

DELHI METRO RAIL CORPORATION LIMITED



**Request for Proposal for
Exclusive Semi-Naming Rights
At Selected Metro Stations
(RFP-41505)**

Delhi Metro Rail Corporation Ltd

Metro Bhawan
Fire Brigade Lane, Barakhamba Road
New Delhi-11 00 01
India

Bid Document for
Proposal for Exclusive Semi-Naming Rights
At Selected Metro Stations
(RFP-41505)

Name and address of the Bidder to whom issued:

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

Date of issue.....

Issued by.....

Cost of RFP document: Rs 21,000/- (Rupees Twenty one thousand only) inclusive of 5% DVAT, which is non refundable.

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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.
- 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.
- 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 Semi-Naming Rights 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 Semi-Naming Rights including Advertisement Rights 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) **“Semi-Naming Rights”** mean the right assigned to the Licensee to only suffix and 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

- 3.1. Delhi, National Capital Region (NCR) which comprises of 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 has 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 and the first section of Phase-I was made operational on 25-12-2002. DMRC has since completed the construction of Phase-I & Phase-II network comprising of 138 stations and a network of around 190 km and has already put them under operation. As of today, DMRC network comprises of six operational lines with a ridership of more than 2.5 million commuters per day.
- 3.2. DMRC invites E-Tenders on two packet system from interested parties which may be 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 for selection of Licensee for granting exclusive Semi-Naming Rights at Selected Metro Stations. DMRC shall receive RFP 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 bids in accordance with such terms on or before the date specified in this document. Bidders are advised to visit the DMRC premises at the stations / site and familiarise themselves with various arrangements and all activities necessary in this regard.
- 3.3. Request for Proposal Document (non-transferable) can be downloaded from the web site www.tenderwizard.com/DMRC . Cost of RFP Document (Non-refundable) is Rupee Twenty One Thousand only (Rs.21,000/-) (including 5% DVAT). RFP Document cost shall be submitted in the form of Demand Draft / Pay Order drawn on any Indian Scheduled bank/ Indian Branch of foreign bank in favour of “Delhi Metro Rail Corporation Ltd” payable at New Delhi.
- 3.4. 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. However, bid document cost amounting to Rs. 21,000/-

(including DVAT) shall be payable irrespective of whether the bidder submits the bid for one station or more. However, the bid security shall be submitted @ of Rs. 8,00,000/- (Rs. Eight Lakhs only) for each station for which the bidder is participating along with the bid document.

3.5. Addendum/Corrigendum ,if any ,will be placed on our website only time to time.

RFP/DLA document can also be downloaded from the website www.tenderwizard.com/DMRC and may be submitted along with document cost at the time of submission of RFP bids. **Late / delayed RFP received after the stipulated date and time of submission of RFP shall be rejected out rightly.**

3.6. **Schedule of Bidding Process for RFP**

Start of sale of RFP Document to Bidders	From 23.06.2015 to 22.07.2015 (upto 17:30 hrs.) on e-tendering website www.tenderwizard.com/DMRC Tender document can only be obtained after registration of tenderer on the website www.tenderwizard.com/DMRC . For further information on this regard bidders are advised to contact on 23417910-12 (ext:-534777,534772), Help Tenderwizard Desk no:-49424365
Cost of RFP Bid Document (Non-refundable)	INR 21,000/- (inclusive of 5% DVAT) Non-Refundable (Demand Draft /Banker's cheque) in favour of "Delhi Metro Rail Corporation Ltd" payable at New Delhi.) Cost of tender documents i.e, D.D./Banker's cheque, in original, shall be accepted only in the office of Dy.CE/PB-2 Delhi Metro Rail Corporation, 4th floor, Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi -110 001 before opening of tender and details have to be uploaded on the web-site upto 17:30 hours on 22.07.2015.
Pre-Bid Conference	07/07/15 at 15.00 hrs. in Conference hall, 7 th floor, Metro Bhawan, Barakhamba Road, New Delhi- 01
Last date of receiving queries	17:30 hrs on 07/07/15
DMRC's response to queries by	09/07/2015
Date & Time of Submission of Sealed RFP Bids	Latest by 15.00 hrs of 24/07/2015
Date & Time of Opening of RFP Bids	15.15 hrs on 24/07/2015
Validity of Bids	180 days from bid submission date

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

SN	Stage of Activity	Time Period
1	Payment of License Fee as per schedule given in RFP and Interest Free Security Deposit/ Performance Security 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).

