

DELHI METRO RAIL CORPORATION LIMITED



**Request for Proposal for
Exclusive Co-Branding on Walk-in-Basis
At Selected Metro Stations in of DMRC Network

(RFP-Walk-in Basis)**

Delhi Metro Rail Corporation Ltd

Metro Bhawan
Fire Brigade Lane, Barakhamba Road
New Delhi-110001
India
www.delhimetrorail.com/corporate
pbtenders@dmrc.org

(RFP for Co-Branding Rights of Selected Metro Stations On Walk-in Basis)

Name and address of the Applicant 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.

(RFP for Co-Branding Rights of Selected Metro Stations On Walk-in Basis)

1. Chapter

Sl. No.	Chapter	Page No
1	CHAPTER	3
2	DEFINITIONS	4
3	INDRODUCTION	6
4	GENERAL INSTRUCTIONS TO APPLICANTS	10
5	OBJECTIVE AND SCOPE OF EXCLUSIVE CO-BRANDING AT SELECTED METRO STATIONS OF DMRC NETWORK	17
8	BANNING POLICY	22
9	MISCELLANEOUS	23

Annexure

Annexure-1	SELECTED METRO STATIONS FOR AWARDED EXCLUSIVE CO-BRANDING	24
Annexure-2	LETTER COMPRISING THE BID	28
Annexure-3	DETAILS OF THE APPLICANT	31
Annexure-4	POWER OF ATTORNEY OF APPLICANT	33
Annexure-5	CERTIFICATE OF STATUTORY AUDITOR/CHARTERED ACCOUNTANT	34
Annexure-6	FINANCIAL OFFER	35
Annexure-7	UNDERTAKING FOR DOWNLOADED TENDER DOCUMENT	36
Annexure-8	UNDERTAKING FOR NOT BEING BANNED/DEBARRED FROM BUSINESS	37
Annexure-9	UNDERTAKING FOR TIMELY PAYMENT OF OUTSTANDING DUES IN DMRC	38
Annexure-9A	UNDERTAKING FOR OLD CONTRACTS IN DMRC	39
Annexure-10	CONSORTIUM AGREEMENT/MEMORANDUM OF AGREEMENT	40
Annexure-11	AFFIDAVIT (DULY NOTARIZED)	43
Annexure-12	UNDERTAKING FOR RESPONSIBILITY	44
Annexure-13	DECLARATION/UNDERTAKING REGARDING HOLDING/ SUBSIDIARY COMPANY	45
Annexure-14	UNDERTAKING FOR RESPONSIBILITY (FOR ALL APPLICANTS)	46
Annexure-15	DETAILS OF BANK ACCOUNT FOR REFUND OF TENDER SECURITY/EMD	47

Chapter -2

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 Applicant 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) **“Applicant ”** 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/EMD”** means the refundable amount to be submitted by the Applicant 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 Applicant, 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.

(RFP for Co-Branding Rights of Selected Metro Stations On Walk-in Basis)

- 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 Applicant”** means the Applicant 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.
- q) **Definition of Dues:** Any outstanding payment including but not limited to IFSD, Advance License Fee, Electricity Charges, Property Tax, OMC, and Interest. Other Charges etc. Following mechanism may be used to adjust unadvised payment received by DMRC. Any unadvised payments received from the licensee shall first be adjusted towards the oldest statutory dues of Electricity, Water Charges, Other Maintenance Charges and Property Charges (if paid by Licensee) in that order. Balance of unadvised payments shall be settled towards the oldest dues (FIFO basis) of license fees, utility area rent, parking charges, signage charges, interest ,penalty ,property tax, etc,

Introduction

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 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.

DMRC invites Application 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 application 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. Applicant's shall submit **their application** in accordance with such terms and conditions as specified in this document. Applicant's 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.

3.1 Eligibility Criteria:-

Request for Proposal Document (non-transferable) can be downloaded from the DMRC's web site. 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. Applicant shall submit application document along with application form cost and EMD. The Applicant shall specifically quote the name of the station / stations for which the Applicant is submitting the application document as per format at **Annexure- 3**. However, **application form cost amounting to Rs. 23,600/- (including 18% GST)** shall only be payable irrespective of no of stations applied.

