

**DELHI METRO RAIL CORPORATION LIMITED**



**Request for Proposal for  
Semi-Naming Rights  
At Selected Metro Stations in Delhi  
(RFP-316M0005)**

**Delhi Metro Rail Corporation Ltd**

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

**Bid Document for  
Proposal for Semi-Naming Rights  
At Selected Metro Stations in Delhi  
(RFP-316M0001)**

(RFP for Semi-Naming Rights at Selected Metro Stations in Delhi-316M0005)

Name and address of the Bidder to whom issued:

.....

.....

.....

.....

Date of issue.....

Issued by.....

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

**1. Contents**

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## 2. Definitions

- a) **“Branding”** or **“Advertising”** means display of any Branding material including pictures, printed material, electric / electronic media, smart posters, holographic images, visual display or any other innovative advertising media, etc which are not objectionable or prohibited under various statutes, codes, policies, etc as applicable from time to time.
- b) **“Advertising Tax”** means any amount payable to local government authorities as a result of public display of commercial messages or any other Branding campaign.
- c) **“Agreement”** means the License Agreement to be executed between DMRC and the selected bidder.
- d) **“Applicable Laws”** means all laws, brought into force and effect by Govt. of India, State Governments, local bodies and statutory agencies and rules / regulations / notifications issued by them from time to time. It also include judgments, decrees, injunctions, writs and orders of any court or judicial authority as may be in force and effected from time to time.
- e) **“Bidder”** means any entity which is a registered sole proprietorship firm, a partnership firm or a company having registered office in India, or a combination of above in the form of Joint Venture (JV), etc. which is submitting its bid pursuant to RFP Documents.
- f) **“Bid Security”** means the refundable amount to be submitted by the Bidder along with RFP documents to DMRC
- g) **“Commencement Date”** means the date of commencement of License Agreement after expiry of fitment period subsequent to handing over of the station, as defined in RFP document.
- h) **“License”** means the Semi-Naming Rights granted by DMRC to the Licensee at Metro Station under terms and conditions of the License Agreement.
- i) **“Licensee”** means the Selected Bidder, who has executed the License Agreement with DMRC pursuant to the conclusion of the bidding process.
- j) **“License Fee”** means the amount payable by the Licensee to DMRC as per terms and conditions of the License Agreement.
- k) **“License Period”** means a period of 10 years subsequent to expiry of fitment period after handing over of the station.

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

### **3. NOTICE INVITING TENDER**

- 3.1. The National Capital Region (NCR) which comprises of the Indian Capital city of New Delhi along with its satellite towns is one of the most populous urban agglomerations in India. Delhi with a total population nearing 17 million residents is the 10th most populous city in the world and is the 7th biggest urban agglomeration in the world with a population of 23 million people. Delhi Metro Rail Corporation Limited (DMRC) was incorporated on 03-05-1995 under the Companies Act, 1956. DMRC undertook the construction activities to provide a world class MRTS for Delhi and the neighboring satellite towns, the first section of Phase-I was made operational on 25-12-2002. DMRC has since completed the construction of Phase-I, Phase-II, and also partial Phase-III network comprising of 158 stations and a network of around 213 km and has already put them under operation. As of today, DMRC network comprises of six operational lines, along with the Airport Express Line with a ridership of more than 2.6 million commuters per day.
- 3.2. DMRC invites E-Tenders on two packet system from interested parties which may be a sole proprietorship firm, a partnership firm or a company incorporated under the Companies Act having registered office in India, or a combination of above in the form of Joint Venture (JV), etc. for selection of Licensee for granting Semi-Naming Rights at Selected Metro Stations in Delhi. DMRC shall receive RFP Bids pursuant to this RFP document, in accordance with the terms set forth herein as modified, altered, amended and clarified from time to time by DMRC. Bidders shall submit bids in accordance with such terms on or before the date specified in this document. Bidders are advised to visit the DMRC premises at the stations / site and familiarise themselves with various arrangements and all activities necessary in this regard.
- 3.3. Request for Proposal Document (non-transferable) can be downloaded from the web site [www.tenderwizard.com/DMRC](http://www.tenderwizard.com/DMRC). Cost of RFP Document (Non-refundable) is Rupee Twenty One Thousand only (Rs.21,000/-) (including 5% DVAT). RFP Document cost shall be submitted in the form of Demand Draft / Pay Order drawn on any Indian Scheduled bank/ Indian Branch of foreign bank in favour of "DMRC Ltd" payable at New Delhi.

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3.4. Bidder shall submit bid document along with bid document cost and Bid Security. The bidder shall specifically quote the name of the station / stations for which the bidder is submitting the bid document. The Bidder will submit Bid Security for each of the Stations for which bid is being submitted. However, bid document cost amounting to Rs. 21,000/- (including DVAT) shall be payable irrespective of whether the bidder submits the bid for one station or more. The station-wise details of EMD/Bid Security for each station/location for SNR is as follows:

<b>SL. no.</b>	<b>Station name</b>	<b>Line</b>	<b>EMD (Rs)</b>
1	Pitampura	1	800000/-
2	Azadpur	2,7	800000/-
3	Vishwavidyala	2	800000/-
4	Dwarka Sector-14	3	800000/-
5	Pragatimaidan	3	800000/-
6	Dwarka Sec-10	3	800000/-

Note:

- I. **Bidder's request for SNR rights for any other station in Delhi/New Delhi can also be considered, depending on feasibility of the proposal, through the tendering Process.**
- II. Some panels for advertisement have already been licensed & installed by DMRC on the station outside premises and outside civil structures for the stations, under current tender. SNR Rights for above stations will therefore be given on "As is where is basis". The tenure of outside station advertisement contracts is valid till : 25.02.2018 for Pitampura, 23.03.2018 for Azadpur, 31.07.2018 for Vishwavidyalaya, and 23.08.2018 for Dwarka Sec-14, Dwarka sec-10 and Pragati Maidan.

\*The above inventory after completion of the existing contract would be available to the selected bidder/licensee under SNR on "as is where basis" subject to maximum utilisation of area of 100 sqm of outside branding area.

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3.5. Addendum/Corrigendum, if any, will be placed on our website only time to time. RFP/DLA document can also be downloaded from the website [www.tenderwizard.com/DMRC](http://www.tenderwizard.com/DMRC) and may be submitted along with document cost at the time of submission of RFP bids. **Late/ delayed RFP received after the stipulated date and time of submission of RFP shall be rejected outrightly.**

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

Start of sale of RFP Document to Bidders	From 28.04.2016 to 30.05.2016 (upto 17:30 hrs.) on e-tendering website <a href="http://www.tenderwizard.com/DMRC">www.tenderwizard.com/DMRC</a> Tender document can only be obtained after registration of tenderer on the website <a href="http://www.tenderwizard.com/DMRC">www.tenderwizard.com/DMRC</a> . For further information on this regard bidders are advised to contact on 23417910-12 (ext:-534772,534776), Help Tenderwizard Desk no:-49424365
Cost of RFP Bid Document (Non-refundable)	INR 21,000/- (inclusive of 5% DVAT) Non-Refundable (Demand Draft /Banker's cheque) in favor of "Delhi Metro Rail Corporation Ltd" payable at New Delhi.) Cost of tender documents i.e, D.D./Banker's cheque, (along with Bid Security for each station for which Bid is submitted) in original, shall be accepted only in the office of Dy.CE/PB-2 Delhi Metro Rail Corporation, 4th floor, Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi –110 001 before opening of tender and details have to be uploaded on the web-site upto <b>14:30</b> hours on 31.05.2016
Pre-Bid Conference	09.05.16 at 15.00 hrs. in Conference hall, 7 <sup>th</sup> floor, Metro Bhawan, Barakhamba Road, New Delhi- 01
Last date of receiving queries	17:30 hrs on 09.05.2016
DMRC's response to queries by	13.05.2016
Date & Time of Submission of E-Bids	Latest by 14:45 hrs of 31.05.2016
Date & Time of Opening of Technical Bids	15.15 hrs on 31.05.2016
Validity of Bids	180 days from bid submission date

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

SN	Stage of Activity	Time Period
1	Payment of License Fee as per schedule given in RFP and Interest Free Security Deposit/ Performance Security to DMRC by Licensee	Within 30 days of issue of Letter of Acceptance.
2	Stations to be handed over to Selected Bidder	Within 7 days of making the due payments in accordance with LOA.



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3	Signing of License Agreement	Within 30 days after date of handing over of the Station(s).
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3.8

- (a) **Eligibility Criteria:-** Bidders shall have a minimum annual average Gross turnover of Rs. 1,26,00,000/- (i.e aggregate of Rs. 3,78,00,000/-) in last 3 (three) audited financial statements [i.e. 2012-2013, 2013-2014, 2014-2015] certified by a Chartered Accountant with stamp and signature. Here, gross turnover shall mean turnover from all sectors(s) of business(es). The bidder shall upload audited financial statements including profit-loss account of last three financial years.

In case audited balance sheet of the last financial year is not made available by the bidder, they have to submit an affidavit certifying that 'The balance sheet has actually not been audited so far'. In such a case the financial data of previous 2 (two) audited financial years will be taken into consideration for evaluation (i.e, average of gross turnover of last 2 audited financial years will be considered). If audited balance sheet of last two preceding years other than the last year is not submitted, the bid shall be considered as non-responsive.

- (b). DMRC has adopted a two packet Bidding Process to select suitable highest Bidder to grant Licensing Semi naming rights at the selected stations.
- (c) The Bidders shall submit along with the RFP Application, a bid security as applicable for each of the stations for which the bids is being submitted/ participated as per details of EMD for each location/station as detailed under **clause 3.4 of this RFP document**. In this case the Bid security will be @ Rs.8,00,000/- for each station. The payment shall be made in the form of a Demand Draft/ Pay Order drawn on any Indian Scheduled bank/ Indian Branch of foreign bank in favour of "DMRC Ltd" payable at New Delhi. The Bid shall be summarily rejected if it is not accompanied **with valid bid security of appropriate amount**. The bid security of the selected Bidder shall be adjusted against the Interest Free Security Deposit/First Advance License Fee. The bid security of unsuccessful bidders shall be refunded after award of contract, without considering any interest, thereof. If the bidder withdraws his bid at any stage, his Bid Security amount shall be forfeited by DMRC.
- d) Bidders are expected to carry out extensive survey of DMRC premises and analysis at their own cost, before submitting their respective Bids for award of the License Agreement. DMRC shall provide necessary permission and assistance to the prospective Bidders in this regard.
- e) The tenderers may obtain further information/ clarification, if any, in respect of these tender documents from the office of **Dy.CE/PB-2 Delhi**

**Metro Rail Corporation, 4<sup>th</sup> floor, Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi –110 001.**

- f) **The intending tenderers must be registered on e-tendering portal [www.tenderwizard.com/DMRC](http://www.tenderwizard.com/DMRC).** Those who are not registered on the e-tendering portal shall be required to get registered beforehand. If needed they can be imparted training on 'online tendering process'. After registration the tenderer will get user id and password. On login tenderer can participate in tendering process and can witness various activities of the process.
- g) The authorized signatory of intending tenderer, as per Power of Attorney (POA), must have valid *class-III* digital signature. The tender document can only be downloaded or uploaded using Class-III digital signature of the authorized signatory.
- h) Tender submissions will be made online after uploading the mandatory scanned documents towards cost of tender documents such as Demand Draft or Pay Order or Banker's Cheque from a Scheduled commercial bank based in India and towards Tender Security such as Bank Guarantee or Demand Draft or Pay Order or Banker's Cheque from a Scheduled commercial bank based in India and other documents as stated in the tender document.
- i) Late tenders (received after date and time of submission of bid) shall not be accepted under any circumstances.
- j) DMRC reserves the right to accept or reject any or all proposals without assigning any reasons. No tenderer shall have any cause of action or claim against the DMRC for rejection of his proposal.
- k) Bidder shall note that the maximum file size that can be uploaded is 5 MB. All the uploaded files in tender submission should be named properly and arrange systematically. No special character/space should be there in the uploaded file name.
- l) The bidders are advised to keep in touch with e-tendering portal [www.tenderwizard.com/DMRC](http://www.tenderwizard.com/DMRC) for updates.

**Note: The Hindi version of NIT is also available on DMRC website. In case of any discrepancy between the English and Hindi versions, the English version shall prevail.**

**General Manager/Property Business**

**Delhi Metro Rail Corporation**

**INSTRUCTIONS TO APPLICANTS**

- 4.1** For participation in e-tendering process, the Bidder has to be registered on DMRC's e-tendering portal [www.tenderwizard.com/DMRC](http://www.tenderwizard.com/DMRC). Upon registration, they will be provided with a User ID and a system generated password enabling them to submit their Bids online using Digital System Certificate (DSC) and can witness various activities of the process. The authorized signatory of intending Bidder, as per Power of Attorney (POA), must have valid class-III digital signature. The Tender Document can be downloaded or uploaded using Class-III digital signature of the authorized signatory only. If needed, prospective bidder can be imparted training on "online tendering process".
- 4.2** The Bid should be furnished in the formats mentioned at **Annexure 2 to 6**, clearly providing the details for fulfilling Eligibility Criteria. The Tender documents shall be signed by the Authorised Signatory.
- 4.3** Bidders are required to deposit non-refundable Cost of Tender Document (as specified in Notice Inviting Tender) along with its Bid. The Cost of Tender Document shall be acceptable in the form of Demand Draft/Pay Order in favour of "DMRC Ltd" payable at New Delhi. The Cost of Tender Document shall be submitted in person by the scheduled date and time to Dy. Chief Engineer/Property Business, 4th Floor, B-Wing, Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi-110001. The Bids of the Bidders who fail to submit the Cost of Tender Document in physical form on or before the prescribed date and time shall be summarily rejected.
- 4.4** Bid Security:-
- 4.4.1** Bidders are required to deposit refundable Bid Security (as specified in Notice Inviting Tender) for each of the stations for which Bid is being submitted along with its Bid. The Bid Security shall be acceptable in the form of Demand Draft/Pay Order in favour of "DMRC Ltd" payable at New Delhi.
- 4.4.2** The Bid Security shall be submitted in physical form in person by the specified date and time i.e **upto 14.30 hours on 31.05.2016** to Dy. Chief Engineer/ Property Business, 4th Floor, B-Wing, Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi-110001. Bidders who fail to submit the bid security in physical form on or before the prescribed date and time shall be declared as ineligible and their bid shall be summarily rejected. The Bid shall be valid for a period not less than 180 days from bid due date.
- 4.4.3** The Bid Security of unsuccessful bidders shall be refunded after award of License, without considering any interest thereof. The Bid Security of the

Successful Bidder shall be adjusted against the Interest Free Security Deposit/Performance Security/first advance License fee.

- 4.4.4** If the Successful Bidder withdraws/alter their Bid at any stage, their Bid security shall be forfeited by DMRC.
- 4.5** Bid Variable: The Bidder shall quote the rate of annual license fee "X" in the bid form in both words as well as figures as given in Annexure-6. If there is a discrepancy between words and figures, the amount in words shall prevail. The bidder shall quote for both station-wise branding space as well as SNR branding rights separately.
- 4.6** The bid shall be submitted by the bidder in two parts comprising of Technical Bid and Financial Bid. The Technical Bid shall include the details for fulfilling Eligibility criteria as laid down in this tender document. The Financial Bid shall include the financial offer of the Bidder in the manner prescribed in Annexure 6 of this RFP document. Both the Technical Bid and Financial Bid shall be submitted by the Bidder on the same due date as mentioned in the Tender Document. The offer of Bidder, who does not fulfil the Eligibility criteria, shall be summarily rejected. The Bidder shall enclose with its Bid an undertaking stating/providing the necessary supporting documents, including audited accounts and financial statements, certificate(s) from its statutory auditors have been attached herewith.
- 4.7** Technical Bid: The Bidder shall on or before the date and time given in the Notice of Invitation to Tender, upload his Tender on e-tendering portal [www.tenderwizard.com/DMRC](http://www.tenderwizard.com/DMRC). The Bidder shall ensure that a receipt is obtained for the submission of his Tender, such receipt being issued free of charge. The Bidder shall upload scanned copies of, subject to minimum of, following documents in Technical Bid-
- 4.7.1** Tender Document Cost deposit slip.
  - 4.7.2** Bid Security submission slip.
  - 4.7.3** Annexure-2 (On Official Letter-head of the Bidder)
  - 4.7.4** Annexure-3
  - 4.7.5** Annexure-4
  - 4.7.6** Annexure-5
  - 4.7.7** In addition a declaration by the bidders as per Annexure -7 must be submitted stating that the tender document has been downloaded from official website of e-tendering portal [www.tenderwizard.com/DMRC](http://www.tenderwizard.com/DMRC) and no changes, what so ever, has been made by the bidder. Bids received without the declaration are also liable to be rejected at any stage.
  - 4.7.8** Attested copies of Memorandum and Articles of Association in case of companies or bodies corporate and copy of Partnership deed in case of the Partnership Firm.
  - 4.7.9** 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.

**4.7.10** Copies of (duly audited and certified by a chartered Accountant) 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.

**4.7.11** Copy of the complete Tender Document including Draft License Agreement and Addendum/Corrigendum (if any) duly signed and stamped on each page by authorized representative of the Bidder as acceptance of terms and conditions given thereof.

**4.8** Financial Bid: - The bidder shall quote the Bid Variable & separately in two parts as given below for

**A. Branding/Advertisement space** (100 sqm fixed for each station, for the same brand name, which has been approved by DMRC for prefix/suffix to the station name.) as detailed in Annexure-1.

**B. Semi Naming Rights for each station**

The rates quoted for A & B together shall constitute the Annual License Fee & the Bid/offer for a station. The quote shall be as rate of "Annual License Fee " in the Financial Bid form in both words as well as figures as given in Annexure-6. If there is a discrepancy between words and figures, the amount in words shall prevail. Combined rates (of A+B) would be considered for evaluation of the bid for each individual station. Revenue sharing from advertisement with MCD/ civic agency, if applicable, would be borne by DMRC only for the rate quoted in 'A'.

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

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

**4.11** Pre-Bid Conference: - The date and time for Pre-Bid conference of the Bidders has been notified in Notice Inviting Bid/Tender. During course of Pre-Bid conference, the participants may seek clarifications and put suggestions for considerations. DMRC shall endeavour to provide clarifications and such further information as it may consider appropriate and valuable suggestions shall be

deliberated upon by DMRC. DMRC's point of view/response to queries shall be uploaded on website. Please note that individual communication shall not be issued to any participant.

- 4.12** It shall be deemed that by submitting a Bid, the Bidder has:
- 4.12.1** made a complete and careful examination of the bidding documents;
  - 4.12.2** received all relevant information from DMRC;
  - 4.12.3** accepted the risk of inadequacy, error or mistake in the information provided in the tender documents or furnished by or on behalf of DMRC relating to any of the matters referred to in TENDER document;
  - 4.12.4** satisfied itself about all matters, things and information herein above necessary and required for submitting an informed Bid, execution of the License Agreement in accordance with the bidding documents and performance of all of its obligations there under;
  - 4.12.5** acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the tender documents or ignorance of any of the matters hereinabove shall not be a basis for any claim for compensation, damages, claim for performance of its obligations, loss/ profits, etc. from DMRC, or a ground for termination of the License Agreement by the Licensee;
  - 4.12.6** acknowledged that it does not have a conflict of interest; and
  - 4.12.7** agreed to be bound by the undertakings provided by it under and in terms hereof.
- 4.13** DMRC shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the Tendering Process, including any error or mistake therein or in any information or data given by DMRC.
- 4.14** Verification and Disqualification: DMRC reserves the right to verify all statements, information and documents submitted by the Bidder in response to the Tender Documents and the Bidder shall when so required by DMRC, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by DMRC shall not relieve the Bidder of its obligations or liabilities hereunder nor shall it affect any rights of DMRC there under. The bidder may be asked to explain the rationality of the quoted rates.
- 4.15** Amendment of Tender Document:
- 4.15.1** At any time prior to the Bid due date, DMRC may, for any reason, modify the Tender Document by the issuance of Addendum/ Corrigendum.

- 4.15.2** Any Addendum/Corrigendum issued hereunder shall be uploaded on DMRC official website i.e. [www.delhimetrorail.com](http://www.delhimetrorail.com) and [www.tenderwizard.com/DMRC](http://www.tenderwizard.com/DMRC).
- 4.15.3** In order to provide the Bidders a reasonable time for taking an Addendum into account, or for any other reason, DMRC may, in its sole discretion, extend the Bid Due Date.
- 4.15.4** The Bidders are requested to get in touch with official website of DMRC i.e. [www.delhimetrorail.com](http://www.delhimetrorail.com) and with [www.tenderwizard.com/DMRC](http://www.tenderwizard.com/DMRC) for all updates on the Tender Document such as addendums, replies to queries, postponement of Bid schedules, etc. No claims or compensation shall be entertained on account of the Bidder having not read/noticed the updates, etc
- 4.16** Preparation and Submission of Bids
- 4.16.1** Format and Signing of Bid: The Bidder shall provide all the information sought under this Tender Document as per the format.
- 4.16.2** 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.
- 4.16.3** 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 Tender Document and towards Bid Security and other documents as required in the Tender Document. The Tender Document Cost & Bid Security must be submitted with DMRC in form of Demand Draft or Pay Order as per stipulated date & time as specified in Notice Inviting Tender.
- 4.16.4** The Bidders have to produce the original documents as and when required by DMRC. The failure of the Bidder or Licensee to furnish the said original documents will empower DMRC to summarily reject their Bid.
- 4.16.5** Before submission of online Bids, Bidders must ensure that scanned copies of all the necessary documents have been uploaded with the Bid.
- 4.16.6** The Bidders should carefully note and ensure the following instructions:
- That the complete tender Document has been downloaded.
  - The printout of Tender Documents is taken on an 'A4' size good quality paper. The printout should be same as available on website. The print should be legible and indelible.
  - In case of any correction/addition/alteration/omission in the Tender Document as made available by DMRC, is observed at any stage, the bid shall be treated as non-responsive and shall be summarily rejected.
- 4.17** **Late Tenders:** Tenders have to be uploaded on e-tendering portal [www.tenderwizard.com/DMRC](http://www.tenderwizard.com/DMRC) before the due date and time of tender

submission. The tender security and cost of tender documents shall be submitted in physical form to office of Dy. Chief Engineer / Property Business, Delhi Metro Rail Corporation 'B'-Wing, 4th Floor, Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi -110001 upto the specified time & date. It shall be the responsibility of the bidder to ensure that their EMD/Bid security along with cost of tender documents reaches the designated officer before the dead line for submission. Tenders document cost & EMD received after due date and time of submission of Bid shall not be accepted. DMRC will not be responsible for any delay, internet connection failure or any error in uploading the tender submission. The tenderers are advised to upload their submissions well before the due date and time of tender submission to avoid any problems and last minute rush. DMRC shall not be responsible for tender security and tender cost delivered to any other place / person in DMRC (like DAK section/Tapal/Receipt section etc) other than the designated officer and does not reach the designated officer before the dead line for submission. DMRC may, at its sole discretion, extend the deadline for submission of tenders by issuing an amendment, in which case all rights and obligations of DMRC and the Tenderer previously subject to the original deadline will thereafter be subject to the deadline as extended. Notwithstanding anything contained in this Tender document, DMRC reserves the right to accept or reject any Bid offer and to annul the Bidding Process and reject all Bid offers, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefore.

- 4.18** Tenders shall not be modified or withdrawn by the Bidder after the date of submission. Withdrawal of tender during the interval between date of tender submission and expiration of the Tender Validity Period would result in forfeiture of the EMD.
- 4.19 Confidentiality:** Information relating to the examination, clarification, evaluation, and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising DMRC in relation to or matters arising out of, or concerning the Bidding Process. DMRC shall treat all information, submitted as part of Bid, in confidence and shall require all those who have access to such material to treat the same in confidence. DMRC may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or DMRC or as may be required by law or in connection with any legal process.
- 4.20** All information covering the purpose of the license, details of space available etc. may be downloaded from the website [www.tenderwizard.com](http://www.tenderwizard.com)
- 4.21** This Tender Application Form does not purport to contain all the information that each Applicant may require. Applicants are requested to conduct their own investigations and analysis and to check the Accuracy, reliability and



completeness of the information in this Tender Application Form before participating in the tender process. DMRC Ltd. makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the Tender Document. Information provided hereunder is only to the best of the knowledge of DMRC Ltd. Applicants are required to read carefully the contents of this document & to provide the required information. Applicants may be single firms or may be members of a consortium.

- 4.22** It shall be noted, that DMRC will not discuss any aspect of the selection process. However, DMRC may display name of successful Tenderer on DMRC's website. Applicants will deem to have understood and agreed that no explanation or justification of any aspect of the selection process will be given by DMRC and that DMRC's decisions are without any right of appeal/litigation, whatsoever. Applicants are advised that the selection process will be entirely at the discretion of DMRC.
- 4.23** For any query from Applicants, DMRC reserves the right not to offer clarifications on any issue raised in a query or if it perceives that the clarifications can only be made at a later stage, it can do so at a later date. No extension of any deadline will be granted on that count or grounds that DMRC have not responded to any query or not provided any clarification. *Applicants may clearly note the date and time of uploading of Tender. No late or delayed Tender will be accepted. However DMRC may ask for any supplementary information, if deemed so.*
- 4.24** Applicants will not be considered if they make any false or misleading representations in statements/ attachments. If any submission is found false or misleading even at later stage (i.e. after the award of Tender) then also, DMRC may annul the award. Further, the Applicant may be blacklisted for participation in any future Tender of DMRC. In such a case DMRC shall forfeit the EMD (if any) and Security Deposit (if any) held with DMRC. The tenderers are required to download the addendum, post bid queries etc. from e-tendering portal [www.tenderwizard.com/DMRC](http://www.tenderwizard.com/DMRC).
- 4.25** The Tenderer shall, on or before the date and time given in the Notice of Invitation to Tender, upload his Tender on e-tendering portal **[www.tenderwizard.com/DMRC](http://www.tenderwizard.com/DMRC)**. The Tenderer shall ensure that a receipt is obtained for the submission of his Tender, such receipt being issued free of charge. In addition a declaration by the bidders as per Annexure -07 must be submitted stating that the tender document has been downloaded from official website of e-tendering portal **[www.tenderwizard.com/DMRC](http://www.tenderwizard.com/DMRC)** and no changes, what so ever, has been made by the bidder. **Bids received without the declaration are also liable to be rejected at any stage.**
- 4.26** Submission of Tenders:- The completed Bids shall be accepted only up to the date and time as specified in NIT. Bids have to be submitted online on the website [www.tenderwizard.com/DMRC](http://www.tenderwizard.com/DMRC). The Bidders shall furnish the information strictly as per the formats given in the tender documents without any ambiguity. The DMRC shall not be held responsible if the failure of any Bidder to provide the information in the prescribed formats results in a lack of clarity in the

interpretation and consequent disqualification of its Bid. The Bidder has to submit the Cost of RFP Bid Document and Bid Security in the DD/ Banker's Cheque in Original, failing which Bid shall be summarily rejected.

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

- 4.28** **Evaluation of Financial Proposals** DMRC shall open Financial Package of all Tenderers who are eligible under the Pre- Qualification criteria and have submitted substantially responsive Technical Tenders, in the presence of Tenderer's representatives who choose to attend at the address, date and time informed / specified by DMRC. The financial bids of the bidders shall be opened one at a time, reading out: the name of the Tenderer and whether there is a modification; the Tender Price(s), including any discounts and any other details as DMRC may consider appropriate. Only Financial Package discounts read out

and recorded during the opening of Price Tenders shall be considered for evaluation. No Tender shall be rejected at the opening of Price Tenders. The Tenderers' representatives who are present shall be requested to sign the record. The omission of a Tenderer's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Tenderers.

**Cumulative value of 'A+B' for each station, in the Annexure-6 of RFP would be considered for evaluation of financial bid for that station.** If in case the quoted highest bids of two or more tenderers are equal then the agency having highest gross turnover from advertisement business in the last three financial years shall be selected.

**4.29 Correction of Errors**

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

- a. Where there is a discrepancy between amounts in figures and in words, the amount in words will govern, unless the amount expressed in words is related to an arithmetical error, in which case the amount in figures shall prevail;
- b. Where there is a discrepancy between the unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will normally govern unless in the opinion of DMRC there is an obviously gross misplacement of the decimal point in the unit price, in which event, the total amount as quoted will govern; and
- c. if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.

If a Tenderer does not accept the correction of errors as outlined above, his tender will be rejected and the tender security forfeited. The tenderers are required to download the addendum, post bid queries etc. from e-tendering portal [www.tenderwizard.com/DMRC](http://www.tenderwizard.com/DMRC).

Any queries or request for additional information concerning this RFP Document shall be considered only if it is submitted in writing.

## 5. Scope of Semi-Naming Rights at Selected Metro Stations

### 5.1 Stations Available For Semi-Naming Rights

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

SL. no.	Station name	Line
1	Pitampura	1
2	Azadpur	2,7
3	Vishwavidyala	2
4	Dwarka Sector-14	3
5	Pragati maidan	3
6	Dwarka Sector-10	3

**Note:**

- I. **Bidder's request for SNR rights for any other station in Delhi/New Delhi can also be considered depending on feasibility of the proposal, through the tendering process.**
- II. Some panels for advertisement have already been installed by DMRC on the station outside premises and outside civil structure for the stations, under current tender. SNR Rights for the above stations will therefore be given on "As is where is basis". The tenure of outside station advertisement contracts is valid till : 25.02.2018 for Pitampura, 23.03.2018 for Azadpur, 31.07.2018 for Vishwavidyalaya, and 23.08.2018 for Dwarka Sec-14, Dwarka Sec-10 and PragatiMaidan.

\*The above inventory after the completion of the existing contracts would also be available to the selected bidder/licensee under SNR on "as is where is basis" subject to maximum utilisation of area of 100 Sqm of outside branding area

**The outside branding and inside coloring of the station in/with Brand Colors of the same brand whose name has been allowed for prefix/suffix at that station, along with semi-naming rights shall be the only scope for the stations as the exclusive inside advertisement rights for these stations have already been licensed.**

**Scope of Semi-Naming Rights & Conditions for Bidders**

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

5.1.2 The following activities shall also be permitted as a part of branding:

- a) Branding of Station Building in Brands color ,
- b) Refurbishment of station exterior and interior in Brands colour scheme & theme besides the Brands name (suffixed or pre fixed ) with station name,
- c) Landscaping and Branding on DMRC station should give aesthetic and pleasing look/appearance of Brand, to the commuters & general public.
- d) Painting of beam / affixing of 3M vinyl pasting at station to feel and look of Brand,
- e) carry out painting of station, both inside as well as outside, in the Brand's color,
- f) install logo and neon sign of the same Brand on top of the entrance gate of the selected station,
- g) floor or roof branding.
- h) 100 Sqm of branding space to be given for each station (outside facade only) which can be used for branding/advertisement of the same brand whose name has been permitted for prefix/suffix.

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

5.1.3 DMRC shall provide branding space for only one brand (specific brand alone, which has been approved for prefix/suffix with the station name under SNR) of 100sqm at the quoted rate (schedule A as per annexure-6 of RFP), of display area outside the allotted station. Revenue Sharing with

MCD/civic agency, if applicable/demanded, on Schedule A earnings only, will be borne by DMRC. The licensee can utilize any format of advertisement including and not limited to backlit panels, scrollers, floor banding, roof branding, digital display, advertisement panels in the form of LCD/LED panels, video walls or any similar format of advertisement (without audio). Advertisement inventory may include smart posters, QR codes/graphics. etc as indicated above at the selected station with prior written approval from DMRC. However, audio advertisement in any form is not permitted and there will be no change in DMRC's station announcement / train announcement / notification / inside train name / or any other document due to semi naming of the station.

**5.1.4** The licensee shall be entitled, at his own cost, to prepare a scheme and undertake the theme, design, layout, color scheme / graphics and other features of the station that may be required to customize for branding and imparting "Look and Feel" to the Station for the promotion of its brand, subject to prior approval of DMRC. Coloring of station in Brand color should be in tune with and not disturb the aesthetics/look of the station. **The branding/display plan hence prepared must be in compliance to technical parameters of Delhi Outdoor Advt. policy/EPCA guidelines/directives given by Hon'ble courts, or any other prevailing policy.**

5.1.5 The licensee shall be permitted to use and display the logo of the brand at the selected station. During the tenure of the license period, the licensee may be permitted to change the brand name of the station, logo or modify the theme of the advertising inventory at its own cost after approval from DMRC.

5.1.6 The Licensee shall have rights and obligations to perform as specified below:

a) Preparation of a design plan which must clearly earmark exact locations and type of branding/ coloring, planned for each station. DMRC shall consider the plan with respect to aesthetics, operational feasibility, and safety and security concerns, specifications of the paints and other materials used and other technical or operational considerations. If the part of master plan is not approved by DMRC,

Licensee is required to submit revised plan for approval. All further modification/ revision to plan shall have to be got approved from DMRC by Licensee.

- b) Operate, manage and maintain the entire branding/coloring plans.
- c) 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.
- d) Comply with all statutory requirements in connection with License Agreement.
- e) Ensure regular and timely payments of all amounts due to DMRC and discharge all obligations as per License Agreement.
- f) Payment of all statutory taxes, local levies, statutory dues, etc as and when due.
- g) At present, Service tax on advertisement is not payable. However, if the service tax becomes payable in future Licensee shall bear the service tax and pay as per prevailing rates.

5.1.7 The Licensee will be responsible for installation, operation, maintenance and removal of its assets, including but not limited to Advertisement panels, billboards, creative's, products etc. While DMRC shall provide security at stations, DMRC shall not be responsible for any vandalism, theft or damage to any advertisement panels or billboard or creative's or products or any other such thing put up by Licensee on the station. The Licensee shall ensure that Station building including walls, floor, roof etc. are not damaged in any manner and all installation, operation, maintenance and removal of advertisement billboards, creative's etc. shall be done after taking prior written permission of DMRC. The branding/display plan prepared by licensee must be in compliance to technical parameters of Delhi Outdoor Advt. policy/EPCA guidelines/directives given by Hon'ble courts, or any other prevailing policy.

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

- 6.1 Metro Station(s) shall be handed over for Semi-Naming Rights within 7 days from the date of receipt of full payment as stipulated in Letter of Acceptance. The License Period shall commence after the expiry of fitment period of 120 days after the date of handover of the stations by DMRC, subsequent to issue of Letter of Acceptance. The License Agreement shall be executed within 30 days of handing over of stations.
- 6.2 **Bid Variable:** The bidder shall quote the Amount of fixed Annual License Fee in Rupees for Semi-Naming Rights for the Selected Metro Station in which the bidder is interested, as given in Annexure-6. If there is a discrepancy between words and figures, the amount in words shall prevail. If the bidder is not interested in any particular station, the bidder shall write "Not quoted" in the bid form given in Annexure-6.
- 6.3 **Schedule of Payment:** The licensee is liable to pay to DMRC the amount of Total License Fee which is equal to Ten times the Amount of fixed Annual License Fee i.e. Total License Fee in ten years = 10 x fixed Annual License Fee. There shall not be any escalation in the fixed Annual License fee while calculating Total License Fee for 10 years. The Payment Schedule of the license fee for the License period of 10 years, considered after expiry of fitment period of 120 days subsequent to handing over of the station, shall be as under:

payment schedule		
SN	Payment Schedule	Percentage of Total License Fee i.e. 10 x fixed Annual License Fee, calculated for a license period of 10 years to be paid by licensee to DMRC
1	Within thirty days of issue of Letter of Acceptance	6 months LF as SD (refundable)
2	Within 90 days of handing over of the station	5% of Total License Fees
3	Within 6 months of handing over of the station	5% of Total License Fees
4	Before the start date of 2 <sup>nd</sup> year of License Period	10% of Total License Fees + 6 months LF as SD (refundable)
5	Before the start date of 3 <sup>rd</sup> year of License Period	10% of Total License Fees
6	Before the start date of 4 <sup>th</sup> year of License Period	10% of Total License Fees
7	Before the start date of 5 <sup>th</sup> year of License Period	10% of Total License Fees
8	Before the start date of 6 <sup>th</sup> year of License Period	10% of Total License Fees
9	Before the start date of 7 <sup>th</sup> year of License Period	10% of Total License Fees



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10	Before the start date of 8 <sup>th</sup> year of License Period	15% of Total License Fees
11	Before the start date of 9 <sup>th</sup> year of License Period	15% of Total License Fees

Service tax at applicable rates (presently @ 14.50%) shall also be paid by the licensee to DMRC along with the above license fee. Any revision in rates of service tax shall also be applicable.

- 6.4 The license fee to be paid as per above payment schedule is exclusive of all applicable taxes as per clause 8.3 to 8.6 which shall also be payable by licensee along with the License fee.
- 6.5 The utility charges including consumption of electricity, etc. shall also be payable by licensee to DMRC in addition to above in accordance with terms & conditions of the agreement.

## **7. Interest Free Security Deposit / Performance Security**

7.1 Interest Free Security Deposit / Performance Security: The Licensee shall pay Interest Free Security Deposit / Performance Security to DMRC in advance equivalent to the amount of fixed Annual (12 month) License Fee for each of the station handed over. The interest free Security Deposit/ Performance Security shall be accepted in the following form:

7.1.1 Bank Draft/Pay Order in favour of 'DMRC Ltd', payable at New Delhi from a Scheduled Commercial Bank based in India, or

7.1.2 Fixed Deposit Receipt of a Scheduled Commercial Bank based in India and payable in Delhi/New Delhi duly pledged in favour of 'DMRC Ltd' and styled as DMRC Ltd A/C (name of licensee), or

7.1.3 Irrevocable Bank Guarantee in the prescribed format (Annexure-1 DLA) issued by the State Bank of India or any other Nationalized Bank or other Scheduled Commercial Banks, acceptable to DMRC, with/from branches located in Delhi. The Bank Guarantee shall be valid for at least two years. The Bank Guarantee shall be extended and renewed every two years well before expiry of earlier Bank Guarantee, failing which the previous Bank Guarantee shall be invoked and en-cashed by DMRC without any prior intimation. For last year of license period the bank guarantee shall be extended and renewed for the residual period of the contract plus six months and shall further renew it, if required, till the final settlement of all accounts failing which the Bank Guarantee of the Licensee shall be invoked and en-cashed by DMRC.

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

7.1.5 Minimum 25% of the interest free security deposit/performance Security is to be paid in the form of DD/PO in favour of DMRC Ltd, and drawn on a scheduled bank in Delhi. The remaining or 75% of IFSD (as applicable) can be paid in the form of FDR/Bank Guarantee in favour of DMRC Ltd. As

mentioned above. However Interest free security deposit upto Rs. 10.00 lakhs is to be paid in the form of DD/PO only.

- 7.2 Interest Free Security Deposit / Performance Security will be refunded after successful completion of the full term of the License period i.e. 10 years from commencement date of License Agreement and after adjusting any dues payable to DMRC and final settlement, without any consideration of interest after completion of agreement.
- 7.3 The licensee shall have the option of surrendering the license after completion of 2 years lock-in period by giving six months (180 days) advance notice. The notice for surrender can be given after completion of 2 years of license period (lock-in period). The License fee deposited by the licensee as per payment schedule shall not be refunded by DMRC under any circumstances. In such case of surrender of license agreement after lock in period of two years, the Interest Free Security Deposit / Performance Security shall be refunded to the licensee after adjustment of outstanding dues, if any, payable to DMRC.
- 7.4 If the Licensee is desirous of terminating the license hereby created before expiry of the lock-in period of 2 years of the license, or without giving advance notice of 180 days after lock-in period 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 to DMRC after adjusting outstanding dues payable to DMRC. The License fee deposited by the licensee as per payment schedule shall not be refunded by DMRC under any circumstances.
- 7.5 DMRC reserves the right for deduction of DMRC dues from Licensee's Interest Free Security Deposit / Performance Security for: -
- a) Any penalty imposed by DMRC for violation of any terms and conditions of agreement committed by the Licensee.
  - b) Any amount which DMRC becomes liable to the Government/Third party due to any default of the Licensee or any of his director/ employees/ representatives/ servant/ agent, etc.

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- c) Any payment/ fine made under the order/judgment of any court/consumer forum or law enforcing agency or any person duly empowered in his behalf.
- d) Any outstanding payment/ claims of DMRC remained due after completion of relevant actions as per agreement.

7.6 Once the amount under above Clause is debited, the Licensee shall replenish the Security Deposit/ Performance Security to the extent the amount is debited within 15 days period, failing which, it shall be treated as Licensee's Event of Default.

## **8. Tenure of License Agreement**

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

8.2 All branding spaces at the selected Metro station proposed by the Licensee are subject to approval from DMRC with regard to operational feasibility, aesthetics, and safety& security concerns. In this regard, a committee comprising of DMRC officials shall be formed for granting approval. The committee shall communicate its decision in writing within five working days from the date of submission of proposals by Licensee to DMRC for display of Branding.

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

8.4 The property tax applicable, if any, on the property of DMRC shall be borne by DMRC. All other statutory taxes, statutory dues, local levies, as applicable (except those mentioned above) shall be charged extra and will have to be remitted along with the License Fees for onward remittance to the Government. The Licensee shall indemnify DMRC from any claims that may arise from the statutory authorities in connection with this License.

8.5 Payment of stamp duty on agreement, if any, to be executed in pursuance of this tender will be borne by Licensee.

## **9 Submission of Bids by Bidders**

9.1 No Bidder shall submit more than one Bid for this RFP document. Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the draft License Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the License Agreement.

9.2 The Bid should be furnished in the format at Annexure2-6, clearly providing the details for fulfilling Eligibility Criteria. The bidder shall clearly indicate financial offer in both figures and words, in Indian Rupees. In the event of any difference between figures and words, the amount indicated in words shall be taken into account.

### **9.3 Eligibility Criteria:**

The bidder shall be evaluated first for fulfilling eligibility criteria. In case of a JV, the eligibility of all the members of JV would be considered, in proportion of their share / participation in the JV. In case of JV, partners having less than 26% participation will be considered as non-substantial partner and will not be considered for evaluation which means that their eligibility will not be considered for evaluation of JV. To be eligible for bidding process, the Bidder shall fulfill each of the following conditions simultaneously:

9.3.1 Bidder should have a minimum annual average Gross Turnover of Rs.1.26 crore (Rs. One Crore twenty six lakhs only) in the last 3 (three) audited financial statements [i.e 2012-2013, 2013-2014, 2014-2015] certified by a Chartered Accountant with stamp and signature (i.e aggregate of Rs. 3.78 Crores in last 3 (three) financial years) . Here Gross turnover means turnover from all sectors of businesses. The bidder shall submit audited financial statements including profit loss account of last three completed financial years as on date of notice for invitation of Bid on DMRC website.

In case audited balance sheet of the last financial year is not made available by the bidder, they have to submit an affidavit certifying that 'The balance sheet has actually not been audited so far'. In such a case the financial data of previous 2 (two) audited financial years will be taken into consideration for evaluation (i.e, average of gross turnover of last 2 audited financial years will be

considered). If audited balance sheet of last two preceding year other than the last year is not submitted, the bid shall be considered as non-responsive..

- 9.3.2 While calculating the updated value of Gross Turnover as required in 7.3.1, escalation of 5% per annum shall be considered for business in India and 2% for foreign based business. In case of a JV, the eligibility of all the members of JV would be considered, in proportion of their share / participation in the JV.
- 9.3.3 The Bidder shall enclose with its Bid an undertaking stating/providing the necessary supporting documents, including audited accounts and financial statements, certificate(s) from its statutory auditors. If the audited financial statement for the last completed financial year is not available, the certificate from the Statutory Auditor(s) shall be furnished by the bidder, for considering the fulfillment of eligibility criteria and shall be taken into consideration by DMRC.
- 9.4 The bids shall be submitted by the bidder in two parts comprising of **Technical Bid and Financial Bid**. The technical bid shall include the details for fulfilling Eligibility criteria as laid down in this document. The Financial bid shall include the financial offer of the bidder in the manner prescribed in this document. Both the technical bids and financial bids shall be submitted by the bidder on the same due date as mentioned in the RFP document. The offer of Bidder who does not fulfil the Eligibility criteria, shall be summarily rejected.
- 9.5 The Financial Bid shall be opened on a subsequent date after evaluation of eligibility. Financial Bid of only those Bidders whose submissions are found to fulfil the eligibility criteria shall be opened. The offer of Bidder, who does not fulfil the Eligibility criteria, may be summarily rejected. The time of opening of Financial Bid shall be informed separately to the eligible Bidders and eligible Bidders can be present to witness the opening of the Financial Bid.
- 9.6 Bid Security: The bidder shall specifically quote the name of the station / stations for which the bidder is submitting the bid document. Bidders are required to deposit, along with its Bid, a refundable bid security for each station for which bid is made as detailed below.

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The station-wise details of EMD/Bid Security for each station/location for SNR is as follows:

<b>SL. no.</b>	<b>Station name</b>	<b>Line</b>	<b>EMD (Rs)</b>
1	Pitampura	1	800000/-
2	Azadpur	2,7	800000/-
3	Vishwavidyala	2	800000/-
4	Dwarka Sector-14	3	800000/-
5	Pragati maidan	3	800000/-
6	Dwarka Sector-10	3	800000/-

The Bid Security shall be payable in the form of a Demand Draft/Bankers' cheque/PO only in favour of 'DMRC Ltd', payable at New Delhi. The Bid Security of the successful Bidder shall be adjusted against the Interest Free Security Deposit / first advance License fee due as per the License Agreement. The Bid Security of unsuccessful bidders shall be refunded after award of License, without considering any interest thereof. The Bid shall be summarily rejected if it is not accompanied by Bid Security.

- 9.7 The Bidders shall submit a Power of Attorney as per the format at Annexure-4, authorising the signatory of the Bidder to commit the Bid. The Bid and all communications in relation to or concerning the Bid documents and the Bid shall be in English language.
- 9.8 Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this clause shall also apply *mutatis mutandis* to Bids and all other documents submitted by the Bidders, and DMRC will not return to the Bidders any Bid, document or any information provided along therewith.
- 9.9 The Bidder shall not have a Conflict of Interest that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. A Bidder shall be deemed to have a Conflict of Interest affecting Bidding Process if a constituent of such Bidder is also a constituent of another Bidder.
- 9.10 Cost of Bidding: The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. DMRC



will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

- 9.11 Site visit and verification of information: Bidders are encouraged to submit their respective Bids after visiting DMRC stations and ascertaining themselves the site conditions, traffic, location, surroundings, climate, availability of power, water and other utilities for provision of advertisement media, access to station / site, handling and storage of materials, weather data, applicable laws and regulations and any other matter considered relevant by them.
- 9.12 It shall be deemed that by submitting a Bid, the Bidder has:
- a) made a complete and careful examination of the bidding documents;
  - b) received all relevant information from DMRC;
  - c) accepted the risk of inadequacy, error or mistake in the information provided in the bidding documents or furnished by or on behalf of DMRC relating to any of the matters referred to in RFP document;
  - d) satisfied itself about all matters, things and information hereinabove necessary and required for submitting an informed Bid, execution of the License agreement in accordance with the bidding documents and performance of all of its obligations there under;
  - e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the bidding documents or ignorance of any of the matters hereinabove shall not be a basis for any claim for compensation, damages, claim for performance of its obligations, loss of profits, etc. from DMRC, or a ground for termination of the License Agreement by the Licensee;
  - f) acknowledged that it does not have a Conflict of Interest; and
  - g) Agreed to be bound by the undertakings provided by it under and in terms hereof.
- 9.13 DMRC shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Bidding Process, including any error or mistake therein or in any information or data given by DMRC.
- 9.14 Verification and Disqualification: DMRC reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP or the Bidding Documents and the Bidder shall, when so required by DMRC, make

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available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by DMRC shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of DMRC there under.

9.15 Amendment of RFP

- a) At any time prior to the Bid Due Date, DMRC may, for any reason, modify the RFP by the issuance of Addenda / Corrigenda.
- b) Any Addendum / Corrigendum issued hereunder will be in writing and shall be sent to all the Bidders.
- c) In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, DMRC may, in its sole discretion, extend the Bid Due Date.

9.16 Preparation and Submission of Bids

- a) Format and Signing of Bid: The Bidder shall provide all the information sought under this RFP as per the format.
- b) The Bid and its copy shall be typed or written in indelible ink and signed by the authorised signatory of the Bidder who shall also initial each page, in blue ink. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialled by the person(s) signing the Bid.
- c) The Bidders who have down loaded the RFP Document from the website, should carefully note the following instructions:
  - i. The Bidders should ensure that the complete RFP Document has been downloaded.
  - ii. In case of any correction/addition/alteration/omission in the RFP Document observed at any stage, the bid shall be treated as non-responsive and shall be rejected out-rightly.

9.17 Sealing and Marking of Applications: Bidder shall upload the Application in the format specified in Annexures together with the documents specified above and seal it in an envelope and mark the envelope as "RFP Bid for Semi- Naming Rights at Selected Metro Stations".

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

9.19 All correspondence shall be addressed to:

**General Manager/Property Business,  
2<sup>nd</sup> Floor, A Wing, Metro Bhawan,  
Fire Bridge Lane, Barakhamba Road,**

**New Delhi-110001**

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

**9.21 Bid Submission Date**

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

9.22 Notwithstanding anything contained in this Bid document, DMRC reserves the right to accept or reject any Bid offer and to annul the Bidding Process and reject all Bid offers, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefore. In the event that DMRC rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

**9.23 Confidentiality**

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

## **10 Evaluation of Bids**

10.1 DMRC shall open the Technical Bids on the Bid Due Date of Submission, at the place & time specified in this document and in the presence of the Bidders who choose to attend. DMRC will subsequently examine and evaluate the Technical Bids in accordance with the Eligibility Criteria set out in this RFP document.

The Financial Bid shall be opened on a subsequent date after evaluation of eligibility as per documents submitted at the time of technical bid.. Financial Bid of only those Bidders whose submissions are found to fulfil the eligibility criteria as stipulated above shall be opened. The quote shall be as rate of "Annual License Fee " in the Financial Bid form in both words as well as figures as given in Annexure-6. If there is a discrepancy between words and figures, the amount in words shall prevail. Combined rates (of both schedules i.e. A+B) would be considered for evaluation of the bid for each individual station. Revenue sharing from advertisement with MCD/other civic agency, if applicable/demanded, would be borne by DMRC for the rate quoted in schedule 'A' only.

10.2 The offer of Bidder, who does not fulfil the Eligibility criteria, may be summarily rejected. The time of opening of Financial Bid shall be informed separately to the eligible Bidders and eligible Bidders can be present to witness the opening of the Financial Bid.

10.3 To facilitate evaluation of Bids, DMRC may, at its sole discretion, seek clarifications inperson/writing from any Bidder regarding the rationality of the quoted Bid.

10.4 Selection of Bidder who qualify the Eligibility Criteria:

- a) The bidder shall quote the Amount of fixed Annual License Fee in Rupees for Semi-Naming Rights for the Selected Metro Station in which the bidder is interested, in both words as well as figures as given in Annexure-6. If there is a discrepancy between words and figures, the amount in words shall prevail. The bidder who quotes the highest amount of fixed Annual License Fee for the particular station shall be considered for granting Semi-Naming Rights for that particular station, after assessment by DMRC.
- b) After selection, Letter of Acceptance (the "LOA") shall be issued, in duplicate, by DMRC to the Selected Bidder and the Selected Bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in token of unconditional acceptance of LOA and

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acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, DMRC may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as Damages on account of failure of the Selected Bidder to unconditionally accept the terms of LOA.

- c) Selected Bidder is required to pay the due License fee along with the required Interest Free Security Deposit / Performance Security as stipulated in Chapter-3 & 6 of this RFP document within thirty days (30) of issue of Letter of Acceptance without consideration of any interest and upto 45 days with 2% flat interest on balance unpaid amount. If the selected bidder fails to pay the required dues as mentioned in LOA within 45 days of issue of LOA, the Letter of Acceptance shall stand cancelled and amount of bid security shall be forfeited by DMRC. The bidder voluntarily and unequivocally agrees not to seek any claim, compensation, damages or any other consideration, whatsoever on this account.
- d) After acknowledgement of the LOA and deposit of dues as mentioned above, the Selected Bidder shall execute the License Agreement within the period prescribed in RFP document. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the License Agreement.

## **11 Fraud and Corrupt Practices**

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

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

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

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

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

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

## **12 Miscellaneous**

- 12.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at New Delhi shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- 12.2 DMRC, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- a) suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
  - b) consult with any Bidder in order to receive clarification or further information;
  - c) retain any information and/ or evidence submitted to DMRC by, on behalf of, and/ or in relation to any Bidder; and/ or
  - d) Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- 12.3 It shall be deemed that by submitting the Bid, the Bidder agrees and releases DMRC, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.
- 12.4 The RFP and License Agreement are to be taken as mutually explanatory and, unless otherwise expressly provided elsewhere in this RFP, in the event of any conflict between them, the priority shall be in the following order:
- (a) License Agreement
  - (b) RFP Document;
- i.e. the License Agreement above shall prevail over RFP Document.
- 12.5 The Licensee shall preferably make payment of all dues including Annual License fee, elec. to DMRC Ltd by E Mode i.e. RTGS/NEFT after obtaining prior approval of DMRC and following the laid down procedure.



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

The following 5 Stations are proposed to be given for Semi-Naming Rights.

<b>SL. no.</b>	<b>Station name</b>	<b>Line</b>
1	Pitampura	1
2	Azadpur	2,7
3	Vishwavidyala	2
4	Dwarka Sector-14	3
5	Pragati Maidan	3
6	Dwarka Sector-10	3

**Note :**

**Bidder's request for SNR rights for any other station in Delhi/New Delhi can also be considered depending on feasibility of the proposal, through the tendering process.**

- (i) Branding of station building outside & inside colouring of the station building in/with Brand Colours of the One/Same Brand whose name has been allowed for prefix/suffix at that station.
- (ii) Maximum 100 sq mtrs of branding/advertisement space on the outside Facade/civil structure of the station for the same/ONE Brand only.

Annexure-2

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

No:

Dated:

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

Sub: **Bid for Semi-Naming Rights at Selected Metro Stations in Delhi,**

Dear Sir,

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

1. I/ We acknowledge that DMRC will be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the Licensee for the aforesaid subject, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.
2. This statement is made for the express purpose of our selection as Licensee for the aforesaid subject. I/ We shall make available to DMRC any additional information it may find necessary or require to supplement or authenticate the Bid.
3. I/ We acknowledge the right of DMRC to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
4. I/ We declare that:

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- (a) I/ We have examined and have no reservations to the Bidding Documents, including Addendum / Corrigendum, if any, issued by DMRC; and
  - (b) I/ We do not have any conflict of interest in accordance with provisions of the RFP document; and
  - (c) I/ We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as stipulated in the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with DMRC; and
  - (d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
5. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the above subject, without incurring any liability to the Bidders, in accordance with provisions of the RFP document.
  6. I/ We acknowledge and undertake that I/We fulfil the Eligibility Criteria. I/We have enclosed necessary documents in support of the Eligibility Criteria in the manner prescribed in RFP document.
  7. I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by DMRC in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned subject License and the terms and implementation thereof.
  8. In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into a License Agreement in accordance with the draft that has been provided to me/us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
  9. I/ We have studied all the Bidding Documents carefully and also surveyed the DMRC stations. We understand that except to the extent as expressly set-forth in the License Agreement, we shall have no claim, right or title arising out of any

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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 semi naming licensing rights as mentioned in above subject is not awarded to me/us or our Bid is not opened or rejected.
12. The Financial Offer has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, draft License Agreement, addenda /corrigenda, our own estimates of costs and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of the project.
13. I/ We agree and undertake to abide by all the terms and conditions of the RFP document.
14. I/We agree and undertake to be jointly and severally liable for all the obligations of the Licensee under the License Agreement for the License period in accordance with the Agreement.
15. I/ We shall keep this offer valid for 180 (one hundred and eighty) days from the Bid Due Date specified in the RFP.
16. I/ We hereby submit bid documents i.e. RFP documents and Draft License Agreement duly signed on each page as token of unconditional acceptance of all terms and conditions set out herewith.
17. I/ We hereby submit bid documents i.e. RFP documents and Draft License Agreement duly signed on each page as token of unconditional acceptance of all terms and conditions set out herewith.

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

18. I / We declare that the submitted RFP documents are same as available on DMRC's website. I / We have not made any modification / corrections / additions etc. in the RFP Documents. I / We have checked that no page is missing and all pages are legible and indelible. I / We have properly bound the RFP Documents. In case at any stage, it is found that there is any difference in the downloaded RFP Documents from the original RFP Documents available at DMRC's website, DMRC shall have the absolute right to reject my/ our bid or

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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 Faithfully

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

**Place:** Name and seal of Bidder

**Details of the Bidder**

1. (a) Name :
- (b) Country of incorporation :
- (c) Address of the corporate headquarters :
- (d) Address of registered office in India :  
(in case of foreign Companies)
2. Details of individual(s) who shall serve as the point of contact/ communication for DMRC within the Company:
  - (a) Name :
  - (b) Designation :
  - (c) Company :
  - (d) Address :
  - (e) Telephone Number :
  - (f) Fax Number :
  - (g) E-Mail Address :
3. In case of JV:
  - a. The information above (1 & 2) shall be provided for all the members of the JV.
  - b. Information regarding role of each member of JV:

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

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

**Power of Attorney of Bidder**

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

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

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

For

\_\_\_\_\_

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

**Note: -**

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*

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

**Certificate of Statutory Auditor with regard to Eligibility of the Bidder**  
(On the Letterhead of the Statutory Auditor)

We have verified the relevant statutory and other records of M/s \_\_\_\_\_  
[Name of Bidder], and certify that the average annual turnover of M/s \_\_\_\_\_  
(Name of the Bidder) in the last 3 completed financial year is Rs. \_\_\_\_\_.

Year wise details of Gross Annual Turnover are as under:

Name of Bidder or member of JV/SPV	Gross Turnover		
	2012-13	2013-14	2014-15
Name of Bidder or 1 <sup>st</sup> member of JV			
2nd member of JV			
3rd member of JV			
TOTAL			

Name & address of Applicant's Bankers:

**Signature and Seal of the  
Statutory Auditor clearly  
indicating his/her membership  
number**

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



**Financial Bid**

(To be submitted by the Bidder online through e-tender)

1. **Name of the Tender:** RFP for Semi-Naming Rights at Selected Metro Stations in Delhi
2. **Period of License:** Ten(10) years, with lock-in period of 2 (two) years.
3. I / We hereby offer the following Amount of fixed Annual License Fee in Rupees for Semi-Naming Rights for the Selected Metro Station as specified below, payable to DMRC as per terms and conditions of this tender.
- 4.

SL. no.	Station name	Line	Amount of fixed Annual License Fee (in Rupees for each station)					
			Schedule A: 100 sqm of branding/ advertisement space			Schedule B: Semi Naming Rights for 10 years		
			Annual quote for Schedule A ( in figure)	Annual quote for Schedule A ( in words)	Annual quote for Schedule B ( in figure)	Annual quote for Schedule B ( in words)	Total Annual Quote for schedules (A+B) for the station (in figure)	Total Annual Quote for schedules (A+B) for the station (in words)
1	Pitampura	1						
2	Azadpur	2&7						
3	Vishwavidyala	2						
4	Dwarka Sector- 14	3						
5	Pragati Maidan	3						
6	Dwarka Sector- 10	3						

**Signature, Name, Designation& Seal of the Bidder**

**Date:**

**Place:**

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

**UNDERTAKING FOR DOWNLOADED TENDER DOCUMENT**

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

Company Name \_\_\_\_\_

Name\_\_\_\_\_

Signature\_\_\_\_\_ Date: \_\_\_\_\_

Postal Address \_\_\_\_\_

E-Mail ID \_\_\_\_\_

Phone \_\_\_\_\_ FAX \_\_\_\_\_

Company Seal: