits without any commercial consideration to the licensee.
- f) DMRC is allotting space for water ATM's at the station. Advertisement space of 2 sqm on water ATMs may be allowed for such contracts.

6 General Terms for Co-Branding at Selected Metro Stations in DMRC Network

6.1 Metro Station(s) shall be handed over for exclusive Co-Branding within 7 days from the date of receipt of full payment as stipulated in Letter of Acceptance. The License Period shall commence immediately after rent free fitment period of 120 days from the date of handing over or the start of commercial services (for stations where commercial services will start at a later date) of the respective station whichever is later. The License Agreement shall be executed within 30 days of handing over of stations. The Fitment period will be of 120 days from the handing over of the station or till the actual date of start of commercial services (for stations where commercial services will start at a later date) of the selected station whichever is later.

6.2 Physical or Actual handing Over of station:-

- (A)** If licensee makes LOA payments in first 30 days of issue of LOA, the licensed space must be taken over by licensee after execution of license agreement and within 67 days of issue of LOA.
- (B)** If Licensee makes LOA payments beyond 30 days and in 60 days of issue of LOA, i.e., with applicable interest, the licensed space must be taken over by licensee after execution of license agreement and within 97 days of issue of LOA.

6.3 Deemed Handing Over of station:-

- (A)** If licensee fails to take over of licensed space as per clause 6.2 (A) the license space shall be deemed handed over by DMRC on 68th days of issue of LOA.
- (B)** If licensee fails to take over of licensed space as per clause 6.2 (B) or any extension of time for LOA payments has been granted by DMRC, the license space shall be deemed handed over by DMRC on 98th day of issue of LOA.

6.4 **Bid Variable:** The bidder shall quote the Amount of Annual License Fee in Rupees for Co-Branding for the Selected Metro Station in which the bidder is interested, as given in BOQ/Annexure-6. If there is a discrepancy between words and figures, the amount in words shall prevail. If the bidder is not interested in any particular station, the bidder shall write "Not quoted" in the bid form given in Annexure-6.

6.5 **Schedule of Payment:** The licensee is liable to pay to DMRC the amount of Annual License Fee each year in advance. **There shall be a 5% escalation of annual License Fee each year on compounding basis.** Payment of the license fee for the License period of 10 years, considered after expiry of fitment period (of 120 days from the date of handing over or actual start of commercial service date (for stations where commercial services will start at a later date only) of the respective station whichever is later, subsequent to handing over of the station, shall be as under:

Sl. No.	Payment Schedule	Amount of License Fee and interest fee security deposit
1	Within thirty days of date of issue of Letter of Acceptance	12 (Twelve) months License Fee as Interest Free Security Deposit
2	On or before expiry of fitment period (of 120	First year Advance License fee +GST

(RFP for Co-Branding Rights of Selected Metro Stations of DMRC Network– (323M043713)

	days from the date of handing over or actual start of commercial service date (for stations where commercial services will start at a later date only) of the respective station whichever is later.	
3	Before the start date of each year of License Period w.e.f. 2 nd year.	Escalated advance annual License fee + GST and escalated amount of Interest Free Security Deposit (In DD/PO or E-mode only) or through customer payment portal

GST at applicable rates (presently @ 18%) shall also be paid by the licensee to DMRC along with the above license fee. Any revision in rates of GST (Goods and Services Tax)/or if any other tax becomes applicable due to Govt. policy or legislation, the same shall also apply to the contracts under this tender and the licensee shall accordingly pay the revised GST/or any other tax along with License fees.

6.6 The license fee to be paid as per above payment schedule is exclusive of all applicable taxes as per clause 8.3 to 8.6 of RFP which shall be payable by licensee along with the License fee.

6.7 The utility charges including consumption of electricity, etc. shall also be payable by Licensee to DMRC in addition to above in accordance with terms & conditions of the agreement. Till the time DMRC is not able to provide the electricity to the Licensee during the stage of construction/ fabrication/ finishing of the station before start of commercial service, the Licensee has to coordinate with the civil contractor of the particular station to get the electrical power, if needed, for fabrication and other works. DMRC shall facilitate for the same. Rate of electricity chargeable from Licensee shall be at the rate at which Electricity Company / Distribution Company /Agency would levy on such a customer, had he obtained supply directly from Electricity Company / Distribution Company /Agency. DERC policy and Electricity Act (as amended from time to time) shall be applicable. The Licensee shall invariably make provisions for TOD energy meter as per the latest DERC guidelines.

6.8 The Licensee shall preferably make payment of the license fee and other dues to **DMRC by customer payment portal or e-Mode i.e. RTGS/NEFT for** credit of the designated account of DMRC Ltd. after obtaining prior approval of DMRC and complying with the laid down procedure in this regard. The license fee may also be paid by DD/PO in favour of DMRC Ltd. and payable at New Delhi and drawn on a scheduled commercial bank.

7. Interest Free Security Deposit / Performance Security

7.1 Interest Free Security Deposit / Performance Security: The Licensee shall pay Interest Free Security Deposit / Performance Security to DMRC in advance equivalent to the amount of fixed Annual (12 months) License Fee for each of the stations handed over. The interest free security deposit shall be paid as per schedule of payment as per clause 6.3 of this document. The interest free Security Deposit/ Performance Security shall be accepted in the following form:

7.1.1 Bank Draft/Banker's Cheque in favour of DMRC Ltd., payable at New Delhi and issued from a Scheduled Commercial Bank based in India, or

7.1.2 Irrevocable Bank Guarantee in the prescribed format (Annexure-1 DLA) issued by the State Bank of India or any other Nationalized Bank or other Scheduled Commercial Banks, 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 well before expiry of earlier Bank Guarantee, failing which the previous Bank Guarantee shall be invoked and en-cashed by DMRC without any prior intimation to the licensee. For last year of license period the bank guarantee shall be extended and renewed for the residual period of the contract plus six months and shall renew it, 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 prior intimation to the licensee.

The scheduled commercial Bank issuing the above bank guarantee must be on the SFMS (structured financial messaging system) platform. A separate advice of the BG shall invariably be sent by the issuing bank to the designated bank of DMRC, through SFMS and only after this the BG shall become operative and acceptable to DMRC. It is therefore in the interest of licensee to request the BG issuing bank to send advice of the BG through SFMS. DMRC's bank at present, for confirmation/sending advice of the BG of bank guarantee is detailed as under:

ICICI BANK Ltd.
9A, PHELPS BUILDING
CANNAUGHT PLACE, NEW DELHI-110001
IFSC CODE: ICICI 0000007

7.1.3 In case of a joint venture, the performance security is to be submitted in the name of the JV only. However, splitting of the performance security (while ensuring the security is in the name of JV) and its submission by different members of the JV for an amount proportionate to their participation ratio or otherwise is also acceptable.

Interest free security deposit/performance Security is to be paid in the following form. Minimum 25% of the amount of interest free security deposit is to be paid in form of DD/PO in favor of DMRC Ltd. and remaining or 75% shall be paid in the form of BG/DD/PO/FDR in favour of DMRC Ltd. Interest free Security Deposit upto Rs 10.00 lakhs

will be accepted in form of e-Mode/DD/PO in favour of DMRC Ltd. and payment at new Delhi only. FDR's shall be accepted subject to the following conditions:-

- a. FDR should be in joint name with licensee starting with DMRC.
- b. The FDR should be duly discharged in favour of DMRC by the authorized signatory of the licensee on revenue stamp.
- c. An additional certification is required from the bank stating that 'the Bank, as primary obligator shall, without demur, reservation, contest, protest, recourse and/or without reference to Licensee, pay to DMRC on the same working day of receipt of a written demand from DMRC. For the purpose of this clause, any letter on the said letter reached the Bank, as also any making demand on the Bank by DMRC dispatched by Registered Post with Ack. Due or by any Electronic means addressed to the above mentioned address of the Bank shall be deemed to be claim/demand in writing referred to above irrespective of the fact as to whether and when letter containing the said demand or claim is lodged with the Bank personally.
- d. The payment should be made without any reference to the licensee or any other person.

7.1.4 The payment should be made without any reference to the licensee or any other person.

7.1.5 Interest free security deposit/performance Security shall be escalated each year 5% on compounding basis and this escalated amount shall be deposited in form of DD/PO/e-Mode

.1 Interest Free Security Deposit / Performance Security will be refunded after successful completion of the full term of the License period i.e. 10 years from commencement date of License Agreement or in case of surrender of license after two years lock in period as per the provisions of clause 7.3 as given below, without consideration of any interest, after adjusting any dues payable to DMRC and after final settlement, after completion of agreement. If balance outstanding dues are more than interest Free security Deposit/performance security, the same shall be recoverable from the licensee before licensee is permitted to remove their establishment(s) or else DMRC will seize their goods/property at ZERO/NIL value. DMRC shall be free to dispose of the said good/property in any manner deemed fit & the licensee shall have no claim for compensation/damages in this regards. 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.

.2 Surrender of Contract Agreement :

- a) There shall be lock in period of two years from the date of commencement of licensee period If the Licensee is desirous of surrendering and exiting from the license hereby created and foreclosure of contract before expiry of the lock-in period of two years, the License Agreement shall deemed to be terminated on the date mentioned in termination/ 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 treating at zero/nil value. DMRC shall be free to dispose-off the said property / goods in whatsoever manner as it deems fit. Licensee shall have no claim for compensation or consideration / damages on this account.

- b)** The Licensee shall have option to exit from the License Agreement immediately after completion of lock-in period of 2 years from the date of commencement of license period for this, the licensee shall give 180 days prior intimation to DMRC which can be given before completion of the defined lock-in period. [In case lock in period is of 2 years, prior intimation can be given after 1 & 1/2 years, but option to exit is available only after two 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 also be recoverable from the licensee before licensee is permitted to remove their establishment (s) or else DMRC will seize their property treating at zero/nil value. DMRC shall be free to dispose-off the said property / goods in whatsoever manner as it deems fit. Licensee shall have no claim for compensation or consideration / damages on this account.
- c)** If the Licensee is desirous of surrendering and exiting from the license after expiry of lock-in period of 2 years from the date of commencement of license period without serving any intimation period or intimation period shorter than 180 days (notice period), 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 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 treating it at zero/nil value. DMRC shall be free to dispose-off the property / goods in whatsoever manner as it deems fit. License shall have no claim for compensation or consideration / damages on this account.

- .3** DMRC reserves the right for deduction of DMRC dues from Licensee's Interest Free Security Deposit / Performance Security for: -
- a) Any penalty imposed by DMRC for violation of any terms and conditions of agreement committed by the Licensee.
 - b) Any amount which DMRC becomes liable to the Government/Third party due to any default of the Licensee or/and adjustment of losses/damage suffered by DMRC. any of his director/ employees/ representatives/ servant/ agent, etc.
 - c) Any payment/ fine made under the order/judgment of any court/consumer forum or law enforcing agency or any person duly empowered in his behalf.
 - d) Any outstanding payment/ claims of DMRC remained due after completion of relevant actions as per agreement.
- .4** Once the amount under above Clause is debited, the Licensee shall replenish the Security Deposit/ Performance Security to the extent the amount is debited within 15 days period, failing which, it shall be treated as Licensee Event of Default and DMRC will be free to take action as per the relevant provisions of this tender document/ license agreement including termination of the contract.

