

DELHI METRO RAIL CORPORATION LIMITED



**Request for Proposal (E-Tender)
for Advertisement on
Delhi Metro Smart Token
(RFP – CST)**

Tender No. 04-15-08

July- 2015

Delhi Metro Rail Corporation Ltd.

Metro Bhawan

Fire Brigade Lane, Barakhamba Road

New Delhi-11 00 01

India

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for Advertisement on
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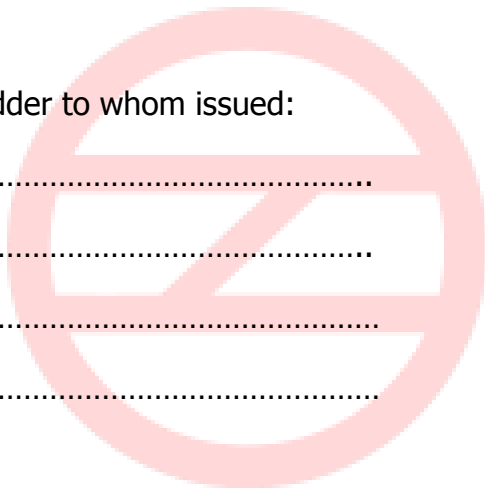
Name and address of the Bidder to whom issued:

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Date of issue.....

Issued by.....

Cost of RFP document: Rs 5,250/- (Rupees Five Thousand Two Hundred Fifty only) inclusive of 5% DVAT, which is non refundable.

Signature of Bidder

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1.0. Definitions

- 1.1. **"Advertising Spaces"** means the space available for printing of advertisement on Delhi Metro Smart Token for which artwork shall be provided by Licensee and printing of the same shall be done by DMRC in pursuance to License through bidding process.
- 1.2. **"Advertisement(s)"** or **"Advertising"** means display of any art work which is not objectionable or prohibited under various statutes, codes, policies, etc as applicable from time to time.
- 1.3. **"Agreement"** means the License Agreement executed between DMRC and Selected Bidder in pursuant to bidding process through this RFP.
- 1.4. **"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 and applicable to this License Agreement. 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.
- 1.5. **"Art-work"** means the printable two dimensional matters provided for printing on Delhi Metro Smart Token for the purpose of advertisement.
- 1.6. **"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)/Consortium, etc. which is submitting its bid pursuant to RFP Documents.
- 1.7. **"Bid Security"** means the refundable amount to be submitted by the Bidder along with RFP documents to DMRC.
- 1.8. **"Delhi Metro Smart Token"** or **"Contactless Smart Token"** or **"CST"** or **"Smart Token"** means a type of travel media used by commuters to travel in DMRC authorised network as specified from time to time.
- 1.9. **"License"** means the Advertising Rights granted by DMRC to the Selected Bidder for advertisements on Delhi Metro Smart Token, under terms and conditions of this Agreement.
- 1.10. **"Licensee"** means the Selected Bidder, who has executed the License Agreement with DMRC pursuant to the conclusion of the bidding process.
- 1.11. **"License Fee"** means the amount payable by the Licensee to DMRC for advertisement space as per terms and conditions of the License Agreement.
- 1.12. **"DMRC"** means Delhi Metro Rail Corporation Limited.
- 1.13. **"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.
- 1.14. **"Selected Bidder"** means the Bidder who has been selected by DMRC, pursuant to the bidding process for award of License.

2.0. Invitation for Request for Proposal (RFP)

(NIT No. 008/2015)

- 2.1. Delhi Metro Rail Corporation Ltd. (DMRC) undertook the construction activities of Delhi Mass Rapid Transit System and the first section was made operational on 25-12-2002. DMRC is presently operating a network comprising of 141 stations and a network of around 193 km. Further, 159 Km additional lines with 107 stations are under construction in Phase-III. As of today, DMRC network comprises of six operational lines with a ridership of around 2.5 million commuters per day.
- 2.2. The patrons are using Contactless Smart Card (CSC) and Contactless Smart Tokens (CST), as a travel media in DMRC authorised network. As on date about 32% of the Delhi Metro patrons are using Delhi Metro Smart Token (Contact Less Smart Tokens or "CST") for travel purpose. Contactless technology-based Smart Tokens having diameter of 30mm are purchased by commuters by paying travel charges. The lifetime of the Smart Token is till the physical damage of the Smart Token or till the chip inside the Smart Token becomes unreadable.
- 2.3. The Delhi Metro Smart Token is round in shape with diameter of 30±0.2mm, thickness of 3±0.2mm and weight of 2.7±0.2gm. The Smart Token provides printable space for advertisement at the centre with diameter of 25mm which can be viewed from both sides of token. This printable space shall be licensed to selected bidder for advertisement of its creative/artwork in pursuant to bidding process as per terms and conditions of this RFP Document.
- 2.4. As on date about eight lakh commuters per day are using Smart Tokens for travel. On an average a Smart Token is circulated in three different hands with in a day thus providing repetitive visibility to different persons in different sections of Network. Moreover, the Token are mostly used by new travellers to Delhi. Hence, advertisement on token provides a attractive destination to the advertisers for wide publicity of its brand/products.
- 2.5. DMRC invites bid from interested parties, who 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)/Consortium, etc. for selection of Licensee for Advertisement on Delhi Metro Smart Token. DMRC shall receive 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 stations and familiarise themselves with the proposed advertisement arrangements and all activities necessary in this regard.
- 2.6. Salient features of Bidding Process:
 - a. DMRC has adopted single stage single packet Bidding Process for selection of a suitable highest Bidder for granting License.
 - b. For participation in e-tendering process, the Bidder(s) has to be registered on DMRC's e-tendering portal www.tenderwizard.com/DMRC. On registration they will be provided with a User ID and a password enabling them to submit their Bids online using Digital System Certificate (DSC) and can witness various activities of the process. The authorized signatory of intending Bidder, as per Power of Attorney (POA), must have valid class-III digital signature. The Bid Document can only be downloaded or uploaded using Class-III digital signature of the authorized signatory. If needed prospective bidder can be imparted training on "online tendering process".
 - c. Schedule of Bidding Process-

1.	Cost of Bid Document (Non-Refundable)	Rs. 5,250/- (Rs.5,000/- + 5% DVAT) Cost of Bid Document shall be acceptable in the form of Demand Draft / Banker's Cheque in favour of "Delhi Metro Rail Corporation Ltd." payable at New Delhi.
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2.	Bid Security	Rs 1,10,000/- (Rs One Lakh Ten thousand) Bid Security shall be acceptable in the form of Demand Draft / Banker's Cheque in favour of "Delhi Metro Rail Corporation Ltd." payable at New Delhi
3.	Sale of Bid Document	From 21.07.2015 to 21.08.2015 (upto 1100 hrs) e-tendering website www.tenderwizard.com/DMRC
4.	Last Date of receiving written queries by DMRC	03.08.2015
5.	Pre-Bid Conference	03.08.2015 at 1500 hrs. at Metro Bhawan
6.	DMRC's response to queries by	06.08.2015
7.	Last Date & Time of Submission (e-tender) of Bid online	21.08.2015 up to 1500hrs
8.	Date & Time of Opening of online Bid	21.08.2015 @ 1505 hrs
9.	Validity of Bid	Up to 180 days from the last date of submission of Bid.
10.	Authority and place for submission of Bid Document Cost and Bid Security	Office of- Dy. General Manager/ Property Business, 4 th Floor, B Wing, Metro Bhawan, Fire Bridge Lane, Barakhamba Road, New Delhi-110001.

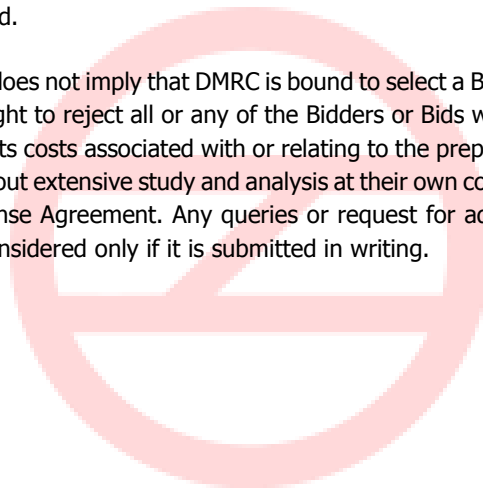
- d. The Cost of Bid Document and Bid Security shall be accepted in the form of Demand Draft/ Pay Order/ Banker's Cheque in favour of "Delhi Metro Rail Corporation Ltd." payable at New Delhi. The Cost of Bid Document and the Bid Security must be submitted, in original, on or before 1500Hrs of last date of sale of Bid Document to Dy. General Manager/ Property Business, 4th Floor, B-Wing, Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi-110001. Bidders who fail to submit the Cost of Bid Document and the Bid Security in physical form on or before the prescribed date and time shall be declared as ineligible and the Bid submitted by them shall be summarily rejected. The Bid shall be valid for a period not less than 180 days from last date of submission of the Bid.
- e. Bidders are expected to carry out extensive survey of DMRC authorised network and analysis at their own cost, before submitting their respective Bids for award of the License Agreement. DMRC shall provide necessary permission and assistance for the prospective Bidders in this regard.
- f. The Bid submissions must be made online after uploading the mandatory scanned documents towards Cost of Bid Document, Bid Security and other documents as stated in Bid Document.
- g. Bidders shall note that the maximum file size that can be uploaded is 5MB. All the uploaded files in Bid submission should be named properly and arranged systematically. No special character/space should be there in the uploaded file name.
- h. Bids received after Last Date & Time of Submission (e-tender) of Bid online shall not be accepted under any circumstances.
- i. In case of a Bid by a JV/Consortium of firms, members shall ensure:
- i. The Lead Member of the JV/Consortium shall maintain a minimum percentage share of 51% of the aggregate shareholding of the JV/Consortium during full tenure of License Agreement.
 - ii. Any change in percentage stake of JV/Consortium members without prior written approval of DMRC shall be treated as Material Breach of Contract and Licensee's Event of Default entitling DMRC to encash Security Deposit/Performance Security and or to terminate the License Agreement after 30 days notice.