EMD/Bid security for each station is Rs. 1 Lakh for each station, Applicant submitting application for more than one station shall be required to submit **bid security/EMD of Rs. 1 lakh (1,00,000/-) for each station for which bid is submitted**. 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.**

(a) Applicant's shall have a minimum annual average Gross turnover of **Rs. 1,50,00,000/-** (Rupees **One Crore Fifty lakh only**) (i.e. aggregate of **Rs. 4,50,00,000/-** (Rupees **Four Crore Fifty lakh only** in last 3 (three) audited financial statements/years [i.e. **2021-2022, 2022-2023 & 2023-2024**] certified by a Chartered Accountant with stamp and signature. Here, gross turnover shall mean turnover from all sectors(s) of business (es). The Applicant 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 Applicant, they have to submit an affidavit along with certificate from chartered accountant certifying that 'The balance sheet for **2023-2024** has actually not been audited so far'. In such a case the financial data audited of financial year **2020-2021** 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 severely liable for the due performance of License agreement.**

The application shall be summarily rejected if it is not accompanied **with receipt of valid EMD of appropriate amount**. The EMD must invariably be submitted to DMRC, failing which the application is likely to be rejected. The EMD of the selected Applicant shall be adjusted against the interest free security deposit. **The EMD (submitted towards the Application) of unsuccessful Applicants, shall be refunded, without considering any interest, thereof.** If the Applicant withdraws its application at any stage, the EMD amount of the Applicant shall be forfeited by DMRC.

(vii) Not being Banned from Business on date of Application Submission:

- (i) DMRC/any other Metro Organizations (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 applicant (including any member in case of JV/consortium) as on the date of submission of application. The applicant should submit undertaking to this effect in Annexure 8 of Tender Document.
- (ii) Also no contract of the applicant 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 application submission) due to non-performance of the applicant or any of JV/Consortium members. The applicant should submit undertaking to this effect in Annexure-8 of Tender Document.

In case at a subsequent date the Successful Applicant/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 and any other amount deposited after adjusting any dues payable by the Licensee. The Applicant should submit undertaking to this effect in Annexure-8.

(viii) Applicant shall not have pending dues:

The Applicant should not have pending dues on his account for more than 90 days from the date of submission of Application form in any agreement with DMRC either as a single entity or as a member of JV/consortium or SPV of JV/consortium/single entity from the date of submission of Application. The Applicant should submit undertaking to this effect in Annexure-9.

- b)** The Applicant s may obtain further information/ clarification, if any, in respect of Walk-in policy from the office of HOD/PB, 3rd floor, A-wing, Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi –110 001
- c)** DMRC reserves the right to accept or reject any or all proposals without assigning any reasons. No Applicant shall have any cause of action or claim against the DMRC for rejection of his proposal
- d)** In case of any grievances/complaints regarding this Walk-in policy, please contact:

1.) HOD/ 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>

**General Manager/Property Business
Delhi Metro Rail Corporation.**

- e) Amendment to Scheme:** At any time, DMRC may, for any reason, modify Terms and Conditions of the Walk-in policy by the issuance of Addendum/Corrigendum. Any Addendum/Corrigendum issued hereunder shall be uploaded on DMRC official website i.e. www.delhimetrorail.com.

GENERAL INSTRUCTION TO APPLICANTS

1. Instructions for Submission of application:

The Applicants are required to submit soft copies of their application on the walkinpbcell@dmrc.org. The instructions given below are meant to assist the Applicants in prepare their application in accordance with the requirements and submitting it online on DMRC's mail id: walkinpbcell@dmrc.org

2. SUBMISSION OF BIDS:-

- 1) The Applicant has to duly sign and stamp and upload the required application documents one by one as indicated in the RFP document.
- 2) Applicant should submit the EMD as per the instructions specified in the RFP 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 in application form.** Otherwise the application will be rejected. DMRC shall not be liable for submission at an incorrect place of the EMD & application form cost. The application form is liable to be rejected if details of application form cost and EMD is not submitted.

3. ASSISTANCE TO APPLICANTS

- 3.1 Any queries relating to the RFP document and the terms and conditions contained therein should be addressed to the application Inviting Authority or the relevant contact person.
- 3.2 Any queries relating to the process of online application submission **HOD/ 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

4. General Instructions to Applicants:

- 4.1** The application should be furnished in the formats mentioned at Annexure 2 to 15, clearly providing the details for fulfilling Eligibility Criteria. The application documents shall be signed by the Authorised Signatory. The Applicant shall submit all requisite documents as per 4.6 of RFP.
 - a) Applicant is required to deposit non-refundable application form Cost (as specified in Notice Inviting Tender) along with its application. The EMD of unsuccessful Applicant s/Applicant s shall be refunded, without considering any interest thereof. The EMD of the Successful Applicant shall be adjusted against the Interest free security deposit.
 - b) If the Applicant withdraws/alter their Bid at any stage, their EMD shall be forfeited by DMRC.

- 4.2** Offer Price: The Applicant shall submit its financial offer price/s in negotiation meeting. Financial offer price would comprise of the rate of **annual license fee "X"**
- 4.3** The application form of Applicant, **who** does not fulfil the Eligibility criteria and not fulfil any criteria as per annexure attached, shall be summarily rejected.
- 4.4** The Applicant shall upload scanned copies of, subject to minimum of, following documents in Email-
- a) Form Cost deposit slip: UTR details for online payment
 - b) EMD submission slip: UTR details for online payment.
 - c) Annexure-2 : Letter comprising the Application (On Official Letter-head of the Applicant),
 - d) Annexure-3: Details of the Applicant
 - e) Annexure-4: Power of attorney of Applicant
 - f) Annexure-5: Certificate of statutory auditor/Chartered Accountant with UDIN
 - g) Annexure-6: Financial offer
 - 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 timely payment of outstanding dues in DMRC.
 - k) Annexure-9A: Undertaking for old contracts in DMRC
 - l) Annexure-10: Consortium agreement/memorandum of agreement
 - m) Annexure-11: Affidavit (duly notarized) **for JV/Consortium only**
 - n) Annexure-12: Undertaking for responsibility **for JV/Consortium only**
 - o) Annexure-13: Declaration/undertaking regarding holding/subsidiary company
 - p) Annexure-14: Undertaking for responsibility (for all Applicants)
 - q) Annexure-15: Details of bank account for refund of 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 Applicant 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 application 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 Applicant as acceptance of terms and conditions given thereof.

- 4.5** Revenue sharing from advertisement with MCD/ civic agency, if applicable, would be borne by DMRC as per clause 8.3 of DLA.
- 4.6** The documents including this RFP and all attached documents, provided by DMRC shall remain and become the properties of DMRC and are transmitted to the Applicants solely for the purpose of preparation and the submission of application form. The Applicants are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their application. The provisions of this clause shall also apply *mutatis mutandis* to application and all other documents submitted by the Applicant, and DMRC shall not return to the Applicants any application, document or any information provided along therewith.
- 4.7 Documents to be submitted as per Annexure-3**
- a. GST No.
 - b. TAN No.
 - c. PAN No.
 - d. Details of application form 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.
- 4.8** 2. It shall be deemed that by submitting a application, the Applicant has:
- a) made a complete and careful examination of the application 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 application document;
 - d) satisfied itself about all matters, things and information herein above necessary and required for submitting offer prices, execution of the License Agreement in accordance with the application 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.
- 4.9** 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 walk-in Process, including any error or mistake therein or in any information or data given by DMRC.
- 4.10 Verification and Disqualification:** DMRC reserves the right to verify all statements, information and documents submitted by the Applicant in response to the

application Documents and the Applicant 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 and information, by DMRC shall not relieve the Applicant of its obligations or liabilities hereunder nor shall it affect any rights of DMRC there under. The Applicant may be asked to explain the rationality of their offer price. Non-submission of the requisite and valid documents within due time frame as stipulated in communications with the applicant, will lead to summarily rejection of application.

4.11 Amendment of application Document:

- a) At any time, DMRC may, for any reason, modify the application 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 In order to provide the Applicants a reasonable time for taking an Addendum into account, or for any other reason, DMRC may, in its sole discretion, extend the Due time of application process.
- c) The Applicants are requested to get in touch with official website of DMRC i.e. www.delhimetrorail.com and for all updates on the Walk-in policy such as addendums, replies to queries, postponement of application schedules, etc. No claims or compensation shall be entertained on account of the Applicant having not read/noticed the updates, etc.

4.12 Preparation and Submission of Application:

- a) Format and Signing of application: The Applicant shall provide all the information sought under this RFP Document as per the format.
- b) The Applicant has to upload the required application documents duly signed and stamped one by one as indicated in the RFP document. All the alterations, omissions, additions or any other amendments made to the application shall be also signed and stamped.
- c) The Applicant shall have to submit their application through Email only after uploading the mandatory scanned copy UTR receipts of payment submitted towards cost of application Document and towards EMD and other documents as required in the application Document. The application form Cost & EMD must be submitted through online payment mode.
- d) The Applicants has to produce the original documents as and when required by DMRC. The failure of the Applicant or Licensee to furnish the said original documents will empower DMRC to summarily reject their application.
- e) Before submission of online applications, Applicants must ensure that scanned copies of all the necessary documents have been uploaded with the application form.
- f) The Applicants should carefully note and ensure the following instructions:
- g) That the complete Walk-in Document has been downloaded.
- h) In case of any correction/addition/alteration/omission in the walk-in Document as made available by DMRC, is observed at any stage, the application shall be treated as non-responsive and shall be summarily rejected.