8. Tenure of License Agreement

A. For operational stations:

- 8.1 **Tenure of License Agreement:** Exclusive Co-Branding license for operational metro stations shall be granted for a period of Ten (10) years with lock in period of 2 years after the expiry of fitment period of 120 days from the date of handing over of the station for Co-branding activities subsequent to issue of Letter of Acceptance (LOA).
- 8.2 All advertising/Co-branding spaces/plans as per scope detailed in clause 5.1 of RFP document at the selected Metro station proposed by the Licensee are subject to prior written approval from DMRC with regard to operational feasibility, aesthetics, and safety & security concerns. In this regard, a committee comprising of DMRC officials shall be formed for granting approval. The committee shall communicate its decision in writing within Ten (10) working days from the date of submission of proposals by Licensee to DMRC for display of advertisements.
- 8.3 The GST/advertisement taxes/any other tax as applicable from time to time, shall also be borne by the licensee along with the license fee.
- 8.4 The property tax applicable, if any, on the property of DMRC shall be borne by licensee.
- 8.5 All other statutory taxes, statutory dues, local levies, as applicable (other as those mentioned above) shall be charged extra and will have to be remitted along with the License Fees for onward remittance to the Government. The Licensee shall indemnify DMRC from any claims that may arise from the statutory authorities in connection with this License.
- 8.6 Payment of stamp duty on agreement, if any, to be executed in pursuance of this tender will be borne by Licensee.
- 8.7 The License shall be further extendable for a period of five (5) years on mutually agreed terms and conditions.
- 8.8 The selected bidder will not ask for any claim or compensation from DMRC if advertisements are not permitted due to local laws/civil authorities. The maintenance of all advertisement inserts will be borne by the selected bidder.

B. For stations yet to be operational:

- 8.1 **Tenure of License Agreement:** Exclusive Co-Branding license for the selected metro station yet to be operational shall be granted for a period of Ten (10) years with lock in period of 2 years after the expiry of fitment period of 120 days from the date of handing over of the station or start of commercial service date of the selected station whichever is later. The fitment period shall be of 120 days or till the actual date of start of commercial service of the respective station whichever is later, after

the date of handing over of station(s) for Co-branding subsequent to issue of Letter of Acceptance (LOA).

- 8.2 All advertising/Co-branding spaces/plans as per scope detailed in clause 5.1 of RFP document at the selected Metro station proposed by the Licensee are subject to prior written approval from DMRC with regard to operational feasibility, aesthetics, and safety & security concerns. In this regard, a committee comprising of DMRC officials shall be formed for granting approval. The committee shall communicate its decision in writing within Ten (10) working days from the date of submission of proposals by Licensee to DMRC for display of advertisements.
- 8.3 The GST/advertisement taxes/any other tax as applicable from time to time, shall also be borne by the Licensee along with the License Fee. It is further clarified that DMRC shares revenue with MCD for outdoor advertisement and the Licensee shall not be required to make any payments directly to Municipal Corporation of Delhi (MCD) on account of this License.
- 8.4 The property tax applicable, if any, on the property of DMRC shall be borne by licensee.
- 8.5 All other statutory taxes, statutory dues, local levies, as applicable (except those mentioned above) shall be charged extra and will have to be remitted along with the License Fees for onward remittance to the Government. The Licensee shall indemnify DMRC from any claims that may arise from the statutory authorities in connection with this License.
- 8.6 Payment of stamp duty on agreement, if any, to be executed in pursuance of this tender will be borne by Licensee.
- 8.7 The license shall be further extendable for a period of five (5) years on mutually agreed terms and conditions.
- 8.8 The Selected Bidder will not ask for any claim or compensation from DMRC if advertisements are not permitted due to local laws/civil authorities. The maintenance of all advertisement inserts will be borne by the Selected Bidder.

9 Submission of Bids by Bidders

- 9.1 No Bidder shall submit more than one Bid for one station for this RFP document. Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the draft License Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the License Agreement.
- 9.2 The Bid should be furnished in the format at Annexure2-6, clearly providing the details for fulfilling Eligibility Criteria. The bidder shall clearly indicate financial offer in both figures and words, in Indian Rupees. In the event of any difference between figures and words, the amount indicated in words shall be taken into account.
- 9.3 **Eligibility Criteria:**
- 9.3.1 Bidders should have a minimum annual average Gross Turnover of **Rs.1.00 crores (Rs. One crore only), (i.e. aggregate of Rs. 3.00 Crores in last 3 (three) financial years)**. Here Gross turnover means turnover from all sectors of businesses in last 3 (three) financial years as per the last 3 (three) audited financial statements, to be submitted to DMRC duly certified by a Chartered Accountant with stamp and signature. The bidders shall submit the audited annual reports/financial statements of last 3 years. (In the present case, it shall be for, F.Y., 2020- 21, 2021-22 & 2022-23). In case of JV/consortium, the audited reports of each relevant member of the consortium for last 3 financial years shall be submitted. If audited report for the latest F.Y. (2022-23) is not yet available, then the bidder(s) is required to submit reports for F.Y. 2019-20, 2020-21 & 2021-22 along with an affidavit and certificate from the chartered accountant certifying that the balance sheet for F.Y.2022- 23 has not been audited so far. The bidder shall submit audited financial statements including profit loss account of last three completed financial years as stated above as on date of notice for invitation of Bid on DMRC website. In case audited balance sheet/financial of last three preceding years other than the last/latest financial year (FY 2022-23) are not submitted, the bid shall be considered non-responsive & shall not be evaluated.
- 9.3.2 Eligibility conditions for Joint Ventures (JV)/ Consortium:
- i. For the purpose of evaluation of the Consortium, each member's contribution towards the turnover shall be considered in the same ratio of their equity participation in the Consortium. (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. In such a condition, 70% of 'A''s total turnover and 30% of 'B''s total turnover will be taken into consideration for evaluation of eligibility of the JV).
 - ii. 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.

- iii. 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 Guarantee and/or to terminate the License Agreement after 30days notice.
 - iv. Minimum percentage stake of any member in JV/Consortium during license period (including lock-in period) shall not be less than 15%.
 - v. 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.
 - vi. All members of such entity shall be jointly and severally liable for the performance of License agreement.
- 9.3.3 While calculating the updated value of Gross Turnover as specified in clause 9.3.1, escalation of 5% per annum shall be considered for business in India and 2% for foreign based business. In case of a JV, the eligibility of all the members of JV would be considered, in proportion of their share / participation in the JV.
- 9.3.4 Annexure 8 & Annexure 9 to be submitted as per clause 3.8 (c) & 3.8 (d) of RFP.
- 9.3.5 In case of mismatch in financial data in the submitted documents i.e., in Statuary Auditor/charted Accountant certified documents and data in the audited balance sheet, the data from the audited balance sheets shall prevail.
- 9.4 The bids 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 as laid down in this document. The Financial bid shall include the financial offer of the bidder in the manner prescribed in this document. Both the technical bids and financial bids shall be submitted by the bidder on the same due date as mentioned in the RFP document. The offer of Bidder who does not fulfil the Eligibility criteria, shall be summarily rejected.
- 9.5 The Financial Bid shall be opened on a subsequent date after evaluation of eligibility after opening and evaluation of the technical bids received. Financial Bid of only those Bidders whose submissions are found to fulfil the eligibility criteria shall be opened. The offer of Bidder, who does not fulfil the Eligibility criteria, may be summarily rejected. The time of opening of Financial Bid shall be informed separately to the eligible Bidders and eligible Bidders can be present to witness the opening of the Financial Bid.
- 9.6 **Bid Security:** The bidder shall specifically quote the name of the metro station / stations for which the bidder is submitting the bid and bid document. Bidders are

required to deposit, along with its Bid, a refundable bid security/EMD of **Rs. 10 Lakhs for each station, for which bid is being submitted.**

*Bidders submitting bids for more than one station shall be required to submit bid security/EMD for each station @ Rs. 10.00 lakhs/for each station for which bid is offered.

The Bid Security shall be payable online through Customer payment portal/RTGS/NEFT/ECS mode and the UTR details should be submitted to DMRC as per the dates mentioned in this document. The Bid Security of the successful Bidder shall be adjusted against the interest free security deposit/performance security due as per the License Agreement. The Bid Security of unsuccessful bidders shall be refunded after award of License, without considering any interest thereof. The Bid shall be summarily rejected if it is not accompanied by Bid Security/EMD.

- 9.7 The Bidders shall submit a Power of Attorney as per the format at Annexure-4, duly authorising the authorised signatory of the Bidder to commit the Bid. The Bid and all communications in relation to or concerning the Bid documents and the Bid shall be in English language.
- 9.8 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 will not return to the Bidders any Bid, document or any information provided along therewith.
- 9.9 The Bidder shall not have a Conflict of Interest that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. A Bidder shall be deemed to have a Conflict of Interest affecting Bidding Process if a constituent of such Bidder is also a constituent of another Bidder.
- 9.10 **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 will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.
- 9.11 Site visit and verification of information: Site visit shall be as per schedule mentioned in NIT. Bidders are encouraged to submit their respective Bids after visiting DMRC stations and ascertaining themselves the site conditions, traffic, location, surroundings, climate, availability of power, water and other utilities for provision of advertisement media, access to station / site, handling and storage of materials, weather data, applicable laws and regulations and any other matter considered relevant by them.
- 9.12 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 RFP document;
- d)** satisfied itself about all matters, things and information hereinabove 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 of 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.

9.13 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 RFP or the Bidding Process, including any error or mistake therein or in any information or data given by DMRC.

9.14 Verification and Disqualification: DMRC reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP or 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 will it affect any rights of DMRC there under.

9.15 Amendment of RFP

- a)** At any time prior to the Bid Due Date, DMRC may, for any reason, modify the RFP by the issuance of Addenda / Corrigenda.
- b)** Any Addendum / Corrigendum issued hereunder shall be uploaded on website.
- 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.

9.16 Preparation and Submission of Bids

- a)** Format and Signing of Bid: The Bidder shall provide all the information sought under this RFP 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 Bidders who have down loaded the RFP Document from the website, should carefully note the following instructions:
- i.** The Bidders should ensure that the complete RFP Document has been downloaded.
 - ii.** In case of any correction/addition/alteration/omission in the RFP Document observed at any stage, the bid shall be treated as non-responsive and shall be rejected out-rightly.

9.17 Uploading of Applications: Bidder shall upload the Application in the format specified in Annexure together with the documents specified and upload on e-tendering portal.

9.18 All correspondence shall be addressed to:

**Executive Director /Property Business,
3rd Floor, A Wing, Metro Bhawan,
Fire Bridge Lane, Barakhamba Road,
New Delhi-110001**

9.19 Bid documents submitted by fax, telex, telegram or e-mail shall not be entertained and shall be summarily rejected. Bid documents received after the due date shall be summarily rejected. Applications received without due bid security amount shall be summarily rejected.

9.20 Bid Submission Date: Applications should be uploaded before due date at the address provided in the manner and form as detailed in this RFP document. Any bid application received after due date and time as prescribed in RFP document shall be summarily rejected.

10 Evaluation of Bids

- 10.1 DMRC shall open the Technical Bids on the Due Date of Bid Submission, at the place & time specified in this document and in the presence of the Bidders who choose to attend. DMRC will subsequently examine and evaluate the Technical Bids in accordance with the Eligibility Criteria set out in this RFP document.
- 10.2 The Financial Bid shall be opened on a subsequent date after evaluation of eligibility and opening and evaluation of the technical bids. Financial Bid of only those Bidders whose submissions are found to fulfil the eligibility criteria as stipulated above shall be opened. The offer of Bidder, who does not fulfil the Eligibility criteria, may be summarily rejected. The time of opening of Financial Bid shall be informed separately to the eligible Bidders and eligible Bidders can be present to witness the opening of the Financial Bid.
- 10.3 To facilitate evaluation of Bids, DMRC may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid.
- 10.4 Selection of Bidder who qualify the Eligibility Criteria:
- a)** The bidder shall quote the Amount of fixed Annual License Fee in Rupees for Co-Branding activities at the Selected Metro Station in which the bidder is interested, in both words as well as figures in the BOQ only (as per format given in Annexure-6), through e-tendering. The bidder who is technically eligible and quotes the highest amount of fixed Annual License Fee (i.e H1) for the particular station shall be considered for granting of Branding/Advertising at that particular station, after assessment by DMRC. If in case the quoted bids of two or more bidders are equal then the agency/bidder having highest across turn over from any business in last three financial year shall be selected .However DMRC's Decision shall be binding and final.
 - b)** After selection, a Letter of Acceptance (the "LOA") shall be issued, in duplicate, by DMRC to the Selected Bidder and the Selected Bidder shall, within 7 (seven) days of the receipt of the LOA, sign and stamp and return the duplicate copy of the LOA in token of unconditional acceptance of LOA and acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder as unconditional acceptance is not received by the stipulated date, DMRC may, unless it consents to extension of time for submission thereof, take appropriate action as per the clause of RFP and forfeit the Bid Security of such Bidder as Damages on account of failure of the Selected Bidder to unconditionally accept the terms of LOA and perform this contract. A copy of LOA for Co-branding at each station will also be sent/mailed to successful bidder for that station.

- c)** Selected Bidder is required to pay the required Interest Free Security Deposit/ Performance Security (i.e. 12 month License Fee) as stipulated in Chapter-3 &6 of this RFP document within thirty days (30) of date issue of Letter of Acceptance without consideration of any interest and upto 45 days from the date of issue of LOA with 18% per Annum interest and further up to 60 days from the date of issue of LOA with 24% per Annum interest on the unpaid amount as per LOA. The amount of penal interest shall be submitted in the form of DD/PO/RTGS/NEFT/IMPS/Customer payment portal any in favour of DMRC Ltd. and payable at New Delhi The aforementioned interest is excluding GST and shall be charged for entire period from the date of issue of LOA and on balance remaining unpaid as per LOA. If the selected bidder fails to pay the required dues as mentioned in LOA within 60 days from date issue of LOA, the Letter of Acceptance shall stand cancelled and amount of bid security shall be forfeited by DMRC. The bidder voluntarily and unequivocally agrees not to seek any claim, compensation, damages or any other consideration, whatsoever on this account.
- d)** After acknowledgement of the LOA and deposit of dues as mentioned above, the Selected Bidder shall execute the License Agreement within the period prescribed in RFP document. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the License Agreement.

11 Banning Policy

After the opening of financial bids for 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 the tender section of the DMRC website i.e. <https://www.delhimetrorail.com/pages/en/general-conditions-of-contract-miscellaneous>

12 Miscellaneous

- 12.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at New Delhi shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- 12.2 During license period, all disputes between the successful bidder and DMRC shall be settled as per the dispute resolution procedure elaborated in draft license agreement as per the dispute resolution procedure elaborated in draft License agreement (Article of annexure -1 after signing the license agreement).
- 12.3 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.
- 12.4 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.
- 12.5 The RFP and License Agreement are to be taken as mutually explanatory & supplementary to each other.
- 12.6 and, unless otherwise expressly provided elsewhere in this RFP, in the event of any conflict between them, the priority shall be in the following order:
- 1.** License Agreement
 - 2.** RFP Document;
- i.e. the License Agreement above shall prevail over RFP Document.

The list of Selected Metro Stations and their Category for awarding for Exclusive Co-Branding rights of DMRC Network.

1. The list of following selected Stations for awarding the Co-brandings rights on "as is where is" basis:-

LINE-1		
Sr. No	STATION	CATEGORY
1	DILSHAD GARDEN	A
2	JHILMIL	A
3	MANSAROVER PARK	A
4	SHAHDARA	A
5	WELCOME	A
6	SEELAMPUR	A
7	SHASTRI PARK	A
8	TIS HAZARI	A
9	PULBANGASH	A
10	PRATAP NAGAR	A
11	SHASTRI NAGAR	A
12	KANHAIYA NAGAR	A
13	KESHAV PURAM	A
14	RITHALA	A
15	SHAHID NAGAR	C
16	SHYAM PARK	C
17	ARTHLA	C
18	SHAHEED STHAL (NEW BUS ADDA)	C

* Note: Interchange stations have been highlighted

LINE-2		
1	SAMAYPUR BADLI	D
2	HIDERPUR BADLI MOR	D
3	ROHINI SECTOR-18,19	D
4	JAHANGIRPURI	D
5	ADARSH NAGAR	D
6	AZADPUR	D
7	MODELTOWN	D
8	CIVIL LINES	D
9	KASHMERE GATE#	D
10	CHAWRI BAZAR	D
11	NEW DELHI	D
12	PATEL CHOWK	D
13	UDYOG BHAWAN	D
14	LOK KALYAN MARG	D
15	AIIMS	D
16	HAUZ KHAS	C
17	MALVIYA NAGAR	D
18	SAKET	D
19	QUTUB MINAR	C
20	CHATARPUR	C

* Note: Interchange stations have been highlighted

Stations of All 3 lines (Yellow, Red and Violet)

Line-3		Category
1	DWARKA SEC- 08	A
2	DWARKA SEC- 09	A
3	DWARKA SEC- 11	A
4	DWARKA SEC- 12	A
5	DWARKA SEC- 13	A
6	DWARKA	A
7	DWARKA MOR	D
8	NAWADA	D
9	UTTAM NAGAR (W)	D
10	UTTAM NAGAR (E)	D
11	JANAKPURI (W)	D
12	JANAKPURI (E)	D
13	TILAK NAGAR	D
14	SUBHASH NAGAR	D
15	TAGORE GARDEN	D
16	RAJOURI GARDEN	D
17	RAMESH NAGAR	D
18	SHADIPUR	D
19	JHANDEWALAN	D
20	INDRAPRASTHA	D
21	YAMUNA BANK	D
22	MAYUR VIHAR-1	D
23	MAYUR VIHAR EXT.	D
24	NEW ASHOK NAGAR	D
25	NOIDA SEC-61	C
Line-4		
1	KARKARDOOMA	D
2	ANAND VIHAR#	D

* Note: Interchange stations have been highlighted

Line-5		Category
1	INDERLOK	D
2	ASHOK PARK MAIN	B
3	PUNJABI BAGH	B
4	SHIVAJI PARK	B
5	MADIPUR	B
6	PASCHIM VIHAR (EAST)	B
7	PASCHIM VIHAR (WEST)	B
8	PEERAGARHI	B
9	UDYOG NAGAR	B
10	MAHARAJA SURAJMAL STADIUM	B
11	NANGLOI	B
12	NANGLOI RAILWAY STATION	B
13	RAJDHANI PARK	B
14	MUNDKA	B
15	MUNDKA IND. AREA	B
16	GHEVRA METRO STATION	B
17	TIKRI KALAN	B
18	TIKRI BORDER	B
19	SAT GURU RAM SINGH	B
20	KIRTINAGAR	B
21	PANDIT SHRI RAM SHARMA	B
22	BAHADURGARH CITY	B

* Note: Interchange stations have been highlighted

Line-6		Category
1	KHAN MARKET	D
2	DELHI GATE	D
3	JANPATH	D
4	JANGPURA	D
5	MOOLCHAND	D
6	KAILASH COLONY	D
7	GOVINDPURI	D
8	HARKESH NAGAR OKHLA	D
9	SARITA VIHAR	D
10	MOHAN ESTATE	D
11	TUGHLAKABAD	C
12	SARAI	B
13	NHPC CHOWK	B
14	MEWALA MAHARAJPUR	B
15	BADKAL MOR	B
16	SECTOR-28	E
17	OLD FARIDABAD	E

* Note: Interchange stations have been highlighted

Line-7		Category
1	MAJLIS PARK	C
2	AZADPUR	C
3	SHALIMAR BAGH	C
4	SHAKURPUR	C
5	PUNJABI BAGH WEST	C
6	ESI - BASAIDARAPUR	C
7	MAYAPURI	C
8	SAROJINI NAGAR	C
9	LAJPAT NAGAR	C
10	VINOBA PURI	C
11	MAYUR VIHAR PHASE-1	D
12	MAYUR VIHAR PKT-1	D
13	TRILOKPURI - SANJAY LAKE	D
14	EAST VINOD NAGAR-MAYUR VIHAR-II	D
15	MANDAWALI-WEST VINOD NAGAR	D
16	ASHRAM	A
17	I.P. EXTENSION	B
18	KARKARDUMA	D
19	KARKARDUMA COURT	D
20	KRISHNA NAGAR	D
21	EAST AZAD NAGAR	D
22	WELCOME	D
23	JAFFRABAD	C
24	MAUJPUR - BABARPUR	C
25	GOKULPURI	C
26	JOHRI ENCLAVE	C
27	SHIV VIHAR	C

* Note: Interchange stations have been highlighted

Line-8		Category
1	JANAKPURI WEST	C
2	DABRI MOR-JANAKPURI SOUTH	C
3	DASHRATH PURI	C
4	PALAM	C
5	SADAR BAZAR CANTONMENT	C
6	MUNIRKA	C
7	R.K. PURAM	C
8	OKHLA VIHAR	C
9	JASHOL VIHAR SHAHEEN BAGH	C
10	KALINDI KUNJ	C
11	VASANT VIHAR	C
12	NEHRU ENCLAVE	C
13	SUKHDEV VIHAR	A
14	OKHLA BIRD SANCTUARY	A

* Note: Interchange stations have been highlighted

LINE-9		Category
1	DWARKA	D
2	NANGLI	D
3	NAJAFGARH	D
4	DHANSA BUS STAND	A

* Note: Interchange stations have been highlighted

(On Official letterhead of the Bidder)

Letter comprising the Bid

Annexure-2

No:

Dated:

**Executive Director/Property Business,
3rd Floor, A, Wing, Metro Bhawan,
Fire Bridge Lane, Barakhamba Road,
New Delhi-11000**

Sub: Bid for Exclusive Co-Branding activities at Selected_____ Metro Stations in DMRC

Dear Sir,

With reference to your RFP document dated -----, I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for the aforesaid Exclusive Co-Branding activities at Selected Delhi Metro stations. The Bid is unconditional and unqualified.

1. I/ We acknowledge that DMRC will be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the Licensee for the aforesaid subject, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.
2. This statement is made for the express purpose of our selection as Licensee for the aforesaid subject. I/ We shall make available to DMRC any additional information it may find necessary or require to supplement or authenticate the Bid.
3. I/ We acknowledge the right of DMRC to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
4. I/ We declare that:
 - (a) I/ We have examined and have no reservations to the Bidding Documents, including Addendum / Corrigendum, if any, issued by DMRC; and
 - (b) I/ We do not have any conflict of interest in accordance with provisions of the RFP document; and
 - (c) I/ We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as stipulated in the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with DMRC; and
 - (d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

(RFP for Co-Branding Rights of Selected Metro Stations of DMRC Network– (323M043713)

5. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the above subject, without incurring any liability to the Bidders, in accordance with provisions of the RFP document.
6. I/ We acknowledge and undertake that I/We fulfil the Eligibility Criteria. I/We have enclosed necessary documents in support of the Eligibility Criteria in the manner prescribed in RFP document.
7. I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by DMRC in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned subject License and the terms and implementation thereof.
8. In the event of my/ our being declared as the Selected Bidder, I/we agree to enter in to a License Agreement in accordance with the draft that has been provided to me/us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
9. I/ We have studied all the Bidding Documents carefully and also surveyed the DMRC stations. We understand that except to the extent as expressly set-forth in the License Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by DMRC or in respect of any matter arising out of or relating to the Bidding Process including the award of License.
10. I/ We offer Bid Security to DMRC in accordance with the RFP Document. The documents accompanying the Bid, as specified in RFP, have been submitted in a separate envelope.
11. I/ We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/we shall have any claim or right of whatsoever nature if the advertisement licensing rights as mentioned in above subject is not awarded to me/us or our Bid is not opened or rejected.
12. The Financial Offer has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, draft License Agreement, addenda /corrigenda, our own estimates of costs and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of the project.
13. I/ We agree and undertake to abide by all the terms and conditions of the RFP document.
14. I/We agree and undertake to be jointly and severally liable for all the obligations of the Licensee under the License Agreement for the License period in accordance with the Agreement.
15. I/ We shall keep this offer valid for 180 (one hundred and eighty) days from the Bid Due Date specified in the RFP.
16. I/ We hereby submit bid documents i.e. RFP documents and Draft License Agreement duly signed on each page as token of unconditional acceptance of all terms and conditions set out herewith.

(Following declaration is to be submitted only by the Bidders who have downloaded the RFP document from DMRC's website)

17. I / We declare that the submitted RFP documents are same as available on DMRC's website. I / We have not made any modification / corrections / additions etc. in the RFP Documents. I / We have checked that no page is missing and all pages are legible and indelible. I / We have properly bound the RFP Documents. In case at any stage, it is found that there is any difference in the downloaded RFP Documents from the original RFP Documents available at DMRC's website, DMRC shall have the absolute right to reject my/ our bid or terminate the license agreement after issue of Letter of Acceptance, without any prejudice to take any other action as specified for material breach of conditions of Bid/ License Agreement.

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

Yours Sincerely

Date: (Signature, name and designation of the Authorised signatory)

Place: Name and seal of Bidder

Details of the Bidder (On the letterhead of the company)

1. (a) Name :
- (b) Country of incorporation :
- (c) Address of the corporate headquarters :
- (d) Address of registered office in India :
(In case of foreign Companies)

2. Details of individual(s) who shall serve as the point of contact/ communication for DMRC within the Company:
 - (a) Name :
 - (b) Designation :
 - (c) Company :
 - (d) Address :
 - (e) Telephone Number :
 - (f) Fax Number :
 - (g) E-Mail Address :

3. **Documents to be submitted**
 - a. GST No.
 - b. TAN No.
 - c. PAN No.
 - d. Copy of EMD submitted: NEFT/RTGS/ECS any other electronic media submission details

S.NO	Name of Stations to Bid	Line	Scope/Cat	EMD Details	Tender Cost Details
1					
2					
3					
4					
5					

* Separate payments need to be made towards Tender cost and EMD, i.e two separate UTR details need to be mentioned in above table. DMRC's authorized bank name and account no. to which payments to be made **Union Bank of India, F-14/15, Connaught Place, New Delhi-110001, IFSC- UBIN0530786, Acct No-307801110050003.**

(RFP for Co-Branding Rights of Selected Metro Stations of DMRC Network– (323M043713)

4. In case of JV:
- a. The information above (1 & 2) shall be provided for all the members of the JV.
 - b. Information regarding role of each member of JV details to be bidder:

Sl. No.	Name of Member	Proportion of share to be held in the JV	Role*
1			
2			
3			

Signed.....

(Name of the Authorized Signatory)

For and on behalf of

(Name of the Bidder)

Designation

Place:

Date:

Disclaimer:

1. DMRC at its sole discretion may accept or reject the response of any respondent without assigning any reason thereof. The decision of DMRC in matters of selection of station names should be final and binding.
2. Any Response received after the due date shall not be considered and shall be summarily rejected.
3. EMD has to be submitted @ Rs. 10 lakhs each for each station to be included in the tender. In case the total no. of EMDs submitted is not proportionate to the proposed station names for inclusion in the tender, the station names would be selected as per order mentioned in table at sr. no. 3 of Annexure-3. E.g. If a bidder pays 30 lakhs while inadvertently requests for insertion of 4 station names in Annexure-3, then the first three names as per table at sr. no. 3 at Annexure-3 would be selected for the tender.
4. **For any clarification**, please contact: pbtenders@dmrc.org

Power of Attorney of Bidder

Know all means 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 bid for the selected metro station for this tender for exclusive co-branding at selected metro station.

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 executant(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/- and duly notarized with supported by copy of Board of Resolution passed for this purpose only in case of company.**

Annexure-5

Certificate of Statutory Auditor/Chartered Accountant with regard to Eligibility of the Bidder

(On the Letterhead of the Statutory Auditor)

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 details of Gross Annual Turnover are as under:

Name of Bidder or member of JV/SPV	Gross Turnover		
	2020-21	2021-22	2022-23
Name of Bidder or 1 st member of JV			
2nd member of JV			
3rd member of JV			
TOTAL			

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

Note: Gross Turnover means Turnover from all sectors of Businesses.

All the documents or certifications which are provided by Statutory auditor/ Charter Accountant after 1st july, 2019 must contain UDIN there on and the particulars of certifications must be same as mentioned on documents/certification and submitted to ICAI on its website which can be verified online on <https://udin/icai.org/search>

Financial Bid/BOQ (Format)

(To be submitted by the Bidder through E-tendering portal only)

1. **Name of the Tender:** RFP for Exclusive Co- Branding at Selected Metro Stations in DMRC Network
2. **Period of License:** Ten (10) years with lock in period of 2 years.
3. I / We hereby offer the following Amount of Annual License Fee in Rupees for the first year for Co-Branding activities for the Selected Metro Station as specified below, payable to DMRC as per terms and conditions of this tender.

S.NO	Name of station	Line	Amount of fixed Annual License Fee (in Rupees for each station) (Excluding GST)	
			In figure	In words

Signature, Name, Designation & Seal of the Bidder

Date:

Place:

Note: 1. The above format of BOQ/financial Bid is only Submitted on the <https://eprocure.gov.in/eprocure/app> not in technical submission.

2. If there is a discrepancy in the quote/offer between words and figures, the amount in words shall prevail. At present, DMRC is not required to share revenue for indoor advertisement with any civic agency. In case any revenue sharing is to be done with MCD or other civic/govt. authorities, DMRC would share revenue for outdoor advertisement with MCD and other Govt. bodies if necessary as per clause 8.3 of DLA.

BOQ should be submitted through E-tendering portal only, and would be opened at the time of Financial Opening only.

Annexure -7

(On letter head of the company)

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 bid documents, addendums, corrigendum and clarifications for this work placed 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 for these in the submission of our financial bid for the selected metro station. We/I hereby give our acceptance to all the terms and conditions of the bid document as well as the draft licensee agreement.

Company Name _____

Name _____

Signature _____ Date: _____

Postal Address _____

E-Mail ID _____

Phone _____ FAX _____

Company Seal:

(On letter head of the company)

UNDERTAKING for not being banned/debarred from business

As per clause No. 3.8 (C) of RFP Document

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

Also any work executed either individually or 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.

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 bidders. In case of JV/Consortium by the authorized signatory of the constituent members counter signed by the authorised signatory of bidders.

Annexure-9

UNDERTAKING FOR TIMELY PAYMENT OF OUTSTANDING DUES IN DMRC

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

1.0 We_____ here by undertake that we have following lease/license/concession agreement of DMRC property (as on last 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
1					
2					
3					
4					
5					

2.0 It is certified that no dues are pending on our account for more than 90 days 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.

(Undertaking for old contracts in DMRC)

{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 / license space / premise	Date of handing over (vacate) of leased / licensed space / premises	If provision of moratorium period, the date of moratorium period	Date on which Escrow account opened & Account No.	Remarks

We, (either as a single entity or as a member of JV / consortium or SPV of JV / consortium / single entity) hereby certified that on last date of submission of this tender:-

a. There is no outstanding delay in vacation of the licensed / leased space / premises within the grace period (if provided) after completion of the tenure of the lease / premature terminated/surrender.

b. There is no outstanding delay, on our account, in taking over the space / premises licensed /Leased to us.

c. There is no outstanding issue of encroachment on the common areas / circulating areas or any other space which is not licensed / Leased to us.

d. We have opened the Escrow account for the license / lease agreement(s) of DMRC in which there is a provision of opening of Escrow account.

e. We are ensuring that sub-lessees are making all the payments whatsoever through escrow account and remits all DMRC dues through said Escrow account, if Escrow Account is opened.

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

CONSORTIUM AGREEMENT/MEMORANDUM OF AGREEMENT

(for JV/Consortium only)

(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 Co-Branding rights of selected metro stations 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.

AFFIDAVIT (duly notarized)
(for JV/Consortium only)

(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 exclusive 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

UNDERTAKING FOR RESPONSIBILITY
(for JV/Consortium only)

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

_____ as a lead member of the consortium of ____ companies - namely _____ (Complete name with address) jointly & severally 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 Co-Branding rights of selected metro stations.
2. That, all consortium members are jointly or severally 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 of Co-Branding Rights of selected metro stations 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.

Declaration/Undertaking regarding Holding/ Subsidiary Company

(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) _____. That the said M/s _____ ("X") _____.
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) _____ and the said company.
4. That our wholly owned Indian subsidiary company M/s _____ ("Y") is intending to take part in a tender for Co-branding rights of metro stations in 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)

Undertaking for Responsibility

(For all 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 Co-Branding rights of selected metro stations 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 Co-Branding rights of selected metro stations 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 Co-Branding rights of selected metro stations in DMRC Network.

(Bidder to sign on undertaking)

Annexure - 15

**Details of Bank Account for refund of Tender Security/EMD
(Applicable if EMD/Tender Security deposited through 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/Customer payment portal 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.