

DELHI METRO RAIL CORPORATION LIMITED



**Request for Proposal for
Exclusive Advertising Rights
Inside Selected Metro Rail stations on Line No.3&4 of DMRC Network
i.e. From Barakhamba Road to New Ashok Nagar (Excluding Akshardham)
and Laxmi Nagar to kaushambi
(RFP – DMRC/PB/416M0012/ID)**

January-2017

Delhi Metro Rail Corporation Ltd.

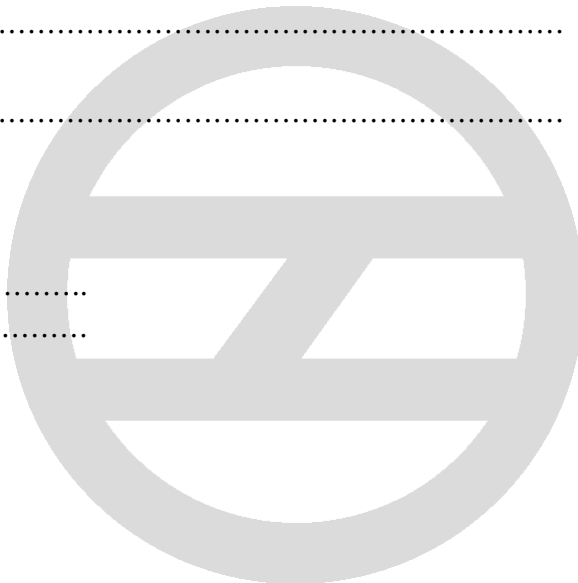
Metro Bhawan
Fire Brigade Lane, Barakhamba Road
New Delhi-11 00 01
India

**Bid Document for
Proposal for Exclusive Advertising Rights
Inside Selected Metro Rail stations on Line No. 3&4 in DMRC Network
i.e. From Barakhamba Road to New Ashok Nagar (Excluding Akshardham)
and Laxmi Nagar to kaushambi**

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

SN	Item of Content	Page No
1	Contents	3
2	Definitions	4
3	Notice Inviting Tender	6
4	Instruction to Tenderers	12
5	Objective and Scope of Exclusive Advertisement Rights Inside Selected Metro Stations	24
6	General Terms for Exclusive Advertisement Rights Inside Selected Metro Stations	28
7	Submission of Bids by Bidders	35
8	Evaluation of Bids	38
9	Fraud and Corrupt Practices	40
10	Miscellaneous	42
11	Annexures	
	Annexure-1: List of existing Stations where Exclusive Advertisement Rights are proposed	44
	Annexure-2: Letter Comprising Bid	45
	Annexure-3: Details of Bidder	48
	Annexure-4: Power of Attorney of Bidder	49
	Annexure-5: Certificate of Statutory Auditor with regard to Eligibility of Bidder	50
	Annexure-6: Financial Bid Format	51
	Annexure-7: Undertaking for Downloading Document	52
	Annexure-8: Undertaking for not banned by any Govt. organization/PSU/etc.	53

2. Definitions

- a) **“Advertisements”** or **“Advertising”** means display of any advertisement material including pictures, printed material, electric / electronic media, smart posters, holographic images, visual display or any other innovative advertising media, etc which are not objectionable or prohibited under various statutes, codes, policies, etc as applicable from time to time. (except audio advertising)
- b) **“Agreement”** means the License Agreement to be executed between DMRC and the Selected Bidder.
- c) **“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.
- d) **“Bidder”** means any entity which is a 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.
- e) **“Bid Security”** means the refundable amount/EMD to be submitted by the Bidder along with RFP documents to DMRC
- f) **“Commencement Date”** means the date of commencement of License Agreement as defined in RFP document.
- g) **“License”** means the Advertising rights granted by DMRC to the Selected Bidder for exclusive advertisements rights at inside selected Metro Stations of Line 3&4 of DMRC network, under terms and conditions of the License Agreement.
- h) **“Licensee”** means the Selected Bidder, who has executed the License Agreement with DMRC pursuant to the conclusion of the bidding process.
- i) **“License Fee”** means the amount payable by the Licensee to DMRC for advertisement space as per terms and conditions of the License Agreement.
- j) **“License Period”** means a period of nine (9) years starting from the date of handing over of first lot of Metro stations.

- k) **“DMRC”** mean Delhi Metro Rail Corporation Limited, a joint venture of Govt. of India and Govt. of National Capital Territory of Delhi incorporated under the Companies Act, 1956.
- l) **“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.
- m) **“Places available for advertisement” or “Advertising Spaces”** means DMRC Metro Stations premises where advertisement sites are approved by DMRC, as given in Annexure 1.
- n) **“Selected Bidder”** means the bidder who has been selected by DMRC, pursuant to the bidding process for award of the License.



3. Notice Inviting Tender

- 3.1 The National Capital Region (NCR) includes the Indian Capital [New Delhi](#) along with its satellite towns and is the most populous urban agglomeration in India. Delhi/New Delhi with a total population nearing 17 million residents is the 10th most populous city in the world and is the 7th largest urban agglomeration in the world with a population of around 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 of a world class MRTS to provide a technology driven world class MRTS for Delhi and the neighboring satellite towns, the first section of Phase-I of DMRC was made operational on 25-12-2002. DMRC has since completed the construction of Phase-I, Phase-II, network comprising of 158 stations and a network of around 213 km and has already put them under operation, and the Phase-III of the Delhi Metro System is operational in some phases and is fast nearing completion. As of today, DMRC network comprises of six operational lines, along with the Airport Express Line with a ridership of more than 3.2 million commuters per day..
- 3.2 DMRC invites bid from suitable participants who may be 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) or consortium, for selection of Licensee for grant of exclusive Advertisement Rights inside the selected metro stations to design, procure/manufacture, install, manage, operate, market and sell advertising spaces inside the Selected Metro Stations of Line- 3 & 4 in DMRC network as mentioned in detail in Annexure-1 of This RFP. 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 the proposed advertisement arrangements and all activities necessary in this regard.
- 3.3 DMRC has adopted a single-stage two packet Bidding Process through Open E-Tender for selection of a suitable highest bidder to grant Exclusive Advertising Rights Inside Selected Metro Stations in DMRC Network on Line- 3 & 4, as detailed in Annexure-1.
- 3.4 Request for Proposal Document (non-transferable) can be downloaded from the web site <https://eprocure.gov.in/eprocure/app> . Cost of RFP Document (Non-

refundable) is Rupees Twenty 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 commercial bank/ Indian Branch of foreign bank in favour of "Delhi Metro Rail Corporation Ltd" payable at New Delhi.

3.5 Addendum/Corrigendum, if any, will be placed on DMRC website only from time to time. RFP/DLA document can also be downloaded from the website <https://eprocure.gov.in/eprocure/app> and may be submitted along with the document cost at the time of submission of RFP bids. The bidder will also be required to submit the cost of RFP document/Tender doc and EMD as per the time schedule specified below. Late/ delayed RFP received/uploaded after the stipulated date and time of submission of RFP shall be rejected out rightly. A bidder who does not submit the cost of tender document/EMD in physical form as given below, is liable to be rejected.

3.6 Schedule of Bidding Process for RFP

1.	Sale of Tender Document	From 27-01-2017 to 22-02-2017 (up to 16:00 hrs) on e-Tendering website https://eprocure.gov.in/eprocure/app For further information on this regard bidders are advised to contact on 23417910-12 (Ext: 534776), For technical queries related to Central Procurement Portal, Help Desk No: 0120-4200462, 0120-4001002, 011-23417910/12, Extn. No. 534318
2.	Cost of Tender Document (Non-Refundable)	Non-refundable Rs. 21,000/- (Rs.20,000/- + 5% DVAT) Cost of Tender Document shall be acceptable in the form of Demand Draft / Banker's Cheque in favour of 'DMRC Ltd.' payable at New Delhi.
3.	EMD/Bid Security	Rs. 16,00,000/- (Rupees Sixteen Lakhs only) , in the form of a Demand Draft / Banker's Cheque only in favour of 'DMRC Ltd.' payable at New Delhi, drawn on a scheduled Commercial Bank.
4.	i) Authority and place for submission of Cost of Tender Document and Bid Security in original physical form ii) Due date & Time for submission of (i) above	i) Office of Dy. Chief Engineer/ Property Business-II, 4 th Floor, B Wing, Metro Bhawan, Fire Bridge Lane, Barakhamba Road, New Delhi-110001. ii) 22-02-2017 up to 16:00 hrs
5	Pre-Bid meeting	06-02-2017 at 14:30 hrs at 4 th floor, Metro Bhawan
6	Last Date of receipt of written queries(if any) by DMRC	06-02-2017 (till 17:30 hrs), can be e-mailed to: chandanjauhar@dmrc.org pallavi_15289@dmrc.org rajiv-kumar@dmrc.org

7	DMRC's response to queries by	09-02-2017
8	Time of submission of Bid at e-portal	From 13.02.17 (09:30 hrs.) to 22-02-2017 (till 1600hrs)
9	Date & Time of Opening of Technical Bids online	23-02-2017 at 1600hrs
10	Validity of Bid	Up to 180 days from the last date of submission of tender.

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	Advertisement spaces at inside Stations to be handed over to Selected Bidder	Within 10 days of making the full due payments in accordance with LOA.
3	Signing of License Agreement	Within 30 days after date of handing over of the Station(s).
4	Payment of Advance 1 st quarterly fees	Within 75 days from date of handing over of the station, as per clause 8.4 (e) of RFP

3.8 **Eligibility Criteria:-**

- (a) Bidders shall have a minimum annual average Gross turnover of Rs. 5.52 crores/- (i.e aggregate gross turnover of Rs. 16.56 crores) in last 3 (three) audited financial statements/years [i.e. 2013-2014, 2014-2015, 2015-2016] duly certified by a Chartered Accountant with stamp and signature. Here, gross turnover shall mean turnover from all sectors(s) of Advertisement business(es) only. The bidder shall upload audited financial statements including profit/loss account of above mentioned last three financial years.

In case audited balance sheet of the last financial year is not made available by the bidder, they have to submit an affidavit along with certificate from chartered accountant certifying that 'The balance sheet for 2015-2016 has actually not been audited so far'. In such a case the financial data audited of financial year 2012-2013 may be submitted, which will be taken into consideration for evaluation. If audited balance sheets of last three preceding years other than the last financial year are not submitted, the bid shall be considered as non-responsive and shall not be evaluated.

In case of a Bid by a JV/Consortium of firms, following shall be abided by their members:

- (i) For the purpose of evaluation of the consortium, each member's contribution towards the turnover shall be considered in the same ratio of their equity participation in the consortium. (Illustration: Say If 'A' and 'B' are two members of

- JV/Consortium. 'A' is having 70% equity holding in JV and 'B' is having 30% equity holding in JV. In such a condition, 70% of 'A''s total turnover and 30% of 'B''s total turnover will be taken into consideration for evaluation of eligibility of the JV).
- (ii) The Lead Member of the JV/Consortium shall maintain a minimum percentage share of 51% of the aggregate shareholding of the JV/Consortium during full tenure of License Agreement.
 - (iii) Any change in percentage stake of JV/Consortium members without prior written approval of DMRC shall be treated as Material Breach of Contract and Licensee's Event of Default entitling DMRC to encash Security Deposit/Performance Security and /or to terminate the License Agreement after 30 day notice.
 - (iv) Minimum percentage stake of any member in JV/Consortium during license period (including lock-in period) shall not be less than 15%.
 - (v) Partners having less than 26% participation shall be considered as non-substantial partner and shall not be considered for evaluation which means that their eligibility shall not be considered for evaluation of JV/Consortium.
 - (vi) All members of such entity shall be jointly and severally liable for the due performance of License agreement.
- b) The Bidders shall submit along with the RFP Application a bid security of Rs. 16,00,000 (Rs. Sixteen lakhs only) as detailed under clause 1.6 of NIT and clause 3.6 of the RFP document. The payment shall be made in the form of a Demand Draft/ Pay Order drawn on any Indian Scheduled Commercial bank/ Indian Branch of foreign bank in favour of "Delhi Metro Rail Corporation Ltd" payable at New Delhi. The Bid shall be summarily rejected if it is not accompanied **with valid bid security of appropriate amount**. The bid security/EMD in physical form must invariably be submitted to DMRC as given in clause 3.6 (4), failing which the bid is likely to be rejected. The bid security of the selected Bidder shall be adjusted against the 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 its bid at any stage, the Bid Security amount of the bidder shall be forfeited by DMRC.
- c) **Undertaking For not being banned from Business:**
As on date of Tender submission (i) DMRC/MOUD/Delhi-Govt. must not have banned business with the tenderer (any member in case of JV) or (ii) Any Central/state Government department/PSU/Other Government entity or local body must not have banned business with the tenderer (any member in case of JV) which is applicable to all ministries (approved by the committee of economic secretaries, Ministry of Commerce). **The tenderer should submit undertaking to this effect as per Annexure-8**
- d) Bidders are expected to carry out extensive survey of DMRC premises and analysis at their own cost, before submitting their respective Bids for award of the License Agreement. DMRC shall provide necessary permission and assistance to the prospective Bidders in this regard.
- e) The tenderers may obtain further information/ clarification, if any, in respect of these tender documents from the office of Dy.CE/PB-2 Delhi Metro Rail Corporation, 4th floor, Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi -110 001.
- f) The intending tenderers must be registered on e-tendering portal

<https://eprocure.gov.in/eprocure/app>. Those who are not registered on the e-tendering portal shall be required to get registered beforehand. If needed they can be imparted training on 'online tendering process'. After registration the tenderer will get user id and password. On login tenderer can participate in tendering process and can witness various activities of the process. Tender Document can also be downloaded from DMRC's website www.delhimetrorail.com under tab 'Tenders' and subhead 'Property Development & Property Business Tenders' and has to be **submitted online through e-tendering portal <https://eprocure.gov.in/eprocure/app> only.**

- g) The authorized signatory of intending 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 Demand Draft or Pay Order or Banker's Cheque from a Scheduled commercial bank based in India in favour of 'DMRC Ltd.' and payable in New Delhi, 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 number of files can be uploaded is seven. All the uploaded files in tender submission should be named properly and arranged systematically. No special character/space should be there in the uploaded file name.
- l) The bidders are advised to keep in touch with e-tendering portal <https://eprocure.gov.in/eprocure/app> for updates.
- m) After successful completion of tender processing, the Letter of Acceptance to the successful bidder shall be uploaded on the e-tendering portal <https://eprocure.gov.in/eprocure/app> which can be downloaded by successful bidder. LOA would also be E-mailed to the successful bidder.
- n) The bidders are advised to keep in touch with e-tendering portal <https://eprocure.gov.in/eprocure/app> and www.delhimetrorail.com/tenders.aspx for updates.
- o) In case of any grievances/complaints regarding this tender, please contact:

1.) General Manager/ Property Business

Delhi Metro Rail Corporation Limited

2nd Floor, A-Wing, Metro Bhawan, Fire Brigade Lane, Barakhamba Road,

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

2.) Chief Vigilance Officer

Delhi Metro Rail Corporation Limited

1st Floor, A -Wing, Metro Bhawan, Fire Brigade Lane, Barakhamba Road,

New Delhi -110001, Email Id: cvodmrc@gmail.com , Phone No: 011-23418406

Website:<http://www.delhimetrorail.com/vigilance.aspx>

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**



4. INSTRUCTION TO TENDERERS

1. Instructions for Online Bid Submission :

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

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

A. REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link "**Online bidder Enrollment**" on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

B. SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

C. PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document. **The Documents can be submitted in a maximum of seven bifurcated parts.**
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

2. SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should submit the EMD as per the instructions specified in the tender document. The original DD/PO for the EMD and cost of tender doc should be posted/couriered/given by hand in the office of **Dy.CE/PB-II, 4th Floor, B-Wing, Metro Bhawan**, latest by the last date of bid submission or as specified in the tender documents. **The details of the DD/PO, physically delivered/sent, should tally with the details available in the scanned copy and the data entered during bid submission time.** Otherwise the uploaded bid will be rejected.
- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download

the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. **If the BoQ file is found to be modified by the bidder, the bid will be rejected.**

- 6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 7) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) Upon the successful and timely submission of bids (ie after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 9) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

3. ASSISTANCE TO BIDDERS

- 3.1 Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 3.2 Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. Contact : 0120-4200462, 0120-4001002

4. General Instructions to Bidders :

- 4.1 The Bid should be furnished in the formats mentioned at **Annexure 2 to 8**, clearly providing the details for fulfilling **Eligibility Criteria mentioned in clause 3.8 of this RFP**. The Tender documents shall be signed by the Authorised Signatory. The Bidder shall upload all requisite documents as per 4.6 of RFP, along with Tender documents (i.e NIT, RFP, DLA, corrigendum/Addendum etc.) **in a maximum of seven bifurcated parts.**
- 4.2 Bidders are required to deposit non-refundable Cost of Tender Document (as specified in Notice Inviting Tender) along with its Bid. The Cost of Tender Document in physical form 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.

4.3 Bid Security:-

- a) Bidders are required to deposit refundable Bid Security/EMD for the tender (as specified in Notice Inviting Tender) 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, and drawn on a scheduled commercial bank.
- b) The tender cost and Bid Security shall be submitted in physical form in person by the specified date and time in NIT, i.e. latest **upto last date of bid submission, as specified in clause 3.6 of RFP**, 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.
- c) 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 first advance License fee.
- d) If the Successful Bidder withdraws/alter their Bid at any stage, their Bid security shall be forfeited by DMRC.

4.4 Bid Variable: The Bidder shall submit the financial quote (**BOQ**) through e-tendering portal only. The bidder shall quote the rate of license fee per sqm per month "X" for fixed advertisement panels, at the selected metro station of Annexure-1, 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.

4.5 The bid shall be submitted by the bidder in two parts comprising of Technical Bid and Financial Bid. The Technical Bid shall include the details for fulfilling Eligibility criteria as laid down in this tender document. The Financial Bid (BOQ) shall include the financial offer of the Bidder in the format prescribed in **Annexure 6** of this RFP document. Both the Technical Bid and Financial Bid shall be submitted by the Bidder, through E-tendering portal only, by the same due date as mentioned in the Tender Document. The offer of Bidder, who does not fulfil the Eligibility criteria, shall be summarily rejected.

4.6 Technical Bid: The Bidder shall on or before the date and time given in the Notice of Invitation to Tender, upload his Tender on e-tendering portal <https://eprocure.gov.in/eprocure/app>. The Bidder shall upload scanned copies of, subject to minimum of, following documents in Technical Bid-

- a) Tender Document Cost deposit slip: copy of submitted DD
- b) Bid Security submission slip: Copy of submitted DD
- c) Annexure-2 (Letter comprising Bid on Official Letter-head of the Bidder)
- d) Annexure-3 (Detail of the Bidder)
- e) Annexure-4 (Special Power of Attorney of the Bidder, Duly notarised)
- f) Annexure-5 (Certificate of Statutory auditor)
- g) 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 <https://eprocure.gov.in/eprocure/app> and no changes, what so ever, has been made by the bidder. Bids received without the declaration are also liable to be rejected at any stage.
- h) 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.
- i) 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.
- j) Copies of (duly audited and certified by a chartered Accountant) Profit and Loss Account/Balance Sheet (of last three consecutive years, as mentioned in Eligibility criteria of the tender document), the sole proprietor concern or a partnership firm, Annual Report in case of a company as per the companies Act.
- k) Copy of the complete Tender Document including NIT, Request for proposal, 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.

4.7 Financial Bid:- The Financial bid would be submitted online at the E-tender portal only, as per the specific BOQ mentioned in the E-tender portal. The bidder shall quote the rate of license fee **per sqm per month "X"** for fixed advertisement panels, at the selected metro station of Annexure-1. The BOQ format is same as per Annexure-6.

4.8 No Bidder shall submit more than one bid for this RFP document. Notwithstanding anything to the contrary contained in this RFP, the detailed Terms and conditions 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 obligation under the License Agreement. Revenue sharing from advertisement with MCD/ civic agency, from inside advertisement, if applicable, would be borne by DMRC. List of stations detailed in Annexure-1.

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

- 4.10** 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 Site visit and verification of information:** Site visit shall be as per schedule mentioned in NIT. Bidders are encouraged to submit their respective Bids after visiting DMRC stations and ascertaining themselves the site conditions, traffic, location, surroundings, climate, availability of power, water and other utilities for provision of advertisement media, access to station / site, handling and storage of materials, weather data, applicable laws and regulations and any other matter considered relevant by them.
- 4.12** Pre-Bid Conference: - The date and time for Pre-Bid conference of the Bidders has been notified in Notice Inviting Bid/Tender. During course of Pre-Bid conference, the participants may seek clarifications and put suggestions for considerations. DMRC shall endeavour to provide clarifications and such further information as it may consider appropriate and valuable suggestions shall be deliberated upon by DMRC. DMRC's point of view/response to queries shall be uploaded on website. Please note that individual communication shall not be issued to any participant.
- 4.13** It shall be deemed that by submitting a Bid, the Bidder has:
- a) made a complete and careful examination of the bidding documents;
 - b) received all relevant information from DMRC;
 - c) accepted the risk of inadequacy, error or mistake in the information provided in the tender documents or furnished by or on behalf of DMRC relating to any of the matters referred to in TENDER document;
 - d) satisfied itself about all matters, things and information herein above necessary and required for submitting an informed Bid, execution of the License Agreement in accordance with the bidding documents and performance of all of its obligations there under;
 - e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the tender documents or ignorance of any of the matters hereinabove shall not be a basis for any claim for compensation, damages, claim for performance of its obligations, loss/ profits, etc. from DMRC, or a ground for termination of the License Agreement by the Licensee;
 - f) acknowledged that it does not have a conflict of interest; and
 - g) Agreed to be bound by the undertakings provided by it under and in terms hereof.
- 4.14** DMRC shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the Tendering Process, including any error or mistake therein or in any information or data given by DMRC.
- 4.15** 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.

4.16 Amendment of Tender Document:

- a) At any time prior to the Bid due date, DMRC may, for any reason, modify the Tender Document by the issuance of Addendum/ Corrigendum.
- b) Any Addendum/Corrigendum issued hereunder shall be uploaded on DMRC official website i.e. www.delhimetrorail.com and <https://eprocure.gov.in/eprocure/app>
- c) In order to provide the Bidders a reasonable time for taking an Addendum into account, or for any other reason, DMRC may, in its sole discretion, extend the Bid Due Date.
- d) The Bidders are requested to get in touch with official website of DMRC i.e. www.delhimetrorail.com and with <https://eprocure.gov.in/eprocure/app> for all updates on the Tender Document such as addendums, replies to queries, postponement of Bid schedules, etc. No claims or compensation shall be entertained on account of the Bidder having not read/noticed the updates, etc

7.8 Preparation and Submission of Bids

- a) **Format and Signing of Bid:** The Bidder shall provide all the information sought under this Tender Document as per the format.
- b) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document. All the alterations, omissions, additions or any other amendments made to the Bid shall be also digitally signed and uploaded.
- c) The Bidder shall have to submit their Bids (Technical Bid & Financial Bid) online only in electronic format with digital signatures and after uploading the mandatory scanned copy of DD submitted towards cost of Tender Document and towards Bid Security and other documents as required in the Tender Document. The Tender Document Cost & Bid Security must be submitted to DMRC in form of Demand Draft or Pay Order as per stipulated date & time as specified in Notice Inviting Tender.
- d) The Bidders have to produce the original documents as and when required by DMRC. The failure of the Bidder or Licensee to furnish the said original documents will empower DMRC to summarily reject their Bid.
- e) Before submission of online Bids, Bidders must ensure that scanned copies of all the necessary documents have been uploaded with the Bid.
- f) The Bidders should carefully note and ensure the following instructions:
 - That the complete tender Document has been downloaded.
 - 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.
- g) All correspondence shall be addressed to:

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

New Delhi-110001

- h) 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.

i) **Bid Submission Date**

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

4.18 Late Tenders: Tenders have to be uploaded on e-tendering portal <https://eprocure.gov.in/eprocure/app> before the due date and time of tender submission. The tender security/EMD and cost of tender documents shall be submitted in 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/EMD and tender cost being delivered to any other place / person in DMRC (like DAK section/Tapal/Receipt section etc) other than the designated officer and in case it does not reach the designated officer before the dead line for its 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.

4.19 Modification, Substitution and Withdrawal of Tenders: A tenderer may withdraw, substitute, or modify its tender before it has been submitted. No bid shall be modified or withdrawn by the Bidder after the date of submission. Withdrawal of tender during the interval between date of tender submission and expiration of the Tender Validity Period would result in forfeiture of the EMD.

- 4.20 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.
- 4.21** All information covering the purpose of the license, details of space available etc. may be downloaded from the www.delhimetrorail.com or <https://eprocure.gov.in/eprocure/app>
- 4.22** This Tender Application Form does not purport to contain all the information that each Applicant may require. Applicants are requested to conduct their own investigations, site visit and analysis and to check the Accuracy, reliability and completeness of the information in this Tender Application Form before participating in the tender process. DMRC Ltd. makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the Tender Document. Information provided hereunder is only to the best of the knowledge of DMRC Ltd. Applicants are required to read carefully the contents of this document & to provide the required information. Applicants may be single firms or may be members of a consortium.
- 4.23** 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. **Copy of Letter of acceptance awarded to the successful tenderer will be E-mailed to them directly.** Applicants will deem to have understood and agreed that no explanation or justification of any aspect of the selection process will be given by DMRC and that DMRC's decisions are without any right of appeal/litigation, whatsoever. Applicants are advised that the selection process will be entirely at the discretion of DMRC.
- 4.24** 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.*
- 4.25** 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 <https://eprocure.gov.in/eprocure/app>

- 4.26 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 <https://eprocure.gov.in/eprocure/app>. 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 -7 of RFP, must be submitted stating that the tender document has been downloaded from official website of e-tendering portal <https://eprocure.gov.in/eprocure/app> and no changes, what so ever, has been made by the bidder. **Bids received without the declaration are also liable to be rejected at any stage.**
- 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/EMD shall be considered as non – compliant and shall be 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.Chief Engineer-** Property Business, DMRC, 4thfloor, 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 E- financial bid 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 as 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 E-bid (Financial quote-BOQ) 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 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. The bidder who is technically eligible and quotes the highest amount of fixed monthly License Fee "X" (i.e H1) for the

particular station shall be considered for granting of Advertising at that particular station, after assessment by DMRC.

Single financial quote as per format in BOQ, will be the criteria for Financial bid evaluation. 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. 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 <https://eprocure.gov.in/eprocure/app>. Any queries or request for additional information concerning this RFP Document shall be considered only if it is submitted in writing.

4.30 Disclaimer

- a) This RFP is an invitation by DMRC to the Bidders for participation in the bidding process for selection of Licensee. This RFP is provided with information that may be useful to bidders in making their financial offers (Bids) pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by DMRC. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require to prepare their bid. Each Bidder should, therefore, conduct its own investigations, enquiries and analysis and should also check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice/guidance from appropriate sources/experts while preparing their bids.
- b) Information provided in this RFP to the Bidder(s) is on a general range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. DMRC does not accept any responsibility or liability for the accuracy or otherwise for any interpretation or opinion on law expressed herein.
- c) DMRC may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP. DMRC, its employees and advisors/consultants make no representation or warranty and shall have no liability or responsibility to any person, including any Bidder under any law, statute, rules or regulations for any loss, damages, cost or expense which may arise from or be incurred or suffered on

account of anything contained in this RFP or otherwise arising in any way for participation in this Bid Stage.

- d) The issue of this RFP does not imply that DMRC is bound to select a Bidder for the Exclusive Inside station Advertisement Rights and DMRC reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever. Bidders shall bear all its costs associated with or relating to the preparation and submission of its Bid. Bidders are expected to carry out extensive study and analysis at their own cost, before submitting their respective Bids for award of the License Agreement/contract. Any queries or request for additional information concerning this RFP Document shall be considered only if it is submitted in writing.



5. Objective and Scope of Exclusive Advertisement Rights Inside Selected Metro Stations

Objectives of License Agreement: Objectives of License Agreement are set herewith:

- a) Contribute to the aesthetical view of the specified/selected Delhi Metro Stations through high quality advertising display comparable to those at world class Airports & Metros Railways and other leading destinations.
- b) To augment non-operational revenue of DMRC through advertisements.
- c) Position Delhi Metro as a most sought after location for advertising.
- d) Provide value to the Corporate who advertises in Delhi Metro network.
- e) To promote Delhi Metro as the gateway to Tourism in Delhi by highlighting Delhi's heritage and cultural beauty& sights.

5.1 Scope of Exclusive Advertisement Rights for Bidders

The selected Bidder shall have exclusive rights to design, procure / manufacture, install, manage, operate, maintain, market and sell advertising opportunities inside the Selected Delhi Metro stations subject to the terms and conditions specified in the License Agreement/ Tender documents.

Licensee shall be responsible for the following activities:-

- a) Preparation of an advertising plan for each station which must clearly earmark exact locations and type of advertisement planned for each advertising site and other relevant details will be required to be submitted to DMRC for prior approval. DMRC shall consider the plan with respect to aesthetics, operational feasibility, and safety and security concerns and may thereafter accord approval for the same in writing. If the part of plan is not approved by DMRC, Licensee is required to submit revised plan for approval. All/any further modification/ revision in advertisement plan shall have to be pre-approved by DMRC Ltd.
- b) Designing of all advertising units / structures to complement station architecture for advertising sites.
- c) Procurement, fabrication, installation & erection of advertising units. Advertisement inventory shall include spaces inside selected metro stations only and no advertisement shall be allowed on outer side/civil structure of the metro stations. Advertisement spaces inside selected metro stations may include all possible spaces including staircases, escalators, platform screen doors, turnstile, frisking panels / equipments, fixed / moveable panels, floor

or roof branding, logo on roof, elevator spaces, smart posters, visual display by electronic media **(without audio)**, projectors/holography or any other innovative advertisement media, etc. Advertisement inventory shall include smart posters, QR codes/graphics, canopy, etc to advertise the e-commerce activities for generating business opportunities through on-line or off-line shopping. Licensee is expected to provide certain display area for e-commerce at each of the station. The maximum area available for advertisements at each station shall be 500 sqm except at interchange station where it shall be 750 sqm. Licensee shall accordingly prepare the plan for approval of DMRC.

- d) Appoint an architect to interact with nodal DMRC representative to bring clarity in understanding of spaces, to coordinate and implement decisions taken.
- e) Operate, manage and maintain the entire advertisement plans/spaces.
- f) Management of sales & marketing of the advertising spaces within stations including providing adequate professionally trained manpower.
- g) Design of themes depicting Delhi's culture and its natural beauty and tourism potential/sights of Delhi for display at the advertising sites as per the tender conditions.
- h) Promote DMRC amongst India's top three Destination Brand for Advertising.
- i) Create new innovative advertising opportunities inside selected metro stations including Experiential Marketing, advertisements by visual aids, smart posters for use in e-commerce for on-line or off-line shopping purposes, etc.
- j) Obtain all the statutory/ required approvals, permits, etc from all competent and required authorities, including different tiers of government, statutory, local, civic authorities, etc. at its own cost.
- k) Comply with all statutory requirements in connection with the License Agreement.
- l) Ensure regular and timely payments of all amounts due to DMRC and discharge all obligations as per License Agreement.
- m) Payment of all statutory taxes including Service Tax/GST, local levies, statutory dues, etc as applicable and as and when due.
- n) Service tax on advertisement as per applicable rates will be charged extra, along with License Fess. The present rate of Service Tax is 15%. Any further

revision in rates, from time to time, will also be applicable. Any change in TAX structure like introduction of GST will also be applicable.

- 5.2 **Route / Section Available For Exclusive Advertisement Rights Inside Selected Metro Stations** : The selected Metro Station as per Annexure-1 on Line- 3 & 4 of DMRC network from Barakhambha Road to New Ashok Nagar (excluding Akshardham metro station) and Laxmi Nagar to Kaushambi with its future extensions, if any, of DMRC network are proposed to be given for Exclusive Inside Advertisement Rights.
- 5.3 Metro stations where Licensee shall have Exclusive Inside Advertisement Rights, subsequent to issue of Letter of Acceptance (LOA) and handing over of the station, are given at Annexure-1 of this document.
- 5.4 DMRC reserves its right to withdraw any station listed in Annexure 1. However, DMRC shall exercise the option of withdrawal of station(s) sparingly and after due consultation with the Licensee. The Licensee hereby voluntarily and unequivocally agrees not to seek any claim, damages, compensation or any other consideration, whatsoever on this account. The Licensee shall vacate the premises of such stations within a period of 30 days from such intimation. Additional station(s) on this line, if any, other than those listed in Annexure 1 may also be handed over by DMRC to the licensee for exclusive advertisement rights (minimum area chargeable for advertisement at each of these stations shall be 100 sqm) and DMRC's decision in this regard shall be final and binding. The license fee for such stations shall commence after 75 days from the date of handing over of these stations on same terms & conditions. The tenure of the license period for the additional stations/spaces if any shall be co-terminus with this license agreement.
- 5.5 The Licensee shall have to earmark up to 5% of total advertisement spaces at each station, acceptable to DMRC, for carrying out social marketing activities or social messages by DMRC in consonance with its extant CSR policy. Cost for printing advertisements with regard to social marketing activities or social messages shall be borne by DMRC.
- 5.6 The Licensee would ensure that all panels are having displays mounted on them. The Licensee would occupy the panels already reserved or else they have to display DMRC messages along with their contact details etc. so as to present an aesthetic look of the station. The price quoted should be inclusive of filler with DMRC messages. DMRC can impose penalties for non-compliance of the above

as per clause 13.6 of DLA.

5.7 Exception to Exclusivity : (In indoor advertisement)

- I. To the contractor/Licensee handling the Operations and Maintenance of Cycle stands and Toilet blocks shall be allowed to display the commercial advertisement (15 sqm maximum for each facility/station) on their structures.
- II. The DDIS (Dual display Information system) for an area not exceeding 10 sqm (inside) where in digital media signage/ DMRC messages at ticket counters (TOM, CCC, TVM, etc.) through LED, etc. shall be exempted from the exclusivity of indoor advertisement. In this advertisement rights shall be provided to the licensee of DDIS on time sharing basis.
- III. The Advertising licensee shall not be provided rights for advertising through wi-fi, mobile/radio signals on advertisement media not installed/owned by them, viz. mobile, tablet, etc. of commuters, DMRC staff etc.
- IV. DMRC may install/create any new inventory, panels, etc. for its partners, etc. without commercial exploitation from the same which may be displaying Artwork/ exhibition corners, other exhibits without any commercial consideration to the licensee. This space will be other than what has been specifically reserved for advertisement licensee.
- V. DMRC may provide Co-Branding Rights at the selected station/stations wherein the selected licensee would be allowed to prefix/suffix the brand name of the approved Brand with the existing name of the station, along with up to 10 sqm of branding space (both inside as well as outside) on civil structure of the station.

6. General Terms for Exclusive Advertisement Rights Inside Selected Metro Stations

- 6.1 Advertisement spaces at specified Metro Stations shall be handed over for advertisements within 10 days from the date of receipt of full payment as stipulated in Letter of Acceptance. The License Fee for stations mentioned in Annexure-1 shall commence from 76th day after the date of handing over of the first advertisement spaces at the selected metro stations by DMRC subsequent to issue of Letter of Acceptance. A 75 day rent free fitment period will be permitted to enable the licensee to prepare the sites.
- 6.2 The License Agreement shall be executed within 30 days after payment of dues as per LOA.
- 6.3** Minimum area for which license fee shall be charged after the fitment period of 75 days shall be as given in Annexure-1 for each metro station handed over for Inside Advertisement Rights. If the Licensee utilizes less than the area given in Annexure-1 at each handed over station, the license fee shall be charged the minimum area as given in Annexure-1, and the extra/balance/unutilized area shall be charged at the rate 'X' (i.e the successful rate of the bid per sqm per month) for fixed panels. The licensee can however utilise additional area more than the specified minimum area for advertising purposes at any of the selected stations. The maximum area for advertisements at each selected metro station shall be 500 sqm except at interchange station where it shall be 750 sqm. Licensee shall prepare the plan for approval of DMRC. **The additional area over and above as given in Annexure-1 at each station shall be charged after 15 days from date of approval of plan by DMRC or actual date of installation, whichever is earlier.**
- 6.4 **Bid Variable:** The bidder shall quote the rate of license fee per sqm per month "X" for fixed advertisement panels, at the selected metro stations as per Annexure-1, 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.
- 6.5** The licensee can utilise any format of advertisement including and not limited to backlit panels, scrollers, floor branding, roof branding, digital display, etc. The bidder shall quote the rate of **license fee per sqm per month "X"** for fixed advertisement panels. **The rate of License Fee per sqm per month 'X' shall be**

escalated and increased by 20% after every three years on compounding basis.

- a) The rate 'X' is applicable for all types of format of advertisement at the stations except digital display but including floor branding and shall be **equal** to the rate "X" quoted above.
 - b) If the licensee utilises Digital Advertisement Display in the form of LCD / LED screens, Video Wall, etc. (but without audio), the rate of license fee shall be **three times** the rate "X" per sqm per month, quoted by the bidder.
 - c) If the licensee utilises floor branding as advertisement display, the rate of license fee shall be at the rate "X" quoted by the bidder.
- 6.6 The License Fees shall be payable in advance on quarterly basis to DMRC, by the last date of the previous running quarter. The re-conciliation of license fee and other dues shall be carried out on half-yearly basis. Based on re-conciliation, the adjustment of license fee payable to DMRC shall be carried out along with payment of License Fees of next quarter.
- 6.7 Mode of Payment : The licensee shall preferably make payment of the license fee and other dues to DMRC by E-Mode i.e RTGS/NEFT for credit of the designated account of DMRC Ltd. after obtaining prior approval of DMRC and complying with the laid down procedure in this regard. The license fee may also be paid by DD/PO in favour of DMRC Ltd. and payable at New Delhi and drawn on a scheduled commercial bank.

6.8 Interest Free Security Deposit / Performance Security:

6.8.1 The Licensee shall pay and deposit Interest Free Security Deposit / Performance Security with DMRC in advance equivalent to 6 months Annual License Fee calculated as per the minimum area of advertisement detailed in Annexure-1. **The Interest Free Security Deposit shall be escalated at 20% after every three years on compounding basis.** The Interest Free Security Deposit shall remain unchanged for a variation of (+/-) 10% from the minimum tendered area as per Annexure-1 of RFP and DLA.

6.8.2 The Interest Free Security Deposit / Performance Security shall be accepted in

the following form:

- a) Bank Draft/Pay Order in favour of "Delhi Metro Rail Corporation Ltd", payable at New Delhi & issued from from a Scheduled Commercial Bank based in India, or
- b) Fixed Deposit Receipt of a Scheduled Commercial Bank based in India and issued from a branch in Delhi and duly pledged in favour of DMRC, styled as DMRC Ltd. A/c (Licensee)
- c) Irrevocable Bank Guarantee in the prescribed format (Annexure-4 of DLA) to be issued by the State Bank of India or any other Nationalized Bank or other Scheduled Commercial Banks, acceptable to DMRC and issued and payable by branches located in Delhi/New Delhi. The Bank Guarantee shall be valid for at least three years. The Bank Guarantee shall be renewed/ extended every three years before expiry of earlier Bank Guarantee, failing which the previous Bank Guarantee shall be invoked/en-cashed by DMRC without any prior intimation to the licensee. For last year of license period, the Licensee shall submit the Bank Guarantee valid for remaining license period plus six months and shall renew it, if required, till the final settlement of all accounts failing which the Bank Guarantee of the Licensee shall be invoked and en-cashed by DMRC Ltd. without any prior intimation to the licensee.
- d) The scheduled commercial Bank issuing the above bank guarantee must be on the SFMS (structured financial messaging system) platform. A separate advise of the BG shall invariably be sent by the issuing bank to the designated bank of DMRC, through SFMS and only after this the BG shall become operative and acceptable to DMRC. It is therefore in the interest of licensee to request the BG issuing bank to send advise of the BG through SFMS. DMRC's designated bank at present for advising of bank guarantee through SFMS is detailed as under:

ICICI BANK Ltd.

9A, PHELPS BUILDING

CANNAUGHT PLACE, NEW DELHI-110001

IFSC CODE: ICIC0000007

- e) 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.

f) Interest free security deposit/performance Security is to be paid in the following form. Interest Free Security Deposit / Performance Security equal to 6 month license fees is to be deposited by licensee to DMRC Ltd. . Minimum of 25% of the amount payable has to be in form of DD/PO in favour of DMRC Ltd. & remaining or 75% in form of Bank Guarantee/ Fixed Deposit Receipt. This is subject to minimum IFSD in form of DD/PO shall be Rs.10 lakhs and remaining part may be in form of BG/FDR.

6.8.3 Interest Free Security Deposit / Performance Security will be refunded after successful completion of the full term of the License period i.e. 9 years from commencement date of License Agreement or in case of surrender of license after two years lock in period as per the provisions of clause 6.8.4 as given below, after adjusting any dues payable to DMRC and after final settlement, without consideration of any interest after completion of agreement.

6.8.4 **Surrender of Contract Agreement :**

a) If the Licensee is desirous of terminating the license hereby created before expiry of the lock-in period of two years, the License Agreement shall deemed to be terminated on the date mentioned in termination/ surrender notice, subject to confirmation by DMRC. In such a case, the balance Interest Free Security Deposit/ Performance Security shall be forfeited in favour of DMRC after adjustment of outstanding dues, if any, payable to DMRC. No grace period shall be provided to licensee in such a case. DMRC may also recover the balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Security, from the other contracts of licensee in DMRC. Balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Security, shall also be recoverable from the licensee before licensee is permitted to remove their establishment(s) or else DMRC will seize their property treating at zero/nil value. DMRC shall be free to dispose-off the said property / goods in whatsoever manner as it deems fit. Licensee shall have no claim for compensation or consideration / damages on this account.

b) The Licensee shall have option to exit from the License Agreement immediately after completion of lock-in period of 2 years. For this, the licensee shall give 180 days prior intimation to DMRC which can be given before completion of the defined lock-in period. [In case lock in period is of 2 years, prior intimation can be given after 1 1/2 years, but option to exit is available only after two years]. In such a case, balance Interest Free Security Deposit/ Performance Security of the

Licensee shall be refunded after adjusting the outstanding dues, if any, payable on the part of Licensee. DMRC may also recover the balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Security from the other contracts of licensee in DMRC. Balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Security, shall also be recoverable from the licensee before licensee is permitted to remove their establishment (s) or else DMRC will seize their property treating at zero/nil value. DMRC shall be free to dispose-off the said property / goods in whatsoever manner as it deems fit. Licensee shall have no claim for compensation or consideration / damages on this account.

- c) If the Licensee is desirous of terminating the license after expiry of lock-in period without serving any intimation period or intimation period shorter than 180days, the agreement shall deemed to be terminated on completion of such improper intimation period. In such cases, the Interest Free Security Deposit/ Performance Security shall be refunded to the Licensee after adjustment of license fee for period shorter than 180 days (notice period) and outstanding dues, if any. DMRC may also recover the balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Security, from the other contracts of licensee in DMRC. Balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Security, shall also be recoverable from the licensee before licensee is permitted to remove their establishment(s) or else DMRC will seize their property treating it at zero/nil value. DMRC shall be free to dispose-off the property / goods in whatsoever manner as it deems fit. License shall have no claim for compensation or consideration / damages on this account.

6.8.5 DMRC reserves the right for deduction of DMRC dues from Licensee's Interest Free Security Deposit / Performance Security for: -

- a) Any penalty imposed by DMRC for violation of any terms and conditions of agreement committed by the Licensee.
- b) Any amount which DMRC becomes liable to the Government/Third party due to any default of the Licensee or any of his director/ employees/ representatives/ servant/ agent, etc.
- c) Any payment/ fine made under the order/judgment of any court/consumer forum or law enforcing agency or any person duly empowered in his behalf.
- d) Any outstanding payment/ claims of DMRC remained due after completion of relevant actions as per agreement.

- 6.9 In case of a joint venture, the Interest Free Performance Guarantee/ security Deposit is to be submitted in the name of the JV. However, splitting of the performance Guarantee/ Security Deposit (while ensuring the performance Guarantee & Security Deposit 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.
- 6.10 **Tenure of License Agreement:** Exclusive Advertisement Rights Inside selected Metro stations shall be for a period of Nine (9) years from the first date of handing over of advertisement spaces/stations unless otherwise terminated by DMRC or surrendered by the Licensee, as per the provisions of the license agreement, at an earlier date. Tenure of the License Period of the stations i.e advertisement spaces handed over subsequently shall be co-terminus with above period irrespective of date of actual handing over.
- 6.11 Availability of advertisement spaces may vary from station to station. However, the license fee shall be levied for the minimum area as given in Annexure-1 for the advertisement spaces at the metro stations handed over or the actual area under possession of Licensee, whichever is more. The licensee may identify additional spaces for advertisement at each station over and above the minimum area mentioned in Annexure-1, which shall be charged on pro-rata basis as per applicable rate of License fee. The maximum available area for advertisement spaces at each station shall be 500 sqm of display area except at interchange stations where it shall be 750 sqm. It is advised that bidders should conduct site visits in order to gauge the potential area available at each of the selected metro stations, as listed in Annexure-1. The additional area will be allotted with the prior written approval of DMRC, subject to availability and feasibility.
- 6.12 The Licensee shall have to earmark and submit in written clearly identifying up to 5% of total advertisement spaces at each station, acceptable to DMRC, for carrying out social marketing activities or social messages by DMRC in consonance with its CSR policy. This inventory must be clearly demarcated at each station, by the licensee
- 6.13 DMRC shall encourage and welcome any new innovative and creative idea for advertising at the advertising sites proposed by the licensee, subject to prior

approval of DMRC. The Bidder may consider lesser number of advertising sites or propose new advertising sites or a different concept of media without audio advertisement, subject to the minimum chargeable area of Annexure-1. All advertising sites / plans proposed by the Licensee are subject to approval from DMRC with regard to operational feasibility, aesthetics, safety & security concerns. DMRC will endeavor to communicate its decision in writing within ten working days of submission of the plan for advertisement to DMRC.

- 6.14 The Service tax/advertisement taxes/any other tax as applicable from time to time, shall also be borne by the licensee along with the license fee. The present rate of Service Tax (including cess) is 15%. Any further revision in rates of Service Tax or change in Tax structure like Inclusion of GST will also be levied at applicable rates.
- 6.15 The property tax applicable, if any, on the property belonging to DMRC shall be borne by DMRC.
- 6.16 At present, DMRC is not liable to share its revenue generated from advertisements inside DMRC Metro stations with local bodies including MCD, etc. However, if DMRC becomes liable to share revenue with local bodies from advertisements Inside Selected Metro Stations in future, then DMRC shall deposit the due share of the shared revenue to local bodies out of its own funds. Licensee shall not be liable to part with any additional amount on this account.
- 6.17 All other statutory taxes, statutory dues, local levies, as applicable (except those mentioned above) shall be charged extra and shall have to be remitted along with the License Fees for onward remittance to the Government. The Licensee shall indemnify DMRC from any claims that may arise from the statutory authorities in connection with this License.
- 6.18 Payment of stamp duty on agreement, if any, to be executed in pursuance of this license Bid shall be borne by Licensee.

7. Submission of Bids by Bidders

- 7.1. No Bidder shall submit more than one Bid for this RFP document. Notwithstanding anything to the contrary contained in this RFP, the detailed terms and conditions as 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.
- 7.2. The Bid should be furnished in the format at Annexure 2-8, 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. The bid documents shall be signed by the Bidder's Authorised Signatory.
- 7.3. **Eligibility Criteria:**
- A.** Bidders should have a minimum annual average Gross Turnover of Rs. 5.52 crore (Rs. Five crore fifty two lakhs only), (i.e. aggregate gross turnover of Rs. 16.56 Crores in last 3 (three) financial years). Here Gross turnover and average annual turnover means turnover from only the advertisement business of the bidder, in last 3 (three) financial years as per the last 3 (three) audited financial statements, to be submitted to DMRC duly certified by a Chartered Accountant with stamp and signature. The bidders shall submit the audited annual reports/financial statements of last 3 years. (In the present case, it shall be for, F.Y. 2013-14, 2014-15 & 2015-16) . In case of JV/consortium, the audited reports of each relevant member of the consortium for last 3 financial years shall be submitted. If audited report for the latest F.Y. (2015-16) is not yet available, then the bidder(s) is required to submit reports for F.Y.2012-13, 2013-14 & 2014-15 along with an affidavit and certificate from the chartered accountant certifying that the balance sheet for F.Y.2015-16 has not been audited so far. 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.
- B.** Eligibility conditions for Joint Ventures (JV)/ Consortium:
- i. For the purpose of evaluation of the Consortium, each member's contribution

- towards the turnover shall be considered in the same ratio of their equity participation in the Consortium. (Illustration: Say If 'A' and 'B' are two members of JV/Consortium. 'A' is having 70% equity holding in JV and 'B' is having 30% equity holding in JV. In such a condition, 70% of 'A''s total turnover and 30% of 'B''s total turnover will be taken into consideration for evaluation of eligibility of the JV).
- ii. The Lead Member of the JV/Consortium shall maintain a minimum percentage share of 51% of the aggregate shareholding of the JV/Consortium during full tenure of License Agreement.
 - iii. Any change in percentage stake of JV/Consortium members without prior written approval of DMRC shall be treated as Material Breach of Contract and Licensee's Event of Default entitling DMRC to encash Security Deposit/Performance Guarantee and or to terminate the License Agreement after 30days notice.
 - iv. Minimum percentage stake of any member in JV/Consortium during license period (including lock-in period) shall not be less than 15%.
 - v. Partners having less than 26% participation shall be considered as non substantial partner and shall not be considered for evaluation which means that their eligibility shall not be considered for evaluation of JV/Consortium.
 - vi. All members of such entity shall be jointly and severally liable for the performance of License agreement.
- 7.4 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.
- 7.5 The Financial Bid shall be opened on a subsequent date after evaluation of eligibility after opening and evaluation of the technical bids received. Financial Bid of only those Bidders whose submissions are found to fulfil the eligibility criteria shall be opened. The offer of Bidder, who does not fulfil the Eligibility criteria, may be summarily rejected. The time of opening of Financial Bid shall be informed separately to the eligible Bidders and eligible Bidders can be present to witness the opening of the Financial Bid.
- 7.6 **Undertaking For not being banned from Business:**
As on date of Tender submission (i) DMRC/MOUD/Delhi-Govt. must not have banned business with the tenderer (any member in case of JV) or (ii) Any Central/state Government department/PSU/Other Government entity or local body must not have banned business with the tenderer (any member in case of JV) which is applicable to all ministries (approved by the committee of economic secretaries, Ministry of Commerce). **The tenderer should submit undertaking to this effect as per Annexure-8.**
- 7.7 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, pertaining to the tender.
- c) accepted any 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 that affect 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 the bidding process if constituent of such/one bidder is also a constituent of another bidder.
- g) Agreed to be bound by the undertakings provided by it under and in terms hereof.

7.8 **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, including all annexures.
- b) The Bidders, should carefully note the following instructions:
 - i. 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.
 - ii. **Uploading of Applications:** Bidder shall upload the Application in the format specified in Annexures together with the documents specified and upload on e-tendering portal.
 - iii. The EMD and Tender cost shall be submitted in physical form as per details mentioned in NIT .
 - iv. 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.

8. Evaluation of Bids

- 8.1 DMRC shall open the Technical Bids on the Due Date of Bid Submission, at the place & time specified in this document and in the presence of the Bidders who choose to attend. DMRC will subsequently examine and evaluate the Technical Bids in accordance with the Eligibility Criteria set out in this RFP document.
- 8.2 The Financial Bid shall be opened on a subsequent date after evaluation of eligibility and opening and evaluation of the technical bids. Financial Bid of only those Bidders whose submissions are found to fulfil the eligibility criteria as stipulated above shall be opened. The offer of Bidder, who does not fulfil the Eligibility criteria, may be summarily rejected. The time of opening of Financial Bid shall be informed separately to the eligible Bidders and eligible Bidders can be present to witness the opening of the Financial Bid.
- 8.3 To facilitate evaluation of Bids, DMRC may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid.
- 8.4 Selection of Bidder who qualify the Eligibility Criteria:
- a) The bidders are required to quote the rate of license fee per sqm per month "X" for fixed advertisement panels in the bid form in both words as well as figures as given in Annexure-6. The bidder who quotes the highest rate of the license fee shall be considered for granting exclusive advertisement rights, after assessment by DMRC.
 - b) After selection, Letter of Acceptance (the "LOA") shall be issued, in duplicate, by DMRC to the Selected Bidder and the Selected Bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in token of acceptance and acknowledgement of LOA. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, DMRC may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as Damages on account of failure of the Selected Bidder to unconditionally accept the terms of LOA and the LOA may be cancelled. **A copy of LOA will also be sent/emailed to successful bidder.**
 - c) Successful Bidder is required to deposit the required Interest Free Security Deposit / Performance Security within thirty days (30) of issue of Letter of Acceptance. If the successful bidder fails to deposit the required dues as mentioned in LOA within 30

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.
- e) Successful Bidder is required to deposit Advance License fee for 1st quarter within 45 days of handing over of the station in first lot, without consideration of any interest, and upto 75 days with 2% flat interest on balance amount that remains unpaid after 45 days. If the successful bidder fails to deposit advance license fee even within 75 days, the license agreement is liable to be terminated without giving any further notice to the successful bidder/licensee and Interest Free Security Deposit / Performance Security/EMD shall stand forfeited by DMRC. The bidder voluntarily and unequivocally agrees not to seek any claim, compensation, damages or any other consideration, whatsoever on this account.
- f) 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.

9. Fraud and Corrupt Practices

- 9.1. 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, Interest Free Security Deposit / Performance Security and advance License Fee received 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.
- 9.2. 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.
- 9.3. For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) "Corrupt practice" means offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence actions of any person connected with Bidding Process .
 - (b) "Fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;

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

9.4. 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.

9.5. 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 and Interest Free Security Deposit / Performance Security and advance License fee received if any, 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.

10. Miscellaneous

- 10.1 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. Even in such cases where DMRC asks for additional information from any bidder, the same cannot be adduced as a reason for citing any dispute.
- 10.2 During License period, all disputes between the successful bidder and DMRC shall be settled as per the Dispute Resolution procedure elaborated in the Draft License Agreement after signing the License Agreement.
- 10.3 DMRC, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- a) suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
 - b) consult with any Bidder in order to receive clarification or further information;
 - c) retain any information and/ or evidence submitted to DMRC by, on behalf of, and/ or in relation to any Bidder; and/ or
 - d) Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- 10.4 It shall be deemed that by submitting the Bid, the Bidder agrees and releases DMRC, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.
- 10.5 The RFP, LOA and License Agreement are to be taken as mutually explanatory and supplementary to each 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) LOA No. _____ dated _____
- (c) RFP Document;

i.e. the License Agreement above shall prevail over RFP Document/LOA.



List of Stations where Exclusive Advertisement Rights are proposed to be granted in Line 3&4 of DMRC network

Sl. No.	Line- 3 & 4 (Blue Line) Barakhambha road to New Ashok Nagar ,(Excluding AKshardham) and Laxmi Nagar to Kaushambi	Minimum Area in Sqm
1	Barakhamba Road	100sqm
2	Mandi House	66 sqm
3	Pragati Maidan	200 sqm
4	Indraprastha	200 sqm
5	Yamuna Bank	100 sqm
3	Mayur Vihar Ph-I	100sqm
4	Mayur Vihar Extn.	100sqm
5	New Ashok Nagar	100sqm
6	Laxmi Nagar	100sqm
7	Nirman Vihar	100sqm
8	Preet Vihar	100sqm
9	Karkardooma	100sqm
10	Anand Vihar ISBT	100sqm
11	Kaushambi	100sqm
	Total	1566 sqm

- The inventory would be given on “As is where is basis”

Letter comprising the Bid

(On Official letterhead of the Bidder)

No:

Dated:

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

Sub: **Bid for Exclusive Advertisement Rights Inside Selected Metro stations on Line No. 3&4.**

Dear Sir,

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

1. I/ We acknowledge that DMRC shall be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the Licensee for the aforesaid subject, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.
2. This statement is made for the express purpose of our selection as Licensee for the aforesaid subject. I/ We shall make available to DMRC any additional information it may find necessary or require to supplement or authenticate the Bid.
3. I/ We acknowledge the right of DMRC to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
4. I/ We declare that:
 - (a) I/ We have examined and have no reservations to the Bidding Documents, including Addendum / Corrigendum, if any, issued by DMRC; and
 - (b) I/ We do not have any conflict of interest in accordance with provisions of the RFP document; and

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

the advertisement licensing rights as mentioned in above subject is not awarded to me/us or our Bid is not opened or rejected.

12. The Financial Offer has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, draft License Agreement, addenda /corrigenda, our own estimates of costs and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of the project.
13. I/ We agree and undertake to abide by all the terms and conditions of the RFP document.
14. I/We agree and undertake to be jointly and severally liable for all the obligations of the Licensee under the License Agreement for the License period in accordance with the Agreement.
15. I/ We shall keep this offer valid for 180 (one hundred and eighty) days from the Bid Due Date specified in the RFP.
16. I/ We hereby submit bid documents i.e. RFP documents and Draft License Agreement duly signed on each page as token of unconditional acceptance of all terms and conditions set out herewith.

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

Yours

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

Place: Name and seal of Bidder

Details of the Bidder (On letterhead)

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

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

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

Power of Attorney of Bidder

Know all men by these presents, We _____ (name and address of the registered office) do hereby constitute, appoint & authorize Mr./Ms. _____ (name and residential address) who is presently employed with us and holding the position of _____ as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Bid, including signing and submission of all documents and providing information / responses to DMRC, representing us in all matters before DMRC, and generally dealing with DMRC in all matters in connection with our Bid.

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

For

Accepted

_____ (signature)

(Name, Title and Address) of the Attorney

Note: -

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

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

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

We have verified the relevant statutory and other records of M/s _____ [Name of Bidder], and certify that the cumulative turnover of M/s _____ (Name of the Bidder) from the Business of advertisement alone in the last 3 completed financial year is Rs. _____.

Year wise details of Gross Annual Turnover from the business of advertisement alone are as under:

Name of Bidder or member of JV	Turnover from the Advertisement Business as specified in RFP		
	Year 1 (2013-14)	Year 2 (2014-15)	Year 3 (2015-16)
Name of Bidder or 1 st member of JV			
2 nd member of JV			
3 rd member of JV			
TOTAL			

Name & address of Applicant's Bankers:

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

Note: Turnover from Advertisement Business as brought out in the Audited Annual Financial / from Certificate of Statutory Auditor of the bidder

Financial Bid/BOQ format

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

1. **Name of the Tender: RFP for Exclusive Advertising Rights Inside Selected Metro stations on Line No. 3&4.**

Period of License : Nine (9) years

3. I / We hereby offer the following rate of License Fee in Rupees per square meter per month "X" for fixed advertisement panels payable to DMRC as specified in the clause 6.4 to 6.5 of RFP Document.

Line No.	Route / Section	Rate of license Fee in Rupees per square meter per month "X"	
		In figure	In words
3,4	Barakhambha road – New Ashok Nagar (excluding Akshardham) Yammuna Bank – Kaushambi		

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.

Annexure -7

(On letter head of the company)

UNDERTAKING FOR DOWNLOADED TENDER DOCUMENT

We here by confirm that, we have downloaded / read the complete set of tender documents /addendum/clarifications along with the set of enclosures hosted on e-tendering portal <https://eprocure.gov.in/eprocure/app> . We confirm that we have gone through the bid documents, addendums and clarifications for this work placed upto the date of opening of bids on the e-tendering portal <https://eprocure.gov.in/eprocure/app> . We confirm our unconditional acceptance for the same and have considered for these in the submission of our financial bid. We/I hereby give our acceptance to all the terms and conditions of the bid document as well as the draft licensee agreement/any other document part of this tender..

(On letter head of the company)

UNDERTAKING As per clause No. _3.8 (C) of RFP and 1.8(c) of NIT

“As on date of Tender submission (i) DMRC/MOUD/Delhi-Govt. has not banned business with us or (ii) Any Central/state Government department/PSU/Other Government entity or local body have not banned business with us which is applicable to all ministries (approved by the committee of economic secretaries, Ministry of Commerce)”.

STAMP & SIGNATURE OF AUTHORISED SIGNATORY

Note :

- 1.In case of JV/Consortium, the undertaking shall be submitted by each member of the JV/Consortium.
- 2.The undertaking shall be signed by authorized signatory of the tenderer or Constituent member in case of JV/Consortium.