- iii. It is clarified that percentage stake of lead member of JV/Consortium members shall always be more than 51% during license period. Lead member may be any member of JV/Consortium, provided its percentage stake in JV/Consortium is more than 51%.
 - iv. Minimum percentage stake of any member in JV/Consortium during license period (including lock-in period) shall not be less than 15%.
 - v. Partners having less than 26% participation shall be considered as non-substantial partner and shall not be considered for evaluation which means that their eligibility shall not be considered for evaluation of JV/Consortium.
 - vi. All members of such entity shall be jointly and severally liable for the performance of License agreement.
- j. The Bidders shall not have a conflict of interest that affects the Bidding Process. Any Bidder found to have conflict of interest shall be disqualified. A Bidder shall be deemed to have a conflict of interest affecting Bidding Process if a constituent of one Bidder is also a constituent of another Bidder.
- 2.7. The Bidders are advised to keep in touch with e-tendering portal www.tenderwizard.com/DMRC for updates.



3.0. Disclaimer

- 3.1. This RFP is an open 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.
- 3.2. 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.
- 3.3. DMRC may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment, assumptions or scope contained in this 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.
- 3.4. The issue of this RFP does not imply that DMRC is bound to select a Bidder or Licensee, as the case may be 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.



4.0. Objective and Scope

- 4.1. Objectives of License Agreement are set herewith:
- a. To augment non-operational revenue stream of DMRC through advertisements.
 - b. Position Delhi Metro as a most sought location for advertising.
 - c. Provide value to the Corporate who advertises in Delhi Metro.
- 4.2. Scope of Advertisement on Delhi Metro Smart Tokens: The Delhi Metro Smart Token is round in shape with diameter of 30 ± 0.2 mm, thickness of 3 ± 0.2 mm and weight of 2.7 ± 0.2 gm. The Smart Token provides printable space for advertisement at the centre with diameter of 25mm which can be viewed from both sides of token. This printable space shall be licensed to selected bidder for advertisement of its creative/artwork in pursuant to bidding process as per terms and conditions of this RFP Document.
- 4.3. DMRC is procuring 55 (fifty five) lakhs Smart Tokens. DMRC will provide these Smart Tokens for advertisement to the selected bidder(s) for advertisement.
- 4.4. Licensee shall be responsible for the following activities:-
- a. Appoint an Authorized representative to interact with nodal DMRC representative to bring clarity in understanding of concept, to coordinate and implement decisions taken.
 - b. Operate, manage and maintain the entire advertisement plans.
 - c. Management of artwork for advertising on Delhi Metro Smart Token including providing adequate professionally trained manpower.
 - d. 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.
 - e. Comply with all statutory requirements in connection with License Agreement.
 - f. Ensure regular and timely payments of all amounts due to DMRC and discharge all obligations as per License Agreement.
 - g. Payment of all statutory taxes, local levies, statutory dues, etc as and when due.

5.0. General Terms and conditions of License

- 5.1. **Tenure of License-** DMRC is procuring 55 (fifty five) lakhs Smart Tokens with tentative supply of 4 lakh tokens per month. DMRC will provide these Smart Tokens for advertisement to the selected bidder. License for Advertisement shall commence from the 46th day of issuance of Letter of Acceptance (LOA) subsequent to payment of dues by selected bidder to DMRC in accordance with LOA. The License Agreement shall naturally terminate with supply of these 55 (fifty five) lakhs Smart Tokens.
- 5.2. Fifty Five Lakh Smart Tokens will be made available to Selected Bidder for advertisement and selected bidder shall be liable for payment of License Fee for all of the provided Smart Tokens provided for advertisement. DMRC will ensure continuous supply of Smart Tokens as per demand of passengers.
- 5.3. **Schedule for execution of various activities:** The schedule of execution of different activities of this license agreement for a quarter shall be as below.
- a) Invoice for payment of license fee, etc. along with notice of schedule showing number of smart Tokens available for printing of art work in a quarter shall be served by DMRC by the 10th day of month preceding to the quarter. If the licensee fails to receive the invoice and intimation of available Smart Tokens due to whatsoever reasons, the onus to collect the copy of the same from DMRC shall lie with the Licensee.
 - b) The licensee shall submit its art work(s) along with printing schedule by the 25th day of month preceding to the quarter. The licensee shall be allowed to make modification in art work(s), modification/ addition/ deletion in number of Smart Tokens to be printed with any art works, or any such details by the last working day of month preceding to the quarter. Thereafter, changes may be allowed at the sole discretion of DMRC and subject to feasibility with an additional fee equal to applicable license fee for number of tokens in which changes shall be feasible.
 - c) The printed Smart Tokens shall be issued to the sale counters as per demand.
 - d) If the licensee fails to provide art work for all available inventories, DMRC can utilize the balance inventory to advertise its own art work. Licensee shall not claim any compensation/ discount in this regard.
- 5.4. **Bid Variable:** The bidder shall quote the rate of License Fee per Smart Token "X" for printing of advertisement art work on Delhi Metro Smart Token in the bid form in both words as well as figures as given in Annexure-8. If there is a discrepancy between words and figures, the amount in words shall be valid.
- 5.5. **License Fee and Payment Terms:**
- a) License fee shall be payable for actual number of Smart Tokens made available to the licensee by DMRC in a quarter even if the licensee fails to utilize such number of Smart Tokens. The likely supply schedule of Smart Tokens shall be at the rate of Four (4) Lakhs per month. The bidder shall be liable to make payment to DMRC for the quantity of Smart Tokens actually supplied and offered to the Licensee. The License Fee and other dues shall be payable on quarterly basis in advance. The actual supply of Smart Tokens may vary from time to time. No claim in this regard shall be entertained.
 - b) License fee and other dues shall be payable on quarterly basis in advance by last working day of the running quarter. In absence of required payments, the artwork shall not be processed for advertisement.
 - c) The conciliation of license fee and other dues shall be carried out annually. Based on conciliation, the adjustment of license fee payable to DMRC shall be carried out along with payment of next quarter's License Fees.
- 5.6. **Part or Non Payment of License Fee:**
- a) License fee and other dues shall be payable on quarterly basis in advance by last working day of the running quarter. Art work for only those numbers of tokens shall be forwarded for printing for which license fee is received by the last working day of month preceding to the quarter. In such cases licensee will submit revised printing details of Smart Tokens to be printed otherwise the decision of DMRC shall be final and binding to the licensee.

- b) If the licensee fails to pay the outstanding amount by the due date, a cure notice shall be served to the licensee to pay the outstanding amount of license fee within next 30 days from the due date without any consideration of interest.
- c) If the licensee fails to pay the outstanding amount within 30 days cure period a termination notice shall be served to the licensee to pay the outstanding amount of license fee within next 30 days from the expiry of due date of cure notice with a flat interest of 2% on outstanding dues. No representation of the licensee shall be entertained in this period till the licensee pays the outstanding amount.
- d) If the licensee fails to pay the outstanding amount within 30 days period of termination notice, DMRC may terminate the license agreement without any further notice. In case of termination of license agreement, the interest free security deposit/ performance security shall be forfeited after adjusting outstanding dues. If the outstanding dues are more than the interest free security deposit/ performance security, the balance amount shall be recoverable from the licensee.

5.7. Interest Free Security Deposit / Performance Security: The Licensee shall deposit Interest Free Security Deposit/ Performance Security to DMRC in advance equivalent to License Fee of Twelve (12) Lakh Smart Tokens. The Interest Free Security Deposit/ Performance Security shall be accepted in the following form-

- a) Bank Draft in favour of DMRC, payable at New Delhi from a Scheduled Commercial Bank based in India, or
- b) Fixed Deposit Receipt of a Scheduled Commercial Bank / Post Office based in India duly pledged in favour of DMRC, or
- c) Irrevocable Bank Guarantee in the prescribed format (Annexure-A of Draft License Agreement) issued by the State Bank of India or any other Nationalized Bank or any other Scheduled Commercial Bank, acceptable to DMRC, with branch located in Delhi. Bank Guarantee shall be valid for at least two years. The Bank Guarantee shall be reimbursed and renewed before expiry of previous Bank Guarantee, failing which the previous Bank Guarantee shall be encashed by DMRC without any prior intimation. For last year of license period, the Licensee shall submit the Bank Guarantee valid for remaining 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 encashed by DMRC.
- d) In case of a JV/Consortium, the Interest Free Security Deposit/ performance security is to be submitted in the name of its JV/ Consortium. However, splitting of the Interest Free Security Deposit/ performance security (while ensuring the Interest Free Security Deposit/ performance security is in the name of JV/ Consortium) and its submission by different members of the JV/ Consortium for an amount proportionate to percentage stake or otherwise is also acceptable.

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

5.9. Service Tax and surcharge thereupon, as applicable from time to time, shall be borne by Licensee.

5.10. All other statutory taxes, statutory dues, local levies, as applicable (except those mentioned above) shall be charged extra and shall 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.

5.11. Payment of stamp duty on agreement, if any, to be executed in pursuance of this license Bid shall be borne by Licensee.

6.0. Submission of Bids

- 6.1. No Bidder shall submit more than one Bid for this RFP document. Notwithstanding to anything contrary contained in this RFP, the detailed terms specified in the draft License Agreement (Annexure-9) shall have overriding effect; provided, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the License Agreement.
- 6.2. For participation in e-tendering process, the Bidder(s) has to be registered on DMRC's e-tendering portal www.tenderwizard.com/DMRC. On registration they will be provided with a User ID and a password enabling them to submit their Bids online using Digital System Certificate (DSC) and can witness various activities of the process. The authorized signatory of intending Bidder, as per Power of Attorney (POA), must have valid class-III digital signature. The Bid Document can only be downloaded or uploaded using Class-III digital signature of the authorized signatory. If needed, prospective bidder can be imparted training on "online tendering process".
- 6.3. The Bid should be furnished in the format at Annexure 2-8, clearly providing the details. 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 valid. The bid documents shall be signed by the Bidder's Authorised Signatory.
- 6.4. Cost of Bid Document/RFP- Bidders are required to deposit non-refundable Cost of Bid Document (as specified in Notice Inviting Bid/Tender) for its Bid. The Cost of Bid Document shall be acceptable in the form of Demand Draft/Pay Order in favour of "DMRC Ltd" payable at "Delhi". The Cost of Bid Document shall be submitted in person by the specified date and time to Dy. General Manager/ Property Business, 4th Floor, B-Wing, Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi-110001. The Bids of the Bidder who fails to submit the Cost of Bid Document in physical form on or before the prescribed date and time shall be summarily rejected.
- 6.5. Bid Security:-
 - a. Bidders are required to deposit refundable Bid Security (as specified in Notice Inviting Bid/Tender) for its Bid. The Bid Security shall be acceptable in the form of Demand Draft/ Pay Order/ Banker's Cheque in favour of "Delhi Metro Rail Corporation Ltd." payable at New Delhi..
 - b. The Bid Security shall be submitted in person by the specified date and time to Dy. General Manager/ Property Business, 4th Floor, B-Wing, Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi-110001. Bidders who fails to submit the Bid Security in physical form on or before the prescribed date and time shall be declared as ineligible and the Bid submitted by them shall be summarily rejected. The Bid shall be valid for a period not less than 180 days from bid due date.
 - c. The Bid Security of unsuccessful bidders shall be refunded after award of License, without considering any interest thereof. The Bid Security of the Selected Bidder shall be adjusted against the Interest Free Security Deposit/Performance Security.
 - d. If the selected Bidder withdraws/ alter his Bid at any stage, his Bid security shall be forfeited by DMRC.
- 6.6. DMRC has adopted single stage single packet Bidding Process for selection of a suitable highest Bidder for granting of License. The bid shall be submitted online 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 as prescribed in this document. Both the Technical Bid and Financial Bid shall be submitted by the Bidder on the same due date as mentioned in the Bid Document. The offer of Bidder, who does not fulfil the Eligibility criteria, shall be summarily rejected. 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.
- 6.7. Technical Bid: The Bidder shall upload scanned copies of, subject to minimum of, following documents in Technical Bid -
 - a. Bid Document Cost deposit slip.
 - b. Bid Security submission slip.

- c. Annexure-2 (on official letterhead of the Bidder)
 - d. Details of Bidder as per format at Annexure-3
 - e. 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.
 - f. Attested copies of Memorandum and Articles of Association in case of companies or corporate bodies and copy of partnership deed in case of the Partnership Firm(s).
 - g. In case of JV/Consortium, Annexure-5, 6 and 7.
 - h. Self attested copies of the PAN Card and Service Tax Registration Certificate (of lead member in case of JV/Consortium). In case any or all of the provisions mentioned above are not applicable, the Bidder should give a declaration to that effect. Non submission will not be considered as exemption.
 - i. Copies (duly audited and certified by a chartered Accountant) of Profit and Loss Account/Balance Sheet of the sole proprietor concern or a partnership firm, Annual Report in case of a company as per the companies Act.
 - j. Copy of the complete Request for Proposal (RFP)/ Bid Document including Draft License Agreement (Annexure-9) and Addenda/ Corrigenda (if any) duly signed and stamped on each page by authorized representative of the Bidder as acceptance of terms and conditions given thereof.
- 6.8. Financial Bid: - The bidder shall quote the Bid Variable as rate of License Fee per Smart Token "X" in the Financial Bid form in both words as well as figures as given in Annexure-8. If there is a discrepancy between words and figures, the amount in words shall be valid.
- 6.9. The documents including this Bid Document and all attached documents, provided by DMRC shall remain properties of DMRC and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid. The Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this clause shall also apply mutatis mutandis to Bids and all other documents submitted by the Bidders, and DMRC shall not return to the Bidders any Bid, document or any information provided along therewith.
- 6.10. Cost of Bidding: The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. DMRC shall not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.
- 6.11. Site visit and verification of information: Bidders are encouraged to submit their respective Bids after visiting DMRC premises and ascertaining themselves with the site conditions, traffic, location, surroundings, climate, access to station / site, handling and storage of materials, weather data, applicable laws and regulations and any other matter considered relevant by them.
- 6.12. Pre-Bid Conference: - The date and time for Pre-Bid conference of the Bidders has been notified in Notice Inviting Bid/Tender. During course of Pre-Bid conference, the participants may seek clarifications and put suggestions for considerations. DMRC shall endeavour to provide clarifications and such further information as it may consider appropriate and valuable suggestions shall be deliberated upon by DMRC. DMRC's point of view/response to queries shall be uploaded on website. Please note that individual communication shall not be issued to any participant.
- 6.13. It shall be deemed that by submitting a Bid, the Bidder has:
- a. made a complete and careful examination of the bidding documents;
 - b. received all relevant information from DMRC;

- c. accepted the risk of inadequacy, error or mistake in the information provided in the bidding documents or furnished by or on behalf of DMRC relating to any of the matters referred to in RFP document;
 - d. satisfied itself about all matters, things and information herein above necessary and required for submitting an informed Bid, execution of the License Agreement in accordance with the bidding documents and performance of all of its obligations thereunder;
 - e. acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the bidding documents or ignorance of any of the matters hereinabove shall not be a basis for any claim for compensation, damages, claim for performance of its obligations, loss/ profits, etc. from DMRC, or a ground for termination of the License Agreement by the Licensee;
 - f. acknowledged that it does not have a Conflict of Interest; and
 - g. agreed to be bound by the undertakings provided by it under and in terms hereof.
- 6.14. DMRC shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Bidding Process, including any error or mistake therein or in any information or data given by DMRC.
- 6.15. 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 shall it affect any rights of DMRC thereunder.
- 6.16. Amendment of Bid Document/RFP-
- a. At any time prior to the Bid Due Date, DMRC may, for any reason, modify the Bid Document by the issuance of Addenda / Corrigenda.
 - b. Any Addendum / Corrigendum issued hereunder shall be uploaded on www.tenderwizard.com/DMRC.
 - c. In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, DMRC may, in its sole discretion, extend the Bid Due Date.
 - d. The Bidders are requested to get in touch with www.tenderwizard.com/DMRC for all updates on the Bid Document such as addendums, replies to queries, postponement of Bid schedules etc. No claims or compensation shall be entertained on account of the Bidder having not read/noticed the updates, etc
- 6.17. Preparation of Bids
- a. Format and Signing of Bid: The Bidder shall provide all the information sought under this RFP/Bid Document as per the format.
 - b. The Bid and its copy shall be typed or written in indelible ink and signed by the authorised signatory of the Bidder who shall also initial each page, in blue ink. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialled by the person(s) signing the Bid.
- 6.18. Submission of Bids
- a. The Bids shall only be received electronically through the website www.tenderwizard.com/DMRC. No Bid will be accepted in physical form and in case it has been submitted in physical form it shall be rejected summarily. Bid documents submitted by fax, telex, telegram or e-mail shall not be entertained and shall be summarily rejected. The Bidders are advised to keep in touch with e-tendering portal www.tenderwizard.com/DMRC for updates.
 - b. The Bidder shall have to submit their Bids (Technical Bid & Financial Bid) online only in electronic format with digital signatures and after uploading the mandatory scanned documents towards cost of Bid Document and Bid Security; and other documents as required in the Bid Document. The Bid Document Cost

& Bid Security must be submitted with DMRC in form of Demand Draft or Pay Order as per stipulated date & time (as per Notice Inviting Tender/Bid).

- c. Bidders shall note that the maximum file size that can be uploaded is 5MB. All the uploaded files in Bid submission should be named properly and arranged systematically. No special character/space should be there in the uploaded file name.
- d. Bids received after Last Date & Time of Submission (e-tender) of online Bid shall not be accepted under any circumstances.
- a. The Bidder has to produce the original documents as and when required by DMRC. The failure of the Bidder or Licensee to furnish the said original documents will entail summarily rejection of its Bid.
- b. Before submission of online Bids, Bidders must ensure that scanned copies of all the necessary documents have been uploaded with the Bid.
- c. The Bidders should carefully note the following instructions:
 - i. The Bidders should ensure that the complete RFP Document has been downloaded.
 - ii. The printout of Bid/RFP Documents should be taken on good quality 'A4' size paper. The printout should be same as available on website. The print should be legible and indelible.
 - iii. In case of any correction/addition/alteration/omission in the Bid/RFP Document, as made available by DMRC, observed at any stage, the bid shall be treated as non-responsive and shall be rejected out-rightly.

6.19. Bid Submission Date: The Bids shall be received electronically only through the website www.tenderwizard.com/DMRC. No Bids will be accepted in physical form and in case it has been submitted in physical form it shall be rejected summarily. Bids should be submitted before due date provided in the manner and form as detailed in this Bid/RFP document. DMRC will not be responsible for any delay in online submission of the Bids due to any reason whatsoever. Any bid application received after due date and time as prescribed in Bid/RFP document shall be summarily rejected.

6.20. 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. 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.

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

7.0. Selection of Bidder

- 7.1. Opening of Bid: DMRC shall open the Technical Bids and Financial Bid on stipulated date and time at e-tendering web portal www.tenderwizard.com/DMRC. DMRC shall subsequently examine and evaluate the Bids in accordance with the terms and conditions set forth in this Bid/RFP document.
- 7.2. Evaluation of Bids: The bidder who quotes the highest rate (H1) of the license fee shall be considered for further evaluation of Bid by DMRC. The License can be awarded to more than one bidder in the ratio 70:30, if H2 Bidder matches the rate of H1. However quantity discount, if offered, for more than 70% of the Tendered quantity, will not be considered for evaluation. Hence, all bidders to quote for 100% quantity only.
- 7.3. To facilitate evaluation of Bids, DMRC may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid.
- 7.4. Letter of Acceptance (the "LOA") shall be issued, in duplicate, by DMRC to the Successful Bidder(s) with following terms and conditions-
 - a. The Selected Bidder(s) shall, within 15 (fifteen) days of the issuance of the LOA, sign and return the duplicate copy of the LOA in token of acceptance and acknowledgement of LOA. 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.
 - b. The Selected Bidder(s) shall submit the Interest Free Security Deposit/ Performance Security equal to license fee for 12 (Twelve) lakh Smart Tokens within 30 (thirty) days from the date of issue of Letter of Acceptance (LOA), without consideration of any interest and up to 45 days with 2% flat interest on interest on balance amount remains unpaid after 30 days. First quarterly license fee shall be payable within 15 days of issuance of demand letter from DMRC.
 - c. If the Selected Bidder(s) fails to deposit the required dues as mentioned in LOA within 45 days of issue of LOA, the Letter of Acceptance shall liable to be cancelled and amount of bid security shall be forfeited by DMRC on cancellation of LOA. The bidder voluntarily and unequivocally agrees not to seek any claim, compensation, damages or any other consideration, whatsoever on this account.
- 7.5. Execution of License Agreement: After depositing the dues in accordance with LOA, the Selected Bidder shall execute the License Agreement, as provided under Annexure-9, within 60 days from the date of issuance of the LOA. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the License Agreement.

8.0. Miscellaneous

- 8.1. 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.
- 8.2. 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.
- 8.3. 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.
- 8.4. 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 shall prevail over RFP Document.

Sample of Delhi Metro Smart Token
Side 1



Side-2



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

No:

Dated:

**To,
General Manager/Property Business,
2nd Floor, A Wing, Metro Bhawan,
Fire Bridge Lane, Barakhamba Road,
New Delhi-110001.**

Sub: **Bid for Advertisement Rights on Delhi Metro Smart Tokens.**

Dear Sir,

With reference to your RFP document No....., I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for the aforesaid Advertisement on Delhi Metro Smart Tokens. The Bid is unconditional and unqualified.

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

Signature of Bidder

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 (as per annexure-9 of RFP) 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 network. 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.
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 www.tenderwizard.com/DMRC, 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 :

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

Signed.....

(Name of the Authorised Signatory)

For and on behalf of

(Name of the Bidder)

Designation

Place:

Date:

Annexure-4

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 Bid, including signing and submission of all documents and providing information / responses to DMRC, representing us in all matters before DMRC, and generally dealing with DMRC in all matters in connection with our Bid.

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.*

Consortium Agreement/Memorandum of Agreement

This Consortium Agreement/Memorandum of Agreement is executed at New Delhi on this ____ day of _____, 2015

BETWEEN

Mr. _____ R/o _____ OR M/s _____, a Company incorporated under the Companies Act, 1956 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

Mr. _____ R/o _____ OR M/s _____, a Company incorporated under the Companies Act, 1956 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

Mr. _____ R/o _____ OR M/s _____, a Company incorporated under the Companies Act, 1956 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 Bids for the "....." in terms of the Bid documents issued for the said purpose and the eligibility conditions required that the Bidders bidding for the same should meet the conditions stipulated by DMRC for participating in the bid by the Consortium for which the Bid has been floated by DMRC.

AND WHEREAS in terms of the bid documents both the parties jointly satisfy the eligibility criteria laid down for a Bidder for participating in the bid process by forming a Consortium between themselves.

AND WHEREAS both the parties hereto have discussed and agreed to form a Consortium for participating in the aforesaid bid and have decided to reduce 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 having decided to pool their technical know-how, working experiences and financial resources, have formed themselves into a Consortium to participate in the Bid process for "....." in terms of the Bid invited by Delhi Metro Rail Corporation Ltd., (DMRC).
2. That the members of the Consortium have represented and assured each other that they shall abide by and be bound by the terms and conditions stipulated by DMRC for awarding the Bid to the Consortium so that the Consortium may take up the aforesaid ".....(name of work)" in case the Consortium turns out to be the selected Bidder in the bid being invited by DMRC for the said purpose.

3. That both the members of the Consortium have satisfied themselves that by pooling their technical know-how and technical and financial resources, the Consortium fulfills the pre-qualification/eligibility criteria stipulated for a Bidder, to participate in the bid for the said Bid process for "....."

4. That the Consortium have agreed to nominate any one of _____, _____ and _____ as the common representative who shall be authorized to represent the Consortium for all intents and purposes for dealing with the Government and for submitting the bid as well as doing all other acts and things necessary for submission of bid documents such as Bid Application Form etc., Mandatory Information, Financial Bid. Etc., and such other documents as may be necessary for this purpose.

5. That the share holding of the members of the Consortium for this specified purpose shall be as follows:

(i) The Lead Member shall have _____per cent (____%) of share holding with reference to the Consortium for this specified license agreement.

(ii) The Participant Member shall have _____ (____%) of share holding with reference to the Consortium for this specified license agreement.

(iii) The Participant Member shall have _____ (____%) of share holding with reference to the Consortium for this specified license agreement.

6. That in order to fulfil the requirement of the allotment process and also keep an altogether separate legal entity of the Consortium, the Members of the Consortium undertake to provide their own nominees as share holders to the extent of their respective share holding for the purpose of formation of a Special Purpose Vehicle (SPV) through which the Consortium proposes to undertake the work.

7. That in case to meet the requirements of bid documents 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.

8. 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.

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

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

1. (_____)	2.(_____)	3. (_____)
Authorized Signatory	Authorized Signatory	Authorized Signatory
(_____)	(_____)	(_____)
For (Name of company)	For (Name of company)	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

(To be given separately by each consortium member of the Bidder on Stamp Paper of Rs. 10)

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

- 1.0. I say that I am the authorised signatory of(insert name of company/consortium member) (hereinafter referred to as "Bidder/Consortium Member") and I am duly authorised by the Board of Directors of the Bidder/Consortium Member to swear and depose this Affidavit on behalf of the bidder/consortium member.
- 2.0. I say that I have submitted information with respect to our eligibility for Delhi Metro Rail Corporation's (hereinafter referred to as "DMRC") Request For Proposal ('RFP') for licensing of 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.
- 3.0. I say that, we hereby also authorise and request any bank, authority, person or firm to furnish any information, which may be requested by DMRC to verify our credentials/information provided by us under this Bid and as may be deemed necessary by DMRC.
- 4.0. 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.
- 5.0. I say that, we fully acknowledge and understand that furnishing of any false or misleading information by us in our RFP shall entitle us to be disqualified from the tendering process for the said project. The costs and risks for such disqualification shall be entirely borne by us.
- 6.0. I state that all the terms and conditions of the Request for Proposal (RFP) 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 thisday of.....,2015.

DEPONENT

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

Undertaking for Responsibility

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

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

(Authorised/ CEO of all _____ consortium members to sign on undertaking with witness signatures)

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

Witness 1.

2.

Financial Bid

1. **Name of the Tender** : **RFP for Advertising Rights on Delhi Metro Smart Token.**
2. I / We hereby offer the following rate of License Fee in Rupees per Smart Token "X" for advertisement on Delhi Metro Smart Token payable to DMRC as specified in the RFP Document.

Item	Rate of License Fee in Rupees per Smart Token "X"	
	In figure	In words
Advertisement on Delhi Metro Smart Token		

Note- The likely supply schedule of Smart Tokens shall be at the rate of four (4) Lakhs per month. The bidder shall be liable to make payment to DMRC at the quantity of Smart Tokens actually supplied and offered to the Licensee. The License Fee and other dues shall be payable on quarterly basis in advance.

The actual supply of Smart Tokens may vary from time to time. No claim in this regard shall be entertained.

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.

Draft License Agreement

Agreement No _____ of Year _____

THIS AGREEMENT entered into at Delhi on this _____ day of _____ 2014 between Delhi Metro Rail Corporation Ltd. a company incorporated under the provisions of the Companies Act-1956 having its registered office at Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi-110001, India, hereinafter referred to as the "**DMRC**" (which expression shall unless repugnant to the context mean and include it's successors and assigns) of the **First Party**.

AND

M/s _____, a company incorporated under the provisions of the Companies Act-1956 and having its registered office at _____ and represented by _____, hereinafter called "**Licensee**" (which expression shall unless repugnant to the context or meaning thereof include the successors and assigns) of the **Second Party**.

WHEREAS

- a) DMRC, with a view to augment its revenues through non-operating revenue, had invited Request for Proposal (RFP) from the interested parties for granting advertisement rights on Delhi Metro Smart Token through open bidding process. Based on fulfilment of eligibility criteria as laid down in RFP document, successful bidder has been selected as licensee for assigning **Advertisement** on Delhi Metro Smart Token.
- b) The patrons in DMRC authorised network are using Contactless Smart Tokens (CSC) and Contactless Smart Tokens (CST), as a travel media, for the purpose of travel in DMRC authorised network. Contactless technology-based Smart Tokens having diameter of 30mm are purchased by commuters by paying the travel charges. The lifetime of the Smart Token is till the physical damage of the Smart Token or till the chip inside the Smart Token becomes unreadable.
- c) The Delhi Metro Smart Token is round in shape with diameter of $30\pm 0.2\text{mm}$, thickness of $3\pm 0.2\text{mm}$ and weight of $2.7\pm 0.2\text{gm}$. The Smart Token provides printable space for advertisement at the centre with diameter of 25mm which can be viewed from both sides of token. This printable space shall be licensed to selected bidder for advertisement of its creative/artwork.
- d) The selected bidder shall perform the obligations and exercise the rights under the Letter of Acceptance (LOA), including the obligations to enter into the License Agreement, pursuant to the LOA for undertaking the License.
- e) Art work for advertisement on Delhi Metro Smart Token shall be provided by the licensee at its own cost for approval by DMRC. The printing of, approved art work for, advertisement on Delhi Metro Smart Token shall be provided by DMRC.
- f) DMRC has agreed to provide the license for advertising on Delhi Metro Smart Token on "**as is where is basis**", herein after referred to as "advertisement spaces", as mentioned below on the terms and conditions hereunder contained.
- g) Therein after referred to as Advertisement Spaces, on payment of License Fee to DMRC on the terms and conditions hereunder contained in this License Agreement.
- h) The Licensee shall design, procure, manufacture, market and sell advertising spaces / opportunities for advertisement on Delhi Metro Smart Token as specified in this Agreement at its own cost.

NOW THEREFORE THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

- 2.0. The following documents shall be deemed to form part and be read and construed as part of this agreement, namely:

- 2.1. Letter of Acceptance no _____ dated _____.
- 2.2. Request for Proposal (RFP), its Addendums & Corrigendum
- 2.3. Any other document issued by / of DMRC forming part of the Bidding Process

3.0. The Licensee hereby covenants as follows: -

- 3.1. Licensee hereby assumes responsibility for Advertisement on Delhi Metro Smart Token. Licensee shall be responsible for providing artwork for printing of Advertisement on Delhi Metro Smart Token to DMRC as specified in this Agreement at its own cost. All the Artwork proposed by the Licensee shall be subject to approval by DMRC.
- 3.2. Licensee irrevocably agrees to make all payments including License Fee as per this Agreement as and when due, without delay or demur and without waiting for any formal advice from DMRC in this regard.
- 3.3. The Licensee confirms having examined the advertisement potential on Delhi Metro Smart Token. The Licensee also confirms full satisfaction as to the business viability of licensing the advertisement spaces on Delhi Metro Smart Token and hereby voluntarily and unequivocally agrees not to seek any claim, damages, compensation or any other consideration, whatsoever on this account. Licensee also confirms having made independent assessment of present and future market potential and no future claim what so ever regarding change in market circumstances shall be used by it as an alibi or excuse for non-payment of License Fee and other amounts due to DMRC under this License Agreement.
- 3.4. That DMRC and LICENSEE represent and warrant that they are empowered, authorized and able to enter into this agreement.

4.0. **Definitions**

- 4.1. **"Advertising Spaces"** means the space available for printing of advertisement on Delhi Metro Smart Token where artwork shall be provided by Licensee and printing of the same shall be done by DMRC in pursuance with this Agreement.
- 4.2. **"Advertisement(s)"** or **"Advertising"** means printing of any pictures which are not objectionable or prohibited under various statutes, codes, policies, etc as applicable from time to time.
- 4.3. **"Agreement"** means this License Agreement executed between DMRC and Selected Bidder.
- 4.4. **"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 and applicable to this License Agreement. 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.
- 4.5. **"Art-work"** means the two-dimensional printable matters provided for printing on Delhi Metro Smart Token for the purpose of advertisement.
- 4.6. **"Commencement Date"** as defined in this License Agreement.
- 4.7. **"Delhi Metro Smart Token"** or **"Contactless Smart Token (CST)"** or **"Smart Token"** means a type of travel media used by commuters to travel in DMRC authorised network as specified from time to time.
- 4.8. **"License"** means the Advertising Rights granted by DMRC to the Selected Bidder for advertisements on Delhi Metro Smart Token, under terms and conditions of this Agreement.
- 4.9. **"Licensee"** means the Selected Bidder, who has executed the License Agreement with DMRC pursuant to the conclusion of the bidding process.
- 4.10. **"License Fee"** means the amount payable by the Licensee to DMRC for advertisement space as per terms and conditions of the License Agreement.

- 4.11. **"DMRC"** means Delhi Metro Rail Corporation Limited.
- 4.12. **"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.
- 4.13. **"License Period"** as defined in this License Agreement.
- 4.14. **"Selected Bidder"** means the Bidder who has been selected by DMRC, pursuant to the bidding process for award of License.

5.0. **Objective and Scope of Advertisement on one side Delhi Metro Smart Token**

5.1. **Objectives of License Agreement:**

- a. To augment non-operational revenue stream of DMRC through advertisements.
- b. Position Delhi Metro as a most sought after location for advertising.
- c. Provide value to the Corporate who advertises in Delhi Metro.

5.2. **Scope of Advertisement on Delhi Metro Smart Tokens:** The Delhi Metro Smart Token is round in shape with diameter of $30\pm 0.2\text{mm}$, thickness of $3\pm 0.2\text{mm}$ and weight of $2.7\pm 0.2\text{gm}$. The Smart Token provides printable space for advertisement at the centre with diameter of 25mm which can be viewed from both sides of token. This printable space shall be licensed to licensee for advertisement of its creative/artwork.

DMRC is procuring 55 (fifty five) lakhs Smart Tokens with tentative supply of four (4) Lakh tokens per month. DMRC will provide these Smart Tokens for advertisement to the selected bidder for advertisement. DMRC is ensuring continuous supply of Smart Tokens as per demand of passengers.

5.3. Licensee shall be responsible for the following activities:-

- a. Appoint an Authorized representative to interact with nodal DMRC representative to bring clarity in understanding of concept, to coordinate and implement decisions taken.
- b. Operate, manage and maintain the entire advertisement plans.
- c. Management of artwork for advertising on Delhi Metro Smart Token including providing adequate professionally trained manpower.
- d. 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.
- e. Comply with all statutory requirements in connection with License Agreement.
- f. Ensure regular and timely payments of all amounts due to DMRC and discharge all obligations as per License Agreement.
- g. Payment of all statutory taxes, local levies, statutory dues, etc as and when due.

6.0. **Disclaimer**

- 6.1. The Licensee acknowledges that prior to execution of this Agreement, it has extensively studied and analysed and satisfied itself about all the requirement of this License Agreement including but not limited to market and market conditions.
- 6.2. The Licensee acknowledges that prior to execution of this Agreement, it has carefully assessed business prospects from advertisements on Delhi Metro Smart Token and that it will be fully responsible for all its assessment in this regard.

- 6.3. The Licensee confirms having seen / visited / assessed the potential of advertisement on Delhi Metro Smart Token and fully understands and comprehends the technical, financial, commercial and investment requirements.
- 6.4. The Licensee also confirms that it has fully analyzed to its fullest satisfaction, business viability of the License and hereby voluntarily and unequivocally agrees not to seek any claim, damages, compensation or any other consideration, whatsoever on this account.

7.0. **Tenure of License-**

- 7.1. DMRC is procuring 55 (fifty five) lakhs Smart Tokens with tentative supply of four (4) lakhs tokens per month. DMRC will provide these Smart Tokens for advertisement to the selected bidder for advertisement.
- 7.2. **Commencement Date** shall be the 46th day of issue of Letter of Acceptance (LOA) subsequent to payment of dues by selected bidder to DMRC in accordance with LOA.
- 7.3. The License Agreement shall naturally terminates with supply of these 55 (fifty five) lakhs Smart Tokens.

8.0. **Regulations for Advertisement on Delhi Metro Smart Token-**

- 8.1. Invoice for payment of license fee, etc. along with notice of schedule showing number of Smart Tokens available for printing of art work in a quarter shall be served by DMRC by the 10th day of month preceding to the quarter. If the licensee fails to receive the invoice and intimation of available Smart Tokens due to whatsoever reasons, the onus to collect the copy of the same from DMRC shall lie with the Licensee.
- 8.2. The licensee shall submit its art work(s) along with printing schedule by the 25th day of month preceding to the quarter. The licensee shall be allowed to make modification in art work(s), modification/ addition/ deletion in number of Smart Tokens to be printed with any art works, or any such details by the last working day of month preceding to the quarter. Thereafter, changes may be allowed at the sole discretion of DMRC and subject to feasibility with an additional fee equal to applicable license fee for number of tokens in which changes shall be feasible..
- 8.3. DMRC seeks Art-work in the format. Quality of print will not be the responsibility of DMRC, and no claim/compensation or any other consideration in this regard will be entertained. Licensee also agrees to comply with the directives of DMRC regarding designs as may be specified by DMRC.
- 8.4. The Licensee shall submit its Artwork for Advertisement in Lots. The lot must be in multiple of Fifty **Thousand** Smart Tokens. DMRC shall advertise an artwork on a minimum of **50,000** Smart Tokens.
- 8.5. Licensee shall be allowed for advertisement on scheduled quantity of Smart Tokens only during the specified quarter. Artwork submitted for more than scheduled quantity of Smart Tokens shall be accommodated in next Quarter. If the licensee fails to provide art work for all available inventories, DMRC can utilize the balance inventory to advertise its own art work. Licensee shall not claim any compensation/ discount in this regard.
- 8.6. The Art-work received by the end of preceding month to the quarter will be advertised and circulated in DMRC system as per schedule of supply of token. DMRC endeavours to print the advertisement Art-work as per schedule. The printing of artwork may vary from provided schedule and Licensee shall not claim & compensation on this account.
- 8.7. In absence of Payments as per "Payment Terms", the Artwork shall not be processed for Advertisement.
- 8.8. On operational ground, DMRC reserves its right to withdraw any number of Smart Tokens for printing of advertisement. The Licensee hereby voluntarily and unequivocally agrees not to seek any claim, damages, compensation or any other consideration, whatsoever on this account.
- 8.9. On due submission of Artwork for advertisement, DMRC shall consider the approval of artwork in accordance with this agreement. DMRC shall send the approved artworks for advertisement. The range of Serial Number of the advertised number of Smart Tokens shall be intimated to Licensee.

- 8.10. The advertised Smart Tokens shall be distributed at all demand generated stations of DMRC for sale of Smart Tokens. DMRC reserves the sole right to release the token to demand origination stations and will follow its own schedule in this regard. No cognizance will be given to the request for release of tokens from any particular station. Such requests shall be rejected outright and licensee is advised not to make such requests.
- 8.11. The Licensee shall be provided with Actual quarterly sale details of the concern Smart Tokens upto upcoming two quarters for each lot. DMRC endeavour to sell the advertised Smart Token through its network or authorised vendors. If all of the advertised Smart Tokens are not sold, no claim and compensation of licensee shall be entertained in this regard.

9.0. **License Fee and Payment Terms**

- 9.1. The Licensee shall pay Licensee Fee at the rate of Rs "**Y=Accepted rates in pursuant to Bidding Process**" per Smart Token for printing of advertisement artwork on Delhi Metro Smart Token.
- 9.2. License fee shall be payable for actual number of Smart Tokens made available to the licensee by DMRC in a quarter even if the licensee fails to utilize such number of Smart Tokens. The likely supply schedule of Smart Tokens shall be at the rate of Four Lakhs per month. The licensee shall be liable to make payment to DMRC at the quantity of Smart Tokens actually supplied and offered to the Licensee. The License Fee and other dues shall be payable on quarterly basis in advance. The actual supply of Smart Tokens may vary from time to time. No claim in this regard shall be entertained.
- 9.3. The license fee shall be payable by the last working day of month preceding to the quarter. Art work for only those numbers of Tokens shall be forwarded for printing for which license fee shall be received by the last working day of month preceding to the quarter. In such cases licensee will submit revised printing details of Smart Tokens to be printed otherwise the decision of DMRC shall be final and binding to the licensee
- 9.4. Commencement of License Fee- License Fee shall commence with supply of Smart Token.
- 9.5. The first quarterly Advance License Fee shall be payable within fifteen (15) days from the date of issue of demand letter and before printing of first artwork for advertisement.
- 9.6. Licensee shall pay the Quarterly License Fee and other dues in advance for the scheduled number of Smart Tokens by last working day of the running quarter. In the absence of payments, the artwork shall not be processed for advertisement.
- 9.7. The Licensee agrees voluntarily and unequivocally to make all payments to DMRC as may be due before the due date as per provided schedule, without waiting for any formal advice from DMRC. The conciliation of license fee and other dues shall be carried out yearly. Based on conciliation, the adjustment of license fee payable to DMRC shall be carried out along with payment of next quarter's License Fees.
- 9.8. **Non-payment of License fees and other dues.**
- a. The Licensee agrees voluntarily and unequivocally to make all payments as may be due before the due date, without waiting for any formal advice / invoice from DMRC.
 - b. Licensee shall periodically advise the details of payment deposited with DMRC. In the case of non-submission of such details, initially Third party dues i.e. statutory dues / liabilities shall be settled (mandatory liabilities of DMRC), then others dues / liabilities like electricity, OMC etc, and lastly License fee shall be accounted for.
 - c. If the licensee fails to pay the outstanding amount by the due date, a cure notice shall be served to the licensee to pay the outstanding amount of license fee within next 30 days from the due date without any consideration of interest.
 - d. If the licensee fails to pay the outstanding amount within 30 days cure period a termination notice shall be served to the licensee to pay the outstanding amount of license fee within next 30 days from the expiry of due date of cure notice with a flat interest of 2% on outstanding dues. No

representation of the licensee shall be entertained in this period till the licensee pays the outstanding amount.

- e. If the licensee fails to pay the outstanding amount within 30 days period of termination notice DMRC may terminate the license agreement without any further notice. In case of termination of license agreement, the interest free security deposit/ performance security shall be forfeited after adjusting outstanding dues. If the outstanding dues are more than the interest free security deposit/ performance security, the balance amount shall be recoverable from the licensee without prejudice to take such other action available to DMRC under this agreement and Law of Land.
- f. In no case, payments shall be allowed to remain outstanding for a period of more than 60 days. Non-payment of License Fee and other dues within the prescribed date shall constitute Material Breach of Contract and Licensee Event of Default under this Agreement and shall entitle DMRC to terminate the License Agreement as per provisions stipulated in Agreement.

10.0. Interest Free Security Deposit / Performance Security

10.1. The Licensee shall pay Interest Free Security Deposit / Performance Security to DMRC in advance equivalent to License Fee of Twelve (12) Lakh Smart Tokens within 30 days of LOA

10.2. The interest free Security Deposit/ Performance Security shall be accepted in the following form:

- a. Bank Draft in favour of "DMRC Limited", payable at New Delhi from a Scheduled Commercial Bank based in India, or
- b. Fixed Deposit Receipt of a Scheduled Commercial Bank / Post Office based in India duly pledged in favour of DMRC, or
- c. Irrevocable Bank Guarantee in the prescribed format (Annexure-A) 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. Bank Guarantee shall be valid for at least two years. The Bank Guarantee shall be reimbursed and renewed before expiry of earlier Bank Guarantee, failing which the previous Bank Guarantee shall be encashed by DMRC without any prior intimation. For last year of license period, the Licensee shall submit the Bank Guarantee valid for remaining 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 encashed by DMRC.
- d. In case of a JV/Consortium, the Interest Free Security Deposit/ performance security is to be submitted in the name of its JV/ Consortium. However, splitting of the Interest Free Security Deposit/ performance security (while ensuring the Interest Free Security Deposit/ performance security is in the name of JV/ Consortium) and its submission by different members of the JV/ Consortium for an amount proportionate to percentage stake or otherwise is also acceptable.

10.3. DMRC reserves the right for deduction of DMRC dues from Licensee's Interest Free Security Deposit for: -

- a. Any amount imposed as a fine by DMRC for irregularities 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 of DMRC remained due after completion of actions as per agreement.

10.4. Once the amount, as per above, is debited, the Licensee shall replenish the Security Deposit to the extent the amount is debited within 15 days period, failing which, it shall be treated as Licensee Event of Default.

11.0. Taxes and Other Statutory Dues

- 11.1. Service tax and surcharge thereupon, as applicable time to time, shall be borne by Licensee.
- 11.2. The property tax applicable, if any, on the property of DMRC shall be borne by DMRC.
- 11.3. All other statutory taxes, statutory dues, local levies, as applicable 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.
- 11.4. Payment of stamp duty on agreement, if any, to be executed in pursuance of this tender will be borne by Licensee.

12.0. **Rules & Regulation for Utilization of Advertisement Spaces**

- 12.1. The Licensee shall submit the Art-work of the advertisement to DMRC for approval as per Scope of work.
- 12.2. 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 print of advertisements. If the DMRC does not send any communication to licensee regarding approval within five working days of its receipt in Property Business wing, the proposal for approval of advertisement Art-work for that particular lot shall be considered deemed to be approved by DMRC and DMRC shall print the same on Smart Token in pursuant to this License Agreement.
- 12.3. If the art-work does not conform to the requirement as mentioned above, DMRC may reject the Art-work / proposals, duly specifying the reason(s) thereof. Licensee shall resubmit their Art-Work / proposal after such modification and conforming to the requirement of DMRC for approval. DMRC shall print the approved Art-Work only at the Advertisement Spaces.
- 12.4. If any approval is required to be taken from any local authority for print/display of the advertisement, the same shall be the sole responsibility of the Licensee. DMRC may assist in submission of application on written request from the Licensee.

13.0. **Factors Governing Selection of Permissible Advertisements-** The Licensee shall take into account the following aspects while selecting artwork for advertisements and abide by all the instruction of the authorized DMRC representative on the same:

- 13.1. The advertisement is not prohibited from carrying information or graphic or other items relating to alcohol and tobacco products.
- 13.2. The advertisement will have no objectionable and indecent portrays of people, products or any terms.
- 13.3. The use of DMRC name, logo or title is strictly prohibited. No co-branding with the Licensor shall be allowed,.
- 13.4. No Surrogate advertisements are permitted unless application for placement of the same is accompanied by "no objection certificate" from the Ministry of Information and Broadcasting.
- 13.5. Advertisements pertaining to achievements by different Governments, their Departments, Ministries, Government Undertakings, other Authorities or Political Parties shall be permitted. However, no advertisement of any political party, person violating "Model Code of Conduct" shall be allowed during the period whereby "Model Code of Conduct" has been enforced by Election Commission. Further, no advertisement which violates "Model Code of Conduct" shall be permitted during the period whereby "Model Code of Conduct" have been enforced by Election Commission.

14.0. **Penalty-**

- 14.1. DMRC can impose the fine on Licensee up to Rs.5,000/- per offence on the following offenses:
 - a. Any staff of Licensee found in drunken condition / indulging in bad conduct.

- b. Any staff of the Licensee found creating nuisance in DMRC premises.
- c. Dishonour of drafts and Cheques given by Licensee in favour of DMRC.
- d. Misbehaviour with staff and commuters of DMRC.
- e. Not following safety and security norms as may be indicated by authorized representative of DMRC from time to time.

14.2. The option to impose fine, penalty, etc. under this License Agreement shall be exercised by DMRC official not below the rank of Deputy General Manager.

15.0. Surrender of License Agreement by Licensee:-

15.1. The Licensee shall have option to surrender the license agreement before expiry of Tenure of License Agreement provided -

- a. There is no arrear/dues pending with the Licensee on the date of issue of surrender notice.
- b. DMRC receives a three months advance notice, in writing, from Licensee for its intention to surrender the license agreement.
- c. Licensee continues to pay all dues as per schedule to DMRC till the date of pre-mature closure of License Agreement.
- d. If Licensee satisfies the above said conditions, DMRC shall terminate the Agreement and refund interest free Security Deposit/ Performance Security after adjusting any outstanding amount on the part of Licensee.

15.2. If the Licensee is desirous of terminating the license hereby created before expiry of Tenure of License and without giving advance notice of three months, the agreement shall deemed be 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 in favour of DMRC. Any outstanding dues payable to DMRC shall be adjusted/ recovered from the advance license fee and forfeited interest free Security Deposit/ Performance Security. Balance outstanding dues, if remaining after adjustment of outstanding dues from the advance license fee and interest free Security Deposit / Performance Security, shall be recovered from the licensee without prejudice to take such other action available to DMRC under this agreement and Law of Land.

16.0. Breach of License Agreement/ Licensee's Events of Default- Following shall be considered as Material Breach of the License Agreement by Licensee resulting in Licensee's Events of Default:

- 16.1. If the Licensee is found guilty of persistently breaching "Factors Governing Selection of Permissible Advertisements" as stipulated in this Agreement.
- 16.2. If the Licensee has failed to perform or discharge any of its obligations in accordance with the provisions of License Agreement, unless such event has occurred because of a Force Majeure Event, or due to reasons solely attributable to DMRC without any contributory factor of the Licensee.
- 16.3. If the Licensee fails to pay License Fee, utility charges, penalty or Damage herein specified or any other due to be paid by the Licensee to DMRC by the stipulated date.
- 16.4. If the Licensee during pendency of the License Agreement becomes insolvent or is put under receivership by a competent court.
- 16.5. If the Licensee is in persistent non-compliance of the written instructions of a DMRC officials.
- 16.6. If the Licensee or any of its representatives cause an incident or accident that results in injury or death to DMRC employees/ commuters or loss to DMRC property.

- 16.7. If the Licensee is in violation of any of the other Clauses of License Agreement and after three written notice (unless otherwise specifically mentioned therein) from DMRC fails to cure the Default to the satisfaction of DMRC.
- 16.8. If any representation made or warranties given by the Licensee under this Agreement is found to be false or misleading.
- 16.9. If the Licensee is engaging in or knowingly has allowed any of its employees, agents, or sub-Licensee to engage in any activity prohibited by law or which constitutes a breach of or an offence under any law, in the course of any activity undertaken pursuant to this Agreement.
- 16.10. If a resolution for voluntary winding up has been passed by the shareholders of the Licensee.
- 16.11. If any petition for winding up of the Licensee has been admitted and liquidator or provisional liquidator has been appointed or the Licensee has been ordered to wind up by Court of competent jurisdiction, except for the purpose of amalgamation or reconstruction with the prior consent of DMRC, provided that, as part of such amalgamation or reconstruction and the amalgamated or reconstructed entity has unconditionally assumed all surviving obligations of the Licensee under this Agreement.

17.0. Termination of License Agreement by DMRC

- 17.1. In case the licensee fails to remedy the Event of Default to the satisfaction of the DMRC within the cure period, then DMRC shall be within its rights to terminate the License Agreement. The Licensee voluntarily agrees not to seek any claim, compensation, damages or any other consideration whatsoever on any ground in this regard.

In case of termination of agreement on account of Licensee's Events of Default, the interest free Security Deposit/ Performance Security shall be forfeited in favour of DMRC. Any outstanding dues payable to DMRC shall be adjusted/ recovered from the advance license fee and forfeited interest free Security Deposit/ Performance Security. Balance outstanding dues, if remaining after adjustment of outstanding dues from the advance license fee and interest free Security Deposit / Performance Security, shall be recovered from the licensee without prejudice to take such other action available to DMRC under this agreement and Law of Land.

- 17.2. On Operational Ground: DMRC reserves the right to terminate the License Agreement by giving three months advance notice on operational ground. The License agreement shall stand terminated after expiry of three months notice and the Security Deposit/ Performance Security shall be refunded after adjusting outstanding dues, if any, payable by the Licensee. The Licensee voluntarily agrees not to seek any claim, compensation, damages or any other consideration whatsoever on any ground in this regard.

18.0. On termination of the license agreement-

- 18.1. On termination of License Agreement, for what so ever reasons, only those artwork shall be allowed for advertisement for which License Fee and other dues are already submitted in DMRC against the offered inventory of Smart Tokens for advertisement before the date of termination. No new inventory of Smart Token shall be offered for advertisement and no new artwork shall be accepted for advertisement after termination of License Agreement.
- 18.2. The termination of this Agreement shall not relieve either party from its obligation to pay any sums then owing to the other party nor from the obligation to perform or discharge any liability that had been incurred prior thereto. The Licensee shall be liable to pay all dues outstanding to DMRC under this agreement without prejudice to rights and remedies applicable under the law. The final settlement of dues shall take place after termination of License Agreement.
- 18.3. Rights of DMRC on Termination: DMRC shall not have any obligation whatsoever including but not limited to obligations as to compensation for loss of employment, continuance or regularization of employment, absorption or re-employment on any ground, in relation to any person in the employment of or engaged by the Licensee in connection with the Licensed space.

18.4. On termination of Agreement, DMRC shall have rights to re-market the Advertisement Spaces.

19.0. **Dispute Resolution**

19.1. **Arbitration:** All disputes relating to this agreement or claims arising out of or relating to this agreement or breach, termination or the invalidity thereof or on any issue whether arising during the progress of the services or after the completion or abandonment thereof or any matter directly or indirectly connected with this agreement shall be referred to Arbitrator(s) appointed by Director, DMRC on receipt of such request from either party. Matters to be arbitrated upon shall be referred to a sole Arbitrator if the total value of the claim is upto Rs.50 Lakhs and to a panel of three Arbitrators, if total value of claims is more than Rs.50 Lakhs. DMRC shall provide a panel of three Arbitrators which may also include DMRC officers for the claims upto Rs.50 Lakhs and a panel of five Arbitrators which may also include DMRC officers for claims of more than Rs.50 Lakhs. Licensee shall have to choose the sole Arbitrator from the panel of three and / or one Arbitrator from the panel of five in case three Arbitrators are to be appointed. DMRC shall also choose one Arbitrator from this panel of five and the two so chosen will choose the third Arbitrator from the panel only. The Arbitrator(s) shall be appointed within a period of 30 days from date of receipt of written notice / demand of appointment of Arbitrator from either party.

19.2. The decision of sole Arbitrator / panel of Arbitrators shall be binding on all the parties. The cost of arbitration shall be borne by respective parties equally. The venue of such arbitration shall be of Delhi / New Delhi. The parties agree to comply with the awards resulting from arbitration and waive their rights to any form of appeal insofar as such waiver can validly be made.

19.3. Rules governing Arbitration Proceedings: The Arbitration Proceedings shall be governed by Indian Arbitration and Conciliation Act 1996, as amended from time to time including provisions in force at the time the references made. During the pendency of arbitration proceedings, the Licensee shall continue to perform and make due payments to DMRC as per the License Agreement.

19.4. Jurisdiction of Courts: The Court at Delhi/New Delhi shall have the exclusive jurisdiction to try all disputes between the parties arising out of this agreement.

20.0. **Miscellaneous**

20.1. The Licensee shall comply with all the provisions of Labour Laws & regulation in force including but not limited to the Contract Labour (Regulation & Abolition) Act-1976 including any subsequent amendment thereof and the rules made there under. Licensee will indemnify DMRC Administration for any loss and damages suffered due to violation of its provision.

20.2. The Licensee shall comply with the laws of land including Delhi Pollution Control Board guidelines regarding advertisement/display. DMRC will not be held liable for any change/modification in the laws that adversely affect this Agreement. Licensee shall have no right / claim in this regard, whatsoever the reason may be.

20.3. The Licensee will not ask for any claim or seek any compensation from DMRC if an advertisement is not permitted due to court order/local laws/civil authorities.

20.4. The Licensee hereby indemnifies DMRC against any loss, damage or liabilities arising as a result of any act of omission or commission on part of Licensee or on part of its personnel or in respect of non-observance of any statutory requirements or legal dues of any nature.

20.5. The Licensee hereby agrees that DMRC shall have no responsibility as regards to Licensee's employees and the employees shall be the employees of Licensee only and shall not be construed under any circumstances as employees of DMRC. Licensee hereby indemnifies DMRC against the claims made by Licensee's employees against DMRC.

20.6. The Licensee hereby undertakes to discharge all statutory obligations and liabilities in connection with employment of its personnel in the said premises. Licensee hereby indemnifies DMRC against any liability arising in connection with the employment of its personnel in the said premises by Licensee. Licensee hereby undertakes to carry out police verification of its employees and submit the copy of same to Property Business Wing of DMRC in accordance with DMRC's policies regulations prevalent at that time.

- 20.7. That no tenancy/sub-tenancy is being created by DMRC in favour of Licensee under or in pursuance of this Agreement and it is distinctly & clearly understood, agreed & declared by and between the parties hereto that: -
- a. That the Licensee shall not have or claim any interest in the said premises as a tenant/ sub-tenant or otherwise:
 - b. That no right as a tenant/sub-tenant or otherwise is purported or intended to be created or transferred by DMRC in favour of Licensee in or in respect of the said premises, except to carry out their activities over the granted space under this License Agreement; and
 - c. That the rights, which Licensee shall have in relation to the said premises, are only those set out in this Agreement.
- 20.8. The relationship between DMRC and Licensee under and/or in pursuance of this Agreement is as between Principal and Principal. Consequently, neither party shall be entitled to represent the other and/or make any commitment on behalf of and /or with traders or any other party. Furthermore, no relationship in the nature of Partnership or Association of persons is hereby being created or intended to be created between DMRC on the one hand and Licensee on the other hand in connection with and/or relating to business to be operated by Licensee at the said premises.
- 20.9. Licensee shall bear all salaries, wages, bonuses, payroll taxes or accruals including gratuity, superannuating, pension and provident fund contributions, contributions to worker's compensations funds and employees state insurance and other taxes and charges and all fringe and employee benefits including statutory contributions in respect of such personnel employed/deployed by the Licensee and these personnel shall at no point of time be construed to be employees of DMRC and the Licensee shall be solely responsible for compliance with all labour laws which shall include all liabilities of the Provident Fund Act, ESI Act, Workmen's compensation Act, Minimum Wages Act and other Labour Welfare Act in respect of its personnel. The Licensee shall indemnify DMRC from any claims that may arise in connection with above.
- 20.10. Employees conduct: The Licensee shall ensure that all persons employed by it behave in an orderly and disciplined manner and that the said employees are prohibited from carrying on any unlawful, unfair activities or demonstrations. The Licensee shall, within 30 days of payments of LOA, submit the details/Bio data of personnel, it intends to employ/deploy for carrying out the work of media installation. The personnel deployed shall be decent, courteous and without any adverse or criminal background. In this connection, Licensee shall be required to furnish declaration to DMRC with respect to all his personnel deployed. Further, within 45 days of issue of LOA, Licensee shall submit police verification report in respect of all its personnel (to be deployed for the work of media installation) to DMRC. All the Licensee's personnel shall be required to possess ID card while working in DMRC's premises as per prevailing procedure. Access inside the stations in paid areas shall be through Smart Tokens as per prevailing applicable charges, in addition to the valid ID cards.
- 20.11. Notices
- a. That any notice to be served upon DMRC shall be sufficiently served and given if delivered to-
**General Manager/Property Business,
2nd Floor, A Wing, Metro Bhawan,
Fire Bridge Lane, Barakhamba Road,
New Delhi-110 001**
 - b. That any notice which may be required to be served upon the Licensee shall be served and given if delivery by Registered AD/Speed Post/Courier at the Address given on the First page of the License Agreement or delivered in person to the authorized representative of Licensor.
 - c. That any notice or correspondence under the terms of this License shall be in writing by registered post/ Speed Post/ Courier or delivered personally. All activities including day to day management,

billing, cancellation/termination/surrender etc. shall be carried out from the office of the Chief Engineer/Property Business or by his duly authorized representative.

d. Only written instructions/ notices of any party shall be entertained by the other party.

In Witness whereof the parties hereto have caused this agreement to be signed in their respective hands as of the day and year first before written.

.....-.....-2015

.....-....- 2015

(.....)

Authorized Signatory.

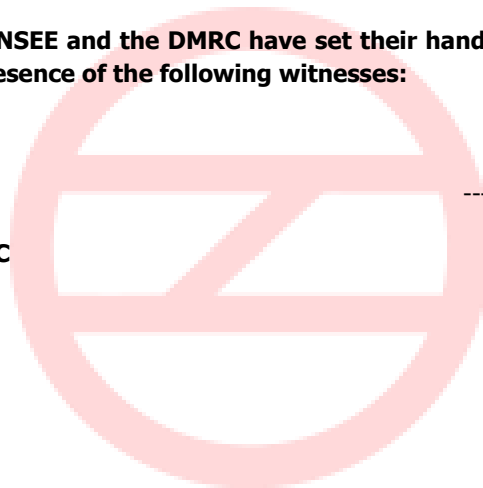
**FOR AND ON BEHALF OF DELHI METRO
RAIL CORPORATION LIMITED**

FOR AND ON BEHALF OF LICENSEE

IN WITNESS WHEREOF the LICENSEE and the DMRC have set their hands hereunto on the day, month and year first written above in the presence of the following witnesses:

DMRC

LICENSEE



Format of Bank Guarantee

(The Bank Guarantee shall either be from State Bank of India or any other Nationalized Bank or other Scheduled Commercial Banks with branches located in Delhi only on non-judicial stamp paper of appropriate value)

BANK GUARANTEE NO. _____ dated _____

This Deed of Guarantee executed at _____ by _____ (Name of Bank) having its Head / Registered office at _____ (hereinafter referred to as "the Guarantor") which expression shall unless it be repugnant to the subject or context thereof include its successors and assigns;

In favour of

The Delhi Metro Rail Corporation Limited (hereinafter called "DMRC"), having its office at Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi-110001, which expression shall unless it be repugnant to the subject or context thereof include its successors and assigns;

WHEREAS: -

1. DMRC, with a view to augment its revenues through non-tariff measures and to part finance its project, had earlier invited Request for Proposal (RFP) for assigning
.....(name of work).
2. The Licensee shall design, procure / manufacture / fabricate, install / commission, manage, operate, maintain market and sell advertising opportunities in DMRC stations as specified in this Agreement at its own cost.
3. DMRC has agreed to provide to the Licensee the advertising spaces (to be identified by the Licensee and approved by DMRC) on "as is where is basis", on the terms and conditions hereunder contained in this License Agreement.
4. This License is for a period of ----- from the date of commencement of License fee, unless otherwise terminated/surrendered earlier or extended further.
5. The tender offer submitted by M/s _____ having their registered office at _____ has been accepted by DMRC vide LOA No. _____ dated _____.
6. As per the terms of the above mentioned LOA, the Licensee is required submit the Artwork to DMRC for advertisement on Delhi Metro Smart Token for the duration of the License.
7. The Licensee is also required to make payments of License Fees & other dues as per contractual obligations and applicable taxes to DMRC.
8. The Licensee shall also: -
 - a) bear and pay all expenses, costs and charges incurred in the fulfilment of all its obligations under the License Agreement; and
 - b) not assign or create any lien or encumbrance on the License hereby granted or on the whole or any part of the Project Facility nor transfer, lease/ License or part possession therewith save and except as expressly permitted by the License Agreement.
9. The Licensee is required to furnish an unconditional irrevocable Bank Guarantee for an amount of Rs. _____ (Rupees _____ only) i.e. equivalent ----- License fee duly escalated as per provisions of the License Agreement, as security for the performance and fulfilment of all its responsibilities and obligations as per the LICENSE Agreement. The Licensee has requested the Guarantor to issue the said Bank Guarantee in favour of DMRC.

10. Now, therefore at the request of the Licensee, the Guarantor has agreed to execute this Guarantee in favour of DMRC for the due payment of Rs._____ (Rupees _____ only).

NOW, THEREFORE, THIS BANK GUARANTEE WITNESSETH AS FOLLOWS:—

1. The Guarantor, as primary obligor shall, without demur, reservation, contest, recourse or protest and/or without reference to Licensee, pay to DMRC an amount not exceeding Rs._____ (Rupees _____ only), on the same working day of receipt of a written demand from DMRC, calling upon the Guarantor to pay the said amount and stating that the Bank Guarantee provided by the Licensee has been forfeited.
2. The Guarantor agrees that DMRC shall be the sole judge to decide as to whether the Licensee has defaulted in the performance of its obligations as per the License Agreement, and the decision of DMRC in this regard shall be final and binding on the Guarantor, notwithstanding any differences in this regard between DMRC and the Licensee or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.
3. Any such demand made on the Guarantor by DMRC shall be conclusive, absolute, final and binding on the Guarantor, and the amount due and payable by the Guarantor under this Guarantee will be honoured by the Guarantor, simply on demand, without demur, reservation, contest, protest, recourse whatsoever and without need for ascribing any reason to the demand. The liability of the Guarantor under this guarantee is absolute and unequivocal. The above payment shall be made without any reference to the Licensee or any other person.
4. This Guarantee shall be irrevocable, valid and remain in full force till the end of the License Period, or for such extended period as may be mutually agreed between DMRC and the Licensee, and shall continue to be enforceable till all amounts under this Guarantee are paid. The said Guarantee shall be released by DMRC after the expiry of the License Period subject to fulfilment of all handover requirements by the Licensee, to the satisfaction of DMRC and further subject to adjustment for all damages suffered by DMRC.
5. This Guarantee is unconditional and irrevocable till such time DMRC discharges this guarantee by issuing a letter to the Guarantor in this behalf.
6. The Guarantor undertakes to pay the amount mentioned herein as principal debtor and not a surety and it shall not be necessary for DMRC to proceed against the Licensee before proceeding against the Guarantor, notwithstanding the fact that DMRC may have obtained or obtains from the Licensee, any other security which at the time when proceedings are taken against the Guarantor hereunder, is outstanding and unrealized.
7. The obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the License Agreement or other documents or by extension of time of performance of any obligations granted to the Licensee or postponement / non-exercise / delayed exercise of any of its rights by DMRC against the Licensee or any indulgence shown by DMRC to the Licensee, and, the Guarantor shall not be relieved from its obligations under this Bank Guarantee on account of any such variation, extension, postponement, non exercise, delayed exercise or omission on the part of DMRC or any indulgence by DMRC to the Licensee to give such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving the Guarantor.
8. The Guarantee shall not be affected by any change in the constitution or winding up of the Licensee/the Guarantor or any absorption, merger or amalgamation of the Licensee / the Guarantor with any other person.
9. The Bank agrees that DMRC at its option shall be entitled to enforce this guarantee during its currency against the bank as a Principal Debtor in the first instance without proceeding against the Licensee and notwithstanding any security or other guarantee that DMRC may have in relation to Licensee's liabilities.
10. The guarantee hereinbefore contained shall not be affected by any change in the constitution of the Bank or of the Licensee.
11. The expressions "Bank" and "Licensee" hereinbefore used shall include their respective successors and assigns.
12. The Courts at Delhi shall have exclusive jurisdiction to adjudicate on any or all matter arising under this Guarantee.
13. The Guarantor declares that it has power to issue this Guarantee and discharge the obligations contemplated herein and the undersigned is duly authorized to execute this Guarantee

14. This guarantee shall come into effect forthwith and shall remain in force upto _____ or the extended period if any and shall not be revoked by the Guarantor at any time without DMRC's prior consent in writing. This Guarantee is valid for a period of _____ Months from the date of signing. [The initial period for which this Guarantee will be valid must be for at least six months longer than the anticipated expiry date of License Agreement.]

IN WITNESS WHEREOF THE GUARANTOR HAS EXECUTED THIS GUARANTEE ON THE DAY, MONTH AND YEAR FIRST ABOVE MENTIONED THROUGH ITS DULY AUTHORISED REPRESENTATIVE.

For and on behalf of the _____ Bank.

Signature of authorized Bank official

Name: _____

Designation: _____

I.D. No.: _____

Stamp/Seal of the Bank: _____

Signed, Sealed and Delivered
for and on behalf of the Bank
by the above named _____

In the presence of:

Witness-1

Signature _____

Name _____

Address _____

Witness-2

Signature _____

Name _____

Address _____