- 4.13 Modification, Substitution and Withdrawal of application:** No bid shall be withdrawn by the Applicant after the submission of application. Withdrawal of application during the interval between date of application submission and expiration of the Walk-in Scheme Validity Period would result in forfeiture of the EMD.
- 4.14 Confidentiality:** Information relating to the examination, clarification, evaluation, and recommendation for the Applicants shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising DMRC in relation to or matters arising out of, or concerning the Bidding Process. DMRC shall treat all information, submitted as part of Bid, in confidence and shall require all those who have access to such material to treat the same in confidence. DMRC may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or DMRC or as may be required by law or in connection with any legal process.
- 4.15** All information covering the purpose of the license, details of space available etc. may be downloaded from the www.delhimetrorail.com 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 Application Form before participating in the walk-in 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 walk-in 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.
- 4.16** It shall be noted, that 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.
- 4.17** 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. . *However DMRC may ask for any supplementary information, if deemed so.*
- 4.18** 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 Co-Branding rights) then also, DMRC may annul the award. Further, the Applicant may be blacklisted for participation in any future with DMRC. In such a case DMRC shall forfeit the EMD (if any) and Security Deposit (if any) held with DMRC.

(RFP for Co-Branding Rights of Selected Metro Stations On Walk-in Basis)

Application determined to be substantially responsive will be checked by DMRC for any arithmetical errors in computation and summation during 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 Applicant does not accept the correction of errors as outlined above, his application will be rejected and the EMD shall be forfeited. The Applicants are required to download the addendum, corrigendum etc. DMRC's web portal www.delhimetrorail.com Any queries or request for additional information concerning this RFP Document shall be considered only if it is submitted in writing.

4.19 Disclaimer

- a) This RFP is an invitation by DMRC to the Applicants for participation in the application process for selection of Licensee. This RFP is provided with information that may be useful to Applicants in making their financial offers 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 Applicant may require. Each Applicant 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 Applicant (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 Applicant 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 any Stage. The issue of this RFP does not imply that DMRC is bound to select a Applicant for the Exclusive Co-Branding and DMRC reserves the right to reject all or any of the Applicants or applications without assigning any reason whatsoever. Applicants shall bear all its costs associated with or relating to the preparation and submission of its application. Applicants are expected to carry out extensive study and analysis at their own cost,

before submitting their respective price 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.

d) Procedure of submission of Application under Walk-In Scheme : -

- (i) The consideration of Applicant shall be based on the First Come First Serve basis as per Date and time of email received in DMRC. The Applicant whose application is received first on e-mail will be evaluated first for the said Station. In case of two or more valid Applications received via email on same date and time, the Application with higher offer Price in negotiation meetings, shall be selected.
- (ii) The price offered by technically Eligible Applicants during the negotiation meeting, shall be review/negotiated by DMRC within a stipulated time of 60 [Sixty] working Days from the date of receiving Valid Application from the Applicant. If the negotiation with first responsive applicant fails within the stipulated time, the second responsive applicant will be considered, and so on. DMRC shall be free to allot that Station to other Applicant who has applied subsequently for the Station. Any decision taken by DMRC management will be final and binding on the Applicants. Time frame of negotiation (if needed) shall be reviewed only after the approval of competent authority.
- (iii) The Applicant shall not have a Conflict of Interest that affects the Walk-in application Process. Any Applicant found to have a Conflict of Interest shall be disqualified. Applicant shall be deemed to have a Conflict of Interest affecting Walk-in Process if a constituent of such Applicant is also a constituent of another Applicant.
- (iv) Cost of Bidding: The Applicant s 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.

e) Evaluation of Applications:

- a. The priced offer of technically Eligible Applicants shall be subject to negotiation or review by DMRC within a stipulated time of 60 (Sixty) working Days from the date of receiving valid application from the applicant. If the negotiation with first responsive applicant fails within the stipulated time, the second responsive bidder will be considered, and so on. DMRC shall be free to allot that Station to other Applicant who has applied subsequently for the Station. Any decision taken by DMRC management will be final and binding on the Applicants. Time frame of Negotiations (if needed) shall be reviewed only after the approval of competent authority.
- b. The considered Applicant shall be informed for further submission of required documents as per Terms and Conditions of this Scheme within 7 [seven] working days from the date of intimation to the Applicant.

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 Brandin g Space	Canopy Space	Retail Space	Total Space	Station Colouring	Prefix Suffix / to Station Name	Inside Train Announcem ents

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

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

(RFP for Co-Branding Rights of Selected Metro Stations On Walk-in Basis)

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.

A. The scope 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 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 (Exclusive) on outdoor structures/façade of the metro station. Outdoor Advertisement inventory has to be utilized for same brand which is approved for Co-Branding at the selected metro station. (In category A & C stations only)
- (iii) Up to 250 sqm of indoor display space (Exclusive) at the selected metro station, at the quoted rate of annual license fee for Co-Branding at the selected station. (In category A & B stations only)
- (iv) Up to 10 sqm of indoor display space (Non-Exclusive) at the selected metro station, at the quoted rate of annual license fee for Co-Branding at the selected station. (In category C & D stations only)
- (v) 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.
- (vi) Audio announcement of Co- branded name (suffix/Prefix) along with station name is permitted in the trains at the cobranded 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.
- (vii) DMRC shall provide advertising space at the selected station (as per the scope of the stations) and the following shall be included:
 - 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. Experiential marketing – canopy of size of 6 x 6 feet/per canopy at maximum three location in paid / unpaid area at a time. (In category A & B stations only)
 - m. Branding of Station Building in Brands color by painting or by using 3 M vinyl pasting or equivalent
 - n. 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). (In category A, B & C stations only)
 - o. Refurbishment of station exterior and interior in Brands color scheme besides co-branding the Brands name with station name.
 - p. Landscaping at DMRC station to give aesthetic and pleasing appearance to the station,
 - q. Floor or roof branding within the scope of co-branding.

(RFP for Co-Branding Rights of Selected Metro Stations On Walk-in Basis)

- r. 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 Outdoor advertisement policy/any other relevant state policy/EPCA guidelines/Directives given by Hon'ble courts, or any other prevailing policy.
- s. 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.
- t. 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.
- u. The Licensee shall have exclusive rights and obligations to perform as specified below:
- v. 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.
- w. Designing of all advertising units / structures to complement station architecture for advertising sites.
- x. Operate, manage and maintain the entire advertisement plans.
- y. 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.
- z. 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.
- aa. Comply with all statutory requirements in connection with License Agreement.
- bb. Ensure regular and timely payments of all amounts due to DMRC and discharge all obligations as per License Agreement.
- cc. Payment of all statutory taxes, local levies, statutory dues, etc as and when due.
- dd. Licensee shall bear all the applicable taxes including GST (18%) at prevailing rates. Any future revision in taxes shall also be borne by licensee.
- ee. 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.
- ff. 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. (In category A & B stations only)
- gg. Platform Screen Doors (PSDs) (if Installed) is available 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. (In category A & B stations only)
- hh. 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-

(RFP for Co-Branding Rights of Selected Metro Stations On Walk-in Basis)

washing/signage's 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 signage 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.

- ii. Note:- Inside Train Announcements is available in all above categories.
- jj. Note: Outdoor Advertisement inventory (if it is part of Scope) has to be utilised for same brand which is approved for co-branding at the selected metro station.
- kk. Exception to Exclusivity: 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 sq.mtr.) on the toilet blocks to the contractor.
- ll. 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 Applicant for the advertisement rights inside selected metro station will be eligible to bid for the same.
- mm. 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.
- nn. DMRC may install/create any new inventory, panels, etc. for its partners, etc. without commercial exploitation from the same.
- oo. DMRC may utilise a defined location at the station for displaying Artwork/ exhibition corners, other exhibits without any commercial consideration to the licensee.
- pp. 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.

B. After selection, a Letter of Acceptance (the "LOA") shall be issued, in duplicate, by DMRC to the Selected Applicant and the Selected Applicant 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 Applicant 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 Applicant as Damages on account of failure of the Selected Applicant 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/e-mailed to successful Applicant for that station.

C. Selected Applicant 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

(RFP for Co-Branding Rights of Selected Metro Stations On Walk-in Basis)

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 Applicant 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 Applicant 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 Applicant shall execute the License Agreement within the period prescribed in RFP document. The Selected Applicant shall not be entitled to seek any deviation, modification or amendment in the License Agreement.
- E. **Tenure of License Agreement:** Exclusive Co-Branding license 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).
- F. The license shall be further extendable for a period **of five (5) years on mutually agreed terms and conditions.**

Banning Policy

In case of any concealment or misrepresentation of facts, appropriate action(s) in accordance with RFP and DLA conditions of walk-in scheme 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>

7. Miscellaneous

- 7.1 The 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 application/walk-in Process.
- 7.2 During license period, all disputes between the successful Applicant 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 after signing the license agreement.
- 7.3 It shall be deemed that by submitting the application, the Applicant 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.
- 7.4 The RFP and License Agreement are to be taken as mutually explanatory & supplementary to each other.
- 7.5 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.

Annexure-1**The list of 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:-

No. of stations available/vacant for Co-branding with Scopes/category			
S.No.	STATION NAME	Line	Scope available
1	SHAHEED STHAL (NEW BUS ADDA)	1	C
2	SHYAM PARK	1	C
3	ARTHALA	1	C
4	SHAHEED NAGAR	1	C
5	WELCOME	1	D
6	SHAHDARA	1	D
7	SHASTRI NAGAR	1	D
8	TIS HAZARI	1	D
9	SEELAMPUR	1	D
10	DILSHAD GARDEN	1	D
11	SHASTRI PARK	1	D
12	PULBANGASH	1	D
13	MANSAROVAR PARK	1	D
14	PRATAP NAGAR	1	D
15	JHILMIL	1	D
16	KANHAIYA NAGAR	1	D
17	KESHAV PURAM	1	D
18	RITHALA	1	D
19	KASHMERE GATE	2	D
20	HAUZ KHAS	2	D
21	CHANDNI CHOWK	2	D
22	NEW DELHI	2	D
23	SAKET	2	D
24	MALVIYA NAGAR	2	D
25	JAHANGIRPURI	2	D
26	AIIMS	2	D
27	CHAWRI BAZAR	2	D
28	AZADPUR	2	D
29	SAMAYPUR BADLI	2	D
30	PATEL CHOWK	2	D
31	UDYOG BHAWAN	2	D

(RFP for Co-Branding Rights of Selected Metro Stations On Walk-in Basis)

32	QUTUB MINAR	2	D
33	ROHINI SECTOR -18,19	2	D
34	ADARSH NAGAR	2	D
35	MODEL TOWN	2	D
36	CIVIL LINES	2	D
37	HAIDERPUR BADLI MOR	2	D
38	LOK KALYAN MARG	2	D
39	DWARKA SECTOR-14	3	C
40	DWARKA SECTOR -12	3	C
41	DWARKA SECTOR-9	3	C
42	DWARKA SECTOR-13	3	C
43	DWARKA SECTOR -11	3	C
44	DWARKA SECTOR-8	3	C
45	JANAKPURI WEST	3	D
46	DWARKA MOR	3	D
47	UTTAM NAGAR EAST	3	D
48	RAJOURI GARDEN	3	D
49	MAYUR VIHAR-I	3	D
50	DWARKA	3	D
51	SHADIPUR	3	D
52	NAWADA	3	D
53	SUBHASH NAGAR	3	D
54	TILAK NAGAR	3	D
55	UTTAM NAGAR WEST	3	D
56	JHANDEWALAN	3	D
57	YAMUNA BANK	3	D
58	NEW ASHOK NAGAR	3	D
59	JANAKPURI EAST	3	D
60	TAGORE GARDEN	3	D
61	RAMESH NAGAR	3	D
62	MAYUR VIHAR EXTENTION	3	D
63	INDRAPRASTHA	3	D
64	ANAND VIHAR	4	D
65	KARKARDUMA	4	D
66	KIRTI NAGAR	5	C
67	BAHADURGARH CITY	5	C
68	PANDIT SHREE RAM SHARMA	5	C
69	GHEVRA METRO STATION	5	C
70	SATGURU RAM SINGH MARG	5	C
71	TIKRI BORDER	5	C

(RFP for Co-Branding Rights of Selected Metro Stations On Walk-in Basis)

72	MUNDKA INDUSTRIAL AREA (MIA)	5	C
73	TIKRI KALAN	5	C
74	INDERLOK	5	D
75	NANGLOI	5	D
76	PUNJABI BAGH	5	D
77	ASHOK PARK MAIN	5	D
78	PEERA GARHI	5	D
79	UDYOG NAGAR	5	D
80	NANGLOI RAILWAY STATION	5	D
81	PASCHIM VIHAR (EAST)	5	D
82	MUNDKA	5	D
83	SHIVAJI PARK	5	D
84	MADIPUR	5	D
85	PASCHIM VIHAR (WEST)	5	D
86	RAJDHANI PARK	5	D
87	MAHARAJA SURAJMAL STADIUM	5	D
88	SARAI	6	B
89	OLD FARIDABAD	6	B
90	BADKAL MOR	6	B
91	NHPC CHOWK	6	B
92	SECTOR-28	6	B
93	MEWALA MAHARAJPUR	6	B
94	GOVIND PURI	6	D
95	TUGHLAKABAD	6	D
96	DELHI GATE	6	D
97	KAILASH COLONY	6	D
98	SARITA VIHAR	6	D
99	ESCORT MUJESAR	6	B
100	JANPATH	6	D
101	HARKESH NAGAR OKHLA	6	D
102	JASOLA-APOLLO	6	D
103	MOHAN ESTATE	6	D
104	KHAN MARKET	6	D
105	MOOLCHAND	6	D
106	JANGPURA	6	D
107	MAUJPUR-BABARPUR	7	C
108	LAJPAT NAGAR	7	C
109	AZADPUR	7	C
110	SAROJINI NAGAR	7	C
111	SHIV VIHAR	7	C

(RFP for Co-Branding Rights of Selected Metro Stations On Walk-in Basis)

112	PUNJABI BAGH WEST	7	C
113	JOHRI ENCLAVE	7	C
114	SHALIMAR BAGH	7	C
115	VINOBA PURI	7	C
116	SHAKURPUR	7	C
117	GOKULPURI	7	C
118	ASHRAM	7	C
119	NARAINA VIHAR	7	C
120	MAJLIS PARK	7	C
121	JAFRABAD	7	C
122	ESI-BASAI DARAPUR	7	C
123	MAYAPURI	7	D
124	WELCOME	7	D
125	MAYUR VIHAR PHASE-I	7	D
126	KARKARDUMA	7	D
127	TRILOKPURI-SANJAY LAKE	7	D
128	KARKARDUMA COURT	7	D
129	EAST AZAD NAGAR	7	D
130	MANDAWALI-WEST VINOD NAGAR	7	D
131	MAYUR VIHAR POCKET-1	7	D
132	KRISHNA NAGAR	7	D
133	EAST VINOD NAGAR-MAYUR VIHAR II	7	D
134	I.P. EXTENSION	7	D
135	OKHLA BIRD SANCTUARY	8	A
136	SUKHDEV VIHAR	8	B
137	JANAKPURI WEST	8	D
138	PALAM	8	D
139	DASHRATH PURI	8	D
140	NEHRU ENCLAVE	8	D
141	DABRI MOR-JANAKPURI SOUTH	8	D
142	JASOLA VIHAR SHAHEEN BAGH	8	D
143	KALINDI KUNJ	8	D
144	VASANT VIHAR	8	D
145	MUNIRKA	8	D
146	OKHLA VIHAR	8	D
147	R.K. PURAM	8	D
148	DHANSA BUS STAND	9	C
149	DWARKA	9	D
150	NAJAFGARH	9	D
151	NANGLI	9	D

(On Official letterhead of the Applicant)

Letter comprising the Bid

Annexure-2

No:

Dated:

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

Sub: Application for Exclusive Co-Branding activities at Metro Stations in DMRC.

Dear Sir,

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

1. I/ We acknowledge that DMRC will be relying on the information provided in the application and the documents accompanying the application for selection of the Licensee for the aforesaid subject, and I/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 application 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 application.
3. I/ We acknowledge the right of DMRC to reject our application 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 application 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.
5. I/ We understand that you may cancel the application Process at any time and that you are neither bound to accept any offer price that you may receive nor to

(RFP for Co-Branding Rights of Selected Metro Stations On Walk-in Basis)

- invite the Applicant to negotiate for the above subject, without incurring any liability to the Applicant , 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 Applicant , or in connection with the application 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 Applicant , 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 negotiation process. 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 walk-in application 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 walk-in Process including the award of License.
 10. I/ We offer EMD to DMRC in accordance with the RFP Document. The documents accompanying the application, as specified in RFP, have been submitted.
 11. I/ We agree and understand that the application is subject to the provisions of the application 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 application is 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 Date of submission of the application.
 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 along with all addendum and corrigendum (if any).
 17. . I / We have not made any modification / corrections / additions etc. in the RFP/application Documents. I / We have checked that no page is missing and all pages are legible and indelible. I / We have properly bound the RFP/application

(RFP for Co-Branding Rights of Selected Metro Stations On Walk-in Basis)

Documents. In case at any stage, it is found that there is any difference in the downloaded RFP/application Documents from the original RFP/application Documents available at DMRC's website, DMRC shall have the absolute right to reject my/ our application 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 application 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 Applicant

Annexure-3

Details of the Applicant (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 Details	Cost
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 On Walk-in Basis)

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 Applicant :

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 Applicant)
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. 1.0 lakhs each for each station to be included in the application. In case the total no. of EMDs submitted is not proportionate to the proposed station names for inclusion in the walkin policy, the station names would be selected as per order mentioned in table at sr. no. 3 of Annexure-3. E.g. If a Applicant pays 3 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 of Annexure-3 would be selected tender or negotiation.

Annexure-4

Power of Attorney of Applicant

Know all means by these presents, I/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 application for the selected metro station for exclusive co-branding.

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 (Name of company)

(Name, Title and Address) of the authorized signatory

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 Applicant

(On the Letterhead of the Statutory Auditor)

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

Year wise details of Gross Annual Turnover are as under:

Name of Applicant or member of JV/SPV	Gross Turnover		
	2021-22	2022-23	2023-24
Name of Applicant 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>

Annexure -6

Offer Price: The Applicant shall submit its financial offer price/s during the negotiation meeting only:-

(On letter head of the company)

UNDERTAKING FOR DOWNLOADED TENDER DOCUMENT

We here by confirm that, we have downloaded / read the complete set of documents /addendum/corrigendum/clarifications along with the set of enclosures hosted on [DMRC's](https://www.delhimetrorail.com/pages/en/tenders_by_category/6uww) official website: https://www.delhimetrorail.com/pages/en/tenders_by_category/6uww. We confirm that we have gone through the walk-in application documents, addendums, corrigendum and clarifications for this work placed up to the date of submission of application. We confirm our unconditional acceptance for the same and have considered for these in the submission of our application 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

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

Annexure-9

UNDERTAKING FOR TIMELY PAYMENT OF OUTSTANDING DUES IN DMRC

To be submitted by Applicant (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					

- c. It is certified that no dues are pending on our account for more than 90 days from the date of email application received on DMRC's official mail id (walkinpbcell@dmrc.org) 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.
- d. In case of (any) dues found against the applicant or members of applicant (in case of JV/Consortium) then the application of the applicant shall be summarily rejected.

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

Annexure-9A

(Undertaking for old contracts in DMRC)

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

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

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

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 / pre-mature 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 Applicant is not an existing lessee / licensee / concessionaire of DMRC, they may write "Not Applicable / Nil" in this Annexure.

Signature of Authorized signatory of Applicant

CONSORTIUM AGREEMENT/MEMORANDUM OF AGREEMENT
(for JV/Consortium only)

(Duly stamped on non-judicial stamp papers)

This Consortium Agreement/Memorandum of Agreement (Namely – Consortium/JV of M/s._____and M/s._____) of 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 application 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 apply in this DMRCWalk-in scheme for co-branding rights at selected metro stations.
2. That the members of the Consortium have represented and assured each other

(RFP for Co-Branding Rights of Selected Metro Stations On Walk-in Basis)

that they shall abide by and be bound by the terms and conditions stipulated by DMRC.

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 application 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 application 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 application 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.

(RFP for Co-Branding Rights of Selected Metro Stations On Walk-in Basis)

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/Applicant on Stamp Paper of Rs. 100)

I,.....S/o resident of
..... the (Insert designation) of
the (Insert name of the single Applicant /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 "Applicant /Consortium Member") and I am duly authorised by the Board of Directors of the Applicant /Consortium Member to swear and depose this Affidavit on behalf of the Applicant /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") Walk-in application Document for Co-branding rights at selected metro station of DMRC 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 application 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 application shall entitle us to be disqualified 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 application 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 .. .

DE

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 Co-branding rights at:-

1. That, we Solely undertake that _____ (Name of the lead member of consortium) 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 _____ (Applicant) _____ ("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 application 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 Walk-in application are acceptable to us and shall be binding upon us.

Confirmed above
Signature of Applicant

1. Holding company
signature
(With stamp)

2. Subsidiary company Signature (With stamp)

Undertaking for Responsibility

(For all Applicants)

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

_____ as a Applicant 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 Applicant) 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.

(Applicant 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/Applicant :
- 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 Applicant /Firm
(A copy of cancelled cheque to be enclosed)**

Signature of the Authorized person
of the Applicant 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.