3.8

- (a) Eligibility Criteria:- Gross financial turnover from any business, during the last 3 years, should be at least **Rs.5 Crore** (Rupees Five crores only). For the purpose, audited Financial statements of last 3 years shall be uploaded, otherwise evaluation will not be carried out by DMRC and tender is liable to be rejected. The financial statements should be certified by a Chartered Accountant.
- (b) DMRC has adopted a two packet Bidding Process to select suitable highest Bidder to grant Licensing Semi naming rights at the selected stations.
- (c) The Bidders shall submit along with the RFP Application a bid security of Rs. 8 lacs. The payment shall be made in the form of a Demand Draft/ Pay Order drawn on any Indian Scheduled bank/ Indian Branch of foreign bank in favour of "Delhi Metro Rail Corporation Ltd" payable at New Delhi. The Bid shall be summarily rejected if it is not accompanied **with valid bid security for appropriate amount**. The bid security of the selected Bidder shall be adjusted against the Interest Free Security Deposit/First Advance License Fee. The bid security of unsuccessful bidders shall be refunded after award of contract, without considering any interest, thereof. If the bidder withdraws his bid at any stage, his Bid Security amount shall be forfeited by DMRC.
- (d) Bidders are expected to carry out extensive survey of DMRC premises and analysis at their own cost, before submitting their respective Bids for award of the License Agreement. DMRC shall provide necessary permission and assistance to the prospective Bidders in this regard.
- (e) The tenderers may obtain further information/ clarification, if any, in respect of these tender documents from the office of Dy.CE/PB-2 Delhi Metro Rail Corporation, 4th floor, Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi –110 001.
- (f) The intending tenderers must be registered on e-tendering portal

www.tenderwizard.com/DMRC. 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 tenderer will get user id and password. On login tenderer can participate in tendering process and can witness various activities of the process.

- g) The authorized signatory of intending tenderer, 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 such as Demand Draft or Pay Order or Banker's Cheque from a Scheduled commercial bank based in India and towards Tender Security such as Bank Guarantee or Demand Draft or Pay Order or Banker's Cheque from a Scheduled commercial bank based in India 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 tenderer shall have any cause of action or claim against the DMRC for rejection of his proposal.
- k) Bidder shall note that the maximum file size that can be uploaded is 5 MB. 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 www.tenderwizard.com/DMRC for updates.

General Manager/Property Business

Delhi Metro Rail Corporation

INSTRUCTIONS TO APPLICANTS

4.0 All information covering the purpose of the license, details of space available etc. may be downloaded from the website www.tenderwizard.com

4.1 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 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..

4.2 It shall however be noted, that DMRC will not discuss any aspect of the selection process. However, DMRC may display name of successful Tenderer on DMRC's website. 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.

4.3 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.*

4.4 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 tenderers are required to download the addendum, post bid queries etc. from e-tendering portal www.tenderwizard.com/DMRC.

4.5 Amendment to Tender Documents:-During the tender period, DMRC may issue further instructions to Tenderers or any modifications to existing tender documents in the form of an addendum. Such amendment/corrigendum in the form of an addendum/corrigendum will be uploaded on the e-tendering portal **www.tenderwizard.com/DMRC** within the date given in NIT which shall be available for all the prospective tenderers who have purchased/downloaded the tender document in the tender period.

4.6 The Tenderer shall, on or before the date and time given in the Notice of Invitation to Tender, upload his Tender on e-tendering portal

www.tenderwizard.com/DMRC.The Tenderer 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 **www.tenderwizard.com/DMRC** 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.**

4.7 Submission of Tenders :-The completed Bids shall be accepted only up to the date and time as specified in NIT. Bids have to be submitted online on the website www.tenderwizard.com/DMRC.The Bidders shall furnish the information strictly as per the formats given in the tender documents without any ambiguity. The DMRC shall not be held responsible if the failure of any Bidder to provide the information in the prescribed formats results in a lack of clarity in the interpretation and consequent disqualification of its Bid. The Bidder has to submit the Cost of RFP Bid Document and Bid Security in the DD/ Banker's Cheque in Original , failing which Bid shall be summarily rejected.

4.8 Late Tenders:- Tenders have to be uploaded on e-tendering portal www.tenderwizard.com/DMRC before the due date and time of tender submission. The tender security and cost of tender documents shall be submitted to Assistant-Manager/Manager in the office of Dy. Chief Engineer/Property Business-II, Delhi Metro Rail Corporation 'B'-Wing, 4th Floor, Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi.110001. It shall be the responsibility of the bidder / tenderer to ensure that his tender security and cost of tender documents reaches the designated officer (Assistant Engineer) before the dead line for submission.

Tenders received after due date and time of submission shall not be accepted. DMRC will not be responsible for any delay, internet connection failure or any error in uploading the tender submission. The tenderers 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 and tender cost delivered to any other place / person in DMRC (like Tapal / DAK section etc) other than the designated officer and does not reach the designated officer before the dead line for submission. The DMRC may, at his discretion, extend the deadline for submission of tenders by issuing an amendment, in which case all rights and obligations of DMRC and the Tenderer previously subject to the original deadline will thereafter be subject to the deadline as extended.

4.9 Modification, Substitution and Withdrawal of Tenders A tenderer may withdraw, substitute, or modify its tender after it has been submitted.No tender may be withdrawn, substituted, or modified in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the Tenderer on the Letter of Tender or any extension thereof. Withdrawal of tender during the specified period shall result in forfeiture of tender security.

4.10 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 tenderers. Technical package of those tenderers who have not submitted tender security shall not be opened. Tender which is accompanied by an unacceptable or fraudulent Tender Security shall be considered as non – compliant and rejected. The Technical Package of all the tenderers shall be opened in the presence of tenderers or their representatives who choose to attend on date & time as mentioned in tender document in the office Dy.CE- Property Business, DMRC, 4th floor, A-Wing, Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi – 110001. If such nominated date for opening of Tender is subsequently declared as a Public Holiday by the DMRC, the next official working day shall be deemed as the date of opening of Technical Package. The Tender of any tenderer who has not complied with one or more of the foregoing instructions may not be considered. The details will be read out for the information of representative of tenderers, present at the time of opening of Tender. On opening of the Tender, it will be checked if they contain Pre – Qualification, Technical & Financial Packages. Pre – Qualification & Technical packages of the tenderers not containing financial package shall not be opened. DMRC shall prepare a record of opening of the, Pre – Qualification, Technical & Financial Packages, which shall include, the name of bidder and whether there is a withdrawal, substitution or modification; alternative proposals, and presence or absence of a Tender security. The Tenderers representatives who are present shall be requested to sign the record. The omission of a bidder’s signature on the record shall not invalidate the contents and effect of the record. The tenderers name, details of the tender security and such other details as the DMRC, at his discretion, may consider appropriate will be announced at the time of tender opening. The sealed financial package will be opened on a subsequent date after evaluation of technical packages. Financial packages of only those tenderers 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 Tenderers who have qualified during Pre – Qualification and Technical evaluation stages and tenderers can be present to witness opening of Financial Package.

4.11 Evaluation of Financial Proposals DMRC shall open Financial Package of all Tenderers who have passed the Pre- Qualification criteria and have submitted substantially responsive Technical Tenders, in the presence of Tenderer’s representatives who choose to attend at the address, date and time informed / specified by DMRC. The financial bids of the bidders shall be opened one at a time, reading out: the name of the Tenderer and whether there is a modification; the Tender Price(s), including any discounts and any other details as DMRC may consider appropriate. Only Financial Package discounts read out and recorded during the opening of Price Tenders shall be considered for evaluation. No Tender shall be rejected at the opening of Price Tenders. The Tenderers’ representatives who are present shall be requested to sign the record. The omission of a Tenderer’s signature on the record

shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Tenderers. If in case the quoted highest bids of two or more tenderers are equal then the agency having highest gross turnover from advertisement business in the last three financial years shall be selected.

4.12 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. Where there is a discrepancy between the unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will normally govern unless in the opinion of DMRC there is an obviously gross misplacement of the decimal point in the unit price, in which event, the total amount as quoted will govern; and
- c. 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 a Tenderer does not accept the correction of errors as outlined above, his tender will be rejected and the tender security forfeited. The tenderers are required to download the addendum, post bid queries etc. from e-tendering portal www.tenderwizard.com/DMRC.

4.13 Amendment to Tender Documents

During the tender period, DMRC may issue further instructions to Tenderers or any modifications to existing tender documents in the form of an addendum. Such amendment/corrigendum in the form of an addendum/corrigendum will be uploaded on the e-tendering portal www.tenderwizard.com/DMRC within the date given in NIT which shall be available for all the prospective tenderers who have purchased the tender document in the tender period.

4.14 Disclaimer

4.14.1 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.

4.14.2 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.

4.14.3 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.

4.14.4 The issue of this RFP does not imply that DMRC is bound to select a Bidder for the Exclusive Semi-Naming Rights 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 Semi-Naming Rights at Selected Metro Stations

5.14 Stations Available For Exclusive Semi-Naming Rights

The following 9 Stations are proposed to be given for Exclusive Semi-Naming Rights.

S. No.	DMRC Line No	Name of Station
1	2	IFFCO Chowk
2	2	Huda City Center
3	2	Sikanderpur
4	3	Golf course
5	3	Botanical Garden
6	6(Faridabad)	Sarai
7	6(Faridabad)	NHPC Chowk
8	6(Faridabad)	Badkal Mor
9	6(Faridabad)	Neelam Chowk,Ajronda
10	6(Faridabad)	Mewala Meharajpur

Note- Some panels for advertisement have already been installed by DMRC

Note- Some panels for advertisement have already been installed by DMRC in the station outside premises for the stations under the current commitments (i) Guru Dronacharya (ii) IFFCO Chowk & (iii) Huda City Center which would be Vacated tentatively by October-2015 where as in (iv) Vaishali it would be vacated by September-2018.(v) No outside branding/advertisement is permitted at Huda City Center.

Scope of Exclusive Semi-Naming Rights & Conditions for Bidders

5.14.2 The selected Bidder shall have exclusive Semi-Naming Rights at the selected Metro stations(s). The Licensee will suffix/prefix the brand name with the Name of the station i.e. the selected station be listed as “[XYZ [Brand Name]”]; whereas XYZ is the name of the selected station. Any such composite name may include the Semi-Naming Rights Partner Name in conjunction with other words, subject to prior written approval of DMRC.

5.14.3 In addition to semi-naming rights to name the station as Station Name “Brand”, the licensee shall be granted advertisement rights at the selected 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.

5.14.4 DMRC shall provide advertisement spaces of 500sqm at the quoted rate of display area inside 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. However, audio advertisement in any form is not permitted and there will be no change in DMRC's station announcement / train announcement / notification / inside train name / or any other document due to semi naming of the station. DMRC shall provide maximum 500 Sqm of display area at each of the selected station and shall include the following:

- (a) all feasible spaces including staircases
- (b) escalators,
- (c) turnstile,
- (d) frisking panels/ equipments,
- (e) fixed / moveable panels,
- (f) elevator spaces,
- (g) product displays,
- (h) smart posters, visual display by electronic media,
- (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, canopy.

5.14.5 The following activities shall also be permitted as a part of branding and is not included in the inside advertisement inventory of 500 sqm:

- a) experiential marketing – canopy of size 6 x 6 ft size at maximum three location in paid / unpaid area at a time,
- b) to advertise the e-commerce activities for generating business opportunities through on-line or off-line shopping,
- c) Branding of Station Building in Brands color ,
- d) Retail Bare space maximum 20 sq. mtr at one or more location inside of station building for Licensee's legitimate activity ,
- e) Refurbishment of station exterior and interior in Brands colour scheme & theme besides the Brands name (suffixed) with station name,
- f) Landscaping and Brands advertisement on DMRC station to give aesthetic and pleasing appearance to Brands ,
- g) Painting of beam / affixing of 3M vinyl pasting at station to feel and look of Brand,
- h) carry out painting of station, both inside as well as outside, in the Brand's color,

- i) install logo and neon sign on top of the entrance gate of the selected station,
- j) floor or roof branding.

5.14.6 The licensee may be permitted to carry out the advertisements by way of integrating the station signage's for the purpose of optimization of spaces inside metro station, provided it is technically feasible and has been approved by DMRC.

5.14.7 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 approval of DMRC.

5.15 The licensee shall be permitted to use and display the logo of the brand at the selected station. The licensee shall also be entitled to use logo or the brand name at the directional network signage's at the selected stations.

5.16 During the currency of the license period, the licensee may be permitted to change the brand name of the station, logo or modify the theme of the advertising inventory at its own cost after approval from DMRC.

5.17 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) At present, Service tax on advertisement is not payable. However, if the service tax becomes payable in future Licensee shall bear the service tax and pay as per prevailing rates.
- 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.

5.18 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.

5.19 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, safety & security concerns.

6 General Terms for Semi-Naming Rights at Selected Metro Stations

- 6.1 Metro Station(s) shall be handed over for exclusive Semi-Naming Rights within 7 days from the date of receipt of full payment as stipulated in Letter of Acceptance. The License Period shall commence after the date of handover of the stations by DMRC, subsequent to issue of Letter of Acceptance. The License Agreement shall be executed within 30 days of handing over of stations.
- 6.2 **Bid Variable:** The bidder shall quote the Amount of fixed Annual License Fee in Rupees for Semi-Naming Rights for the Selected Metro Station in which the bidder is interested, as given in 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.
- 6.3 **Schedule of Payment:** The licensee is liable to pay to DMRC the amount of Total License Fee which is equal to Ten times the Amount of fixed Annual License Fee i.e. Total License Fee in five years = 10 x fixed Annual License Fee. There shall not be any consideration of any escalation or discount while calculating Total License Fee. The Payment Schedule of the license fee for the License period of 10 years, considered after expiry of fitment period subsequent to handing over of the station, shall be as under:

SN	Payment Schedule	Percentage of Total License Fee i.e. 10 x fixed Annual License Fee, calculated for a license period of 10 years to be paid by licensee to DMRC
1	Within thirty days of issue of Letter of Acceptance	5% + 6 months LF as SD (refundable)
2	Within 6 months of handing over of the station	5%
3	Before the start date of 2nd year of License Period	10%+ 6 months LF as SD (refundable)
4	Before the start date of 3rd year of License Period	10%
5	Before the start date of 4th year of License Period	10%
6	Before the start date of 5th year of License Period	10%
7	Before the start date of 6th year of License Period	10%
8	Before the start date of 7th year of License Period	10%
9	Before the start date of 8th year of License Period	15%
10	Before the start date of 9th year of License Period	15%

- 6.4 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 which shall be payable by licensee along with the License fee.

- 6.5** 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.

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 License Fee for each of the station handed over. The interest free Security Deposit / Performance Security shall be accepted in the following form:
- 7.1.1 Bank Draft in favour of DMRC, payable at New Delhi from a Scheduled Commercial Bank based in India, or
- 7.1.2 Fixed Deposit Receipt of a Scheduled Commercial Bank / Post Office based in India duly pledged in favour of DMRC, or
- 7.1.3 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, with branches located in Delhi. The Bank Guarantee shall be valid for at least two years. The Bank Guarantee shall be reimbursed and renewed every two years before expiry of earlier Bank Guarantee, failing which the previous Bank Guarantee shall be en-cashed by DMRC without any prior intimation. For last year of license period 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 en-cashed by DMRC.
- 7.1.4 In case of a joint venture, the performance security is to be submitted in the name of the JV. 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.
- 7.2 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 and after adjusting any payable dues and final settlement, without any consideration of interest, after termination of agreement.
- 7.3 The licensee shall have the option of surrendering the license after completion of 2 years lock-in period by giving three month advance notice. The notice for surrender shall be given after completion of 2 years of license period. The License fee deposited by the licensee as per payment schedule shall not be refunded by DMRC under any

circumstances. In such case, the Interest Free Security Deposit / Performance Security shall be refunded to the licensee after adjustment of outstanding dues, if any.

- 7.4 If the Licensee is desirous of terminating the license hereby created before expiry of the lock-in period of the license, the agreement shall be deemed terminated on the date of receipt of termination / surrender notice in DMRC. In such cases, the Interest Free Security Deposit / Performance Security shall be forfeited after adjusting outstanding dues payable to DMRC. The License fee deposited by the licensee as per payment schedule shall not be refunded by DMRC under any circumstances.
- 7.5 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 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.
- 7.6 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 30 days period, failing which, it shall be treated as Licensee Event of Default.

Tenure of License Agreement

8.1 Tenure of License Agreement: Exclusive Semi-Naming Rights shall be for a period of Ten (10) years after the expiry of fitment period of 120 days after the date of handing over of station(s) subsequent to issue of Letter of Acceptance (LOA).

8.2 All advertising spaces at the selected Metro station proposed by the Licensee are subject to 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 five working days from the date of submission of proposals by Licensee to DMRC for display of advertisements.

8.3 The Service tax and advertisement tax as applicable from time to time, shall be borne by the licensee.

8.4 The property tax applicable, if any, on the property of DMRC shall be borne by DMRC.

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.

9 Submission of Bids by Bidders

9.1 No Bidder shall submit more than one Bid 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 Annexure 2-6, 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:** The bidder shall be evaluated first for fulfilling eligibility criteria. 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. In case of JV, partners having less than 26% participation will be considered as non-substantial partner and will not be considered for evaluation which means that their eligibility will not be considered for evaluation of JV. To be eligible for bidding process, the Bidder shall fulfill each of the following conditions simultaneously:

9.3.1 Bidder should have a minimum cumulative Gross Turnover of Rs.5 crore in the last 3 (three) completed financial years. Here Gross turnover means turnover from all sectors of businesses. The bidder shall submit audited financial statements including profit loss account of last three completed financial years as on date of notice for invitation of Bid on DMRC website. If the audited financial statement including profit loss account of last completed financial year is not available, the bidder shall submit the certificate form statutory auditor which shall be duly considered by DMRC.

9.3.2 While calculating the updated value of Gross Turnover as required in 7.3.1, 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.

- 9.3.3 The Bidder shall enclose with its Bid an undertaking stating/providing the necessary supporting documents, including audited accounts and financial statements, certificate(s) from its statutory auditors. If the audited financial statement for the last completed financial year is not available, the certificate from the Statutory Auditor(s) shall be furnished by the bidder, for considering the fulfillment of eligibility criteria and shall be taken into consideration by DMRC.
- 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 on a subsequent date after evaluation of eligibility. 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 station / stations for which the bidder is submitting the bid document. Bidders are required to deposit, along with its Bid, a refundable bid security amounting to Rs.8 lakh/- only for each station for which the bidder is participating along with the bid document. The Bid Security shall be payable in the form of a Demand Draft only . The Bid Security of the Selected 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.

- 9.7 The Bidders shall submit a Power of Attorney as per the format at Annexure-4, authorising the 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:** 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 will be in writing and shall be sent to all the Bidders.
- 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 Sealing and Marking of Applications: Bidder shall upload the Application in the format specified in Annexures together with the documents specified above and seal it in an envelope and mark the envelope as “RFP Bid for Semi- Naming Rights at Selected Metro Stations”.

9.18 The Bid containing EMD and Tender cost shall only be opened.

9.19 All correspondence shall be addressed to:

**Chief Engineer/Property Business,
2nd Floor, A Wing, Metro Bhawan,
Fire Bridge Lane, Barakhamba Road,
New Delhi-110001**

9.20 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.

9.21 **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.

9.22 Notwithstanding anything contained in this Bid 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. In the event that DMRC rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

9.23 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 will treat all information, submitted as part of Bid, in confidence and will 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.

10 Evaluation of Bids

- 10.1 DMRC shall open the Technical Bids on the Bid Due Date of 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. 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 Semi-Naming Rights for the Selected Metro Station in which the bidder is interested, in both words as well as figures as given in Annexure-6. If there is a discrepancy between words and figures, the amount in words shall prevail. The bidder who quotes the highest amount of fixed Annual License Fee for the particular station shall be considered for granting Semi-Naming Rights for that particular station, after assessment by DMRC.
 - b) After selection, 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 return the duplicate copy of the LOA in token of acceptance of LOA and acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, DMRC may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as Damages on account of failure of the Selected Bidder to unconditionally accept the terms of LOA.

- c) Selected Bidder is required to pay the due License fee along with the required Interest Free Security Deposit / Performance Security as stipulated in Chapter-3 & 6 of this RFP document within thirty days (30) of issue of Letter of Acceptance without consideration of any interest and upto 45 days with 2% flat interest on balance unpaid amount. If the selected bidder fails to pay the required dues as mentioned in LOA within 45 days of 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 **Fraud and Corrupt Practices**

- 11.1 Bidders and their respective officers, employees, agents and advisers shall observe highest standard of ethics during Bidding Process and subsequent to issue of LOA and during subsistence of License Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the License Agreement, DMRC may reject a Bid, withdraw the LOA, or terminate the License Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Licensee, as the case may be, if it determines that the Bidder or Licensee, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, DMRC shall be entitled to forfeit & appropriate Bid Security or Interest Free Security Deposit/ Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy available to DMRC under Bidding Documents and/ or License Agreement, or otherwise.
- 11.2 Without prejudice to the rights of DMRC under Clause 9.1 hereinabove and the rights and remedies which DMRC may have under the LOA or the License Agreement, or otherwise if a Bidder or Licensee, as the case may be, is found by DMRC to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the License Agreement, such Bidder or Licensee shall not be eligible to participate in any tender or RFP issued by DMRC during a period of 2 (two) years from the date such Bidder is found by DMRC to have engaged, directly or indirectly, in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
- 11.3 For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) “Corrupt practice” means offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence actions of any person connected with Bidding Process
 - (b) “Fraudulent practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;

- (c) “Coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
- (d) “Undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by DMRC with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- (e) “Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

11.4 DMRC reserves the right to reject any Bid and appropriate the Bid Security if:

- (a) At any time, a material misrepresentation is made or uncovered, or
- (b) The Bidder does not provide, within the time specified by DMRC, the supplemental information sought by DMRC for evaluation of the Bid.

Such misrepresentation/ improper response shall lead to the disqualification of the Bidder.

11.5 In case it is found during the evaluation or at any time before signing of the License Agreement or after its execution and during the period of subsistence thereof, including the License thereby granted by DMRC, that one or more of the Eligibility criteria have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Licensee either by issue of the LOA or entering into of the License Agreement, and if the Selected Bidder has already been issued the LOA or has entered into the License Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by DMRC to the Selected Bidder or the Licensee, as the case may be, without DMRC being liable in any manner whatsoever to the Selected Bidder or Licensee. In such an event, DMRC shall be entitled to forfeit and appropriate the Bid Security or Interest Free Security Deposit/ Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to DMRC under the Bidding Documents and/ or the License Agreement, or otherwise.

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 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.
- 12.3 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.
- 12.4 The RFP and License Agreement are to be taken as mutually explanatory 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:
- (a) License Agreement
 - (b) RFP Document;
- i.e. the License Agreement above shall prevail over RFP Document.

List of Stations where Exclusive Semi-Naming Rights are Proposed to be Granted

The following 9 Stations are proposed to be given for Exclusive Semi-Naming Rights.

S. No.	DMRC Line No	Name of Station
1	2	IFFCO Chowk
2	2	Huda City Center
3	2	Sikanderpur
4	3	Golf course
5	3	Botanical Garden
6	6(Faridabad)	Sarai
7	6(Faridabad)	NHPC Chowk
8	6(Faridabad)	Badkal Mor
9	6(Faridabad)	Neelam Chowk, Ajrona
10	6(Faridabad)	Mewala Menarapur

Note- Some panels for advertisement have already been installed by DMRC in the station outside premises for the stations under the current commitments (i) Guru Dronacharya (ii) IFFCO Chowk & (iii) Huda City Center which would be Vacated tentatively by October-2015 where as in (iv) Vaishali it would be vacated by September-2018.(v) No outside branding/advertisement is permitted at Huda City Center.

Letter comprising the Bid
(On Official letterhead of the Bidder)

No:

Dated:

**Chief Engineer/Property Business,
2nd Floor, A Wing, Metro Bhawan,
Fire Bridge Lane, Barakhamba Road,
New Delhi-110001**

Sub: Bid for Exclusive Semi-Naming Rights at Selected Metro Stations,

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 Semi-Naming Rights 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:
 - (c) I/ We have examined and have no reservations to the Bidding Documents, including Addendum / Corrigendum, if any, issued by DMRC; and
 - (d) 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 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 into a License Agreement in accordance with the draft that has been provided to me/ us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
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.
17. 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)

18. 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

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

Place: Name and seal of Bidder

Details of the Bidder

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. 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:

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:

Power of Attorney of Bidder

Know all men by these presents, We _____ (name and address of the registered office) do hereby constitute, appoint & authorize Mr./Ms. _____ (name and residential address) who is presently employed with us and holding the position of _____

as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Tender, including signing and submission of all documents and providing information / responses to DMRC, representing us in all matters before DMRC, and generally dealing with DMRC in all matters in connection with our Tender.

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

For

Accepted
_____ (signature)
(Name, Title and Address) of the Attorney

Note: -

• *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the 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/- at least duly notarized with supported by copy of Board of Resolution passed for this purpose only in case of company.*

Certificate of Statutory Auditor 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 year is Rs. _____.

Year wise details of Gross Annual Turnover are as under:

Name of Bidder or member of JV/SPV	Gross Turnover		
	2011-12	2012-13	2013-14
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.

Financial Bid

(To be submitted by the Bidder on his Letterhead)

1. **Name of the Tender:** RFP for Exclusive Semi-Naming Rights at Selected Metro Stations
2. **Period of License:** Ten (10) years
3. I / We hereby offer the following Amount of fixed Annual License Fee in Rupees for Semi-Naming Rights for the Selected Metro Station as specified below, payable to DMRC as per terms and conditions of this tender.

SN	Line No	Name of Station	Amount of fixed Annual License Fee (in Rupees for each station)	
			In figure	In words
S. No.	DMRC Line No	Name of Station		
1	2	IFFCO Chowk		
2	2	Huda City Center		
3	2	Sikanderpur		
4	3	Golf course		
5	3	Botanical Garden		
6	6(Faridabad)	Sarai		
7	6(Faridabad)	NHPC Chowk		
8	6(Faridabad)	Badkal Mor		
9	6(Faridabad)	Neelam Chowk,Ajronda		
10	6(Faridabad)	Mewla Mehtarajpur		

Signature, Name, Designation & Seal of the Bidder

Date:

Place:

Note : If there is a discrepancy between words and figures, the amount in words shall prevail.

UNDERTAKING FOR DOWNLOADED TENDER DOCUMENT

We here by confirm that, we have downloaded / read the complete set of tender documents /addendum/clarifications along with the set of enclosures hosted on e-tendering portal www.tenderwizard.com/DMRC. We confirm that we have gone through the bid documents, addendums and clarifications for this work placed upto the date of opening of bids on the e-tendering portal [www.tenderwizard.com/DMRC]. We confirm our unconditional acceptance for the same and have considered for these in the submission of our financial bid. We/I here by 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: