

**TENDER FOR ADVERTISEMENT RIGHTS ON DMRC
CIVIL STRUCTURES AT INDERLOK-MUNDKA
SECTION (STANDARD GAUGE SECTION)**

TENDER DOCUMENT

DELHI METRO RAIL CORPORATION LTD.

TENDER FOR ADVERTISEMENT RIGHTS ON DMRC CIVIL STRUCTURES AT INDERLOK-MUNDKA SECTION (STANDARD GAUGE SECTION)

TENDER DOCUMENT

DELHI METRO RAIL CORPORATION LTD.
DGM/Marketing
O/O GM Operations
Right Wing, 4th Floor, Metro Bhawan,
Fire Brigade Lane, Barakhambha Road
New Delhi-110001

TENDER DOCUMENT COST : Rs.20800/- (20000+4%DVAT)

DISCLAIMER for Tender Document

1The Tender document (Tender Document + Draft Concession Agreement) placed on this web site can be downloaded and used for bidding. At the time of tender submission, the bidder has to enclose a Demand Draft/Pay Order of Rs. 20800/- in favour of 'Delhi Metro Rail Corporation Ltd.', towards cost of Tender Document, in addition to EMD of Rs. FIFTEEN lakhs.

2The bidders who download the Tender Document are requested to get in touch with PD Department of DMRC for all updates on the tender such as addendums, replies to queries, postponement of tender schedules etc or monitor the website for the same. No claims or compensation will be entertained on account of the bidder having not read/noticed the updates, etc.

DELHI METRO RAIL CORPORATION LIMITED

TENDER DOCUMENT NO : DMRC/OP/PD/OutAdvt/ INDRLOK-MUNDKA/2010 _____

**TENDER FOR ADVERTISEMENT RIGHTS ON DMRC CIVIL STRUCTURES AT
INDERLOK-MUNDKA SECTION (STANDARD GAUGE SECTION)**

Name and Address of the Applicant to whom issued:

Date of Issue:

Issued by:

(Name, Designation and Signature):

INSTRUCTIONS TO TENDERERS

1. Applicants are required to **read carefully the contents of this document including Technical Capabilities.**
2. Applicants are to complete the tender and provide all the other documents information in sufficient detail. The completed tender application form other document must be prepared, submitted in original, and must be so marked.
3. All documents must be in English language and each page of the **Tender Application Form** must be duly completed. **Each page of the tender document must be signed, numbered & stamped as a token of acceptance of the terms & conditions of the Contract. Any unsigned and unstamped document will not be considered.**
4. Only the successful applicant will be informed of the result. The applicants hereby acknowledge and agree that DMRC will not be obliged to discuss any aspect of the tender process.
5. **Applicants should note clearly the date and time of submittal of the tender applications. No late or delayed applications will be accepted.** Applicants are reminded that no supplementary material will be entertained by DMRC LTD. However DMRC may, if necessary, at its sole discretion ask for any clarification regarding the submitted tender and/or other documents.
6. Applicants and/or successful applicant who are/is found to have made any misleading or false representations in the tender including any statements, attachments, document, proformas & annexures submitted as proof of the requirements, shall be disqualified for the Contact.
7. All the bidders including those who have downloaded the Application Document are requested to get in touch with PD/OPERATION Department of DMRC for all updates on the tender such as addendums/corrigendum, postponement of tender schedules etc or monitor the DMRC website for the same.
8. The successful tenderer is requested to ensure the following to avoid cancellation of acceptance.
 - I. Ensure payment of balance security deposit within **15** days of issue of letter of acceptance.
 - II. Ensure payment of first advance license fees within **15** days of issue of letter of acceptance.
 - III. Ensure payment of other dues such as electricity consumption deposit etc. as indicated in the letter of acceptance, within **15** days of issue of letter of acceptance.
 - IV. Ensure submission of location plans, wiring & routing plans, designs of media vehicle/panels, and their fixing structure etc. in **one lot** within **30** days from the date of issue of letter of acceptance, as applicable.
 - V. Ensure that the agreement is formally signed at the earliest.
 - VI. Ensure submission of Two stamp papers (Non-Judicial) of Rs. 100/- each within 15 days of issue of letter of acceptance.

NOTE : Inderlok has two metro stations. One constructed on Broad Gauge (on Line-1 Dilshad Garden-Rithala Section) and another on Standard Gauge Section (Inderlok-Mundka Section) This is to clarify that this tender is for Standard Gauge Section (Inderlok-Mundka Section). Broad Gauge Inderlok Station is not part of this tender.

TENDER SCHEDULE**TENDER FOR ADVERTISEMENT RIGHTS ON DMRC CIVIL STRUCTURES AT INDERLOK-MUNDKA SECTION (STANDARD GAUGE SECTION)**

The tender schedule is given below:

<i>Sl.</i>	<i>Activity</i>	<i>Date And Time (IST)</i>	<i>Venue</i>
(i)	Sale of Tender Document	18.02.2010 to 10.03.2010 between 10.00 hrs to 17.00 hrs (On Working Days from 10.00 to 17.00 Hrs)	Property Development Division, Delhi Metro Rail Corporation Ltd. GM/OPERATION Right Wing, 4 th Floor, Metro Bhawan, Fire Brigade Lane, Barakhambha Road New Delhi-110001
(ii)	Date for submission of completed Tender Application Form	On 11.03.2010 from 10.00 hrs upto 15.00 hrs followed by opening of Tender at 1530 hrs.	

All correspondence with respect to this tender, clearly marked "**Reference: TENDER FOR ADVERTISEMENT RIGHTS ON DMRC CIVIL STRUCTURES AT INDERLOK-MUNDKA SECTION (STANDARD GAUGE SECTION).**"

may be addressed to:

GM/OPERATION

Right Wing, 4th Floor, Metro Bhawan,
Fire Brigade Lane, Barakhambha Road
New Delhi-110001

Tel: +91(11) 23417910-12 extn 34770

Fax: +91(11) 23415839

Cost of Document Rs.20800/-(Non refundable.)

Draft should be drawn on any Scheduled commercial bank in favour of “DMRC Ltd”. IF this document is downloaded, please include the non refundable cost of document along with your submission. Submissions without the cost of document will be rejected outright. Do not tamper, alter or change the contents of the downloaded document. If at any time it is found that the document downloaded has been tampered, altered, modified or changed, necessary applicable action, including legal will be taken against the said party, besides forfeiture of all submissions to DMRC.)

SCOPE OF WORK

Details of area are as follows :

Advertisement Rights on DMRC Civil Structures falling in Between **INDERLOK-MUNDKA SECTION (STANDARD GAUGE SECTION)** of DMRC for a total outdoor advertisement area of 721 Sqm. (giving full compliance to Technical Parameters of MCD Outdoor Advt. Policy-2008)

Delhi Metro Rail Corporation Ltd. (DMRC) hereby invites eligible bidders, as per the terms and conditions described elsewhere in this tender document, with requisite financial, managerial and technical expertise.

NOTE : Inderlok has two metro stations. One constructed on Broad Gauge (on Line-1 Dilshad Garden-Rithala Section) and another on Standard Gauge Section (Inderlok-Mundka Section) This is to clarify that this tender is for Standard Gauge Section (Inderlok-Mundka Section). Broad Gauge Inderlok Station is not part of this tender.

TECHNICAL AND FINANCIAL QUALIFICATION CONDITIONS

The bidder can be a Proprietor, partnership firm, registered co-operative society, public or private limited company incorporated under the provisions of Indian Companies Act, 1956. The bidder should be legally competent to enter into contract as per prevailing laws. Only those bidders meeting both the following capability criteria will be “Technically Qualified” for the project and will be considered further.

(i) **Technical Capability**

Should have completed Advertisement Contracts in last 3 (THREE) years ending last day of the month previous to the month in which applications are invited, as per following details :

a. Should have completed a single similar work* of Rs. 4 crore (Rupees Four Crore only).

OR

Should have completed two similar works*, each of Rs. 2 crore (Rupees Two Crore only)

* For this tender similar work means “Advertisement Contracts”

(ii) **Financial Capability**

Annual average Turnover of Rs. 5 crores (Rupees Five Crore only) in last three years ending 31st March of previous financial year, from, as per audited annual report and balance sheet statements and certified by the Statutory Auditor

(iii) The tenderer shall have to furnish an affidavit on Non Judicial Stamp paper of Rs200/- duly attested by a Notary Public indicating that he/she has not been debarred blacklisted by DMRC Ltd. or Any other civic body of GOI or State Govt. or PSU”

EXPLANATIONS FOR THE PURPOSE OF TECHNICAL QUALIFICATION

- The contracts for which experience is claimed by the bidder must be either completed or operational at the time of submission of this tender. For this purpose copy of agreement/completion certificate, duly certified by the statutory auditors, must be attached
- **Net Worth will be calculated as follows:**
 - a. In case of a Company, Net worth = (Paid up Share Capital) + (Reserves and surpluses) - (Revaluation Reserves) - (Intangible Assets, Miscellaneous expenditure to the extent not written off, Accumulated Losses).
 - b. Any other asset/liability appearing in the Balance sheet and contingent liabilities affecting the Network shall be computed by DMRC to compute the net worth.
 - c. In case of a Partnership firm, the contribution by each partner taken together in the capital of the firm shall be considered as Net Worth of the Partnership Firm.
 - d. If an Individual Investor or Partnership Firm or Group / Associated Companies are proposing to invest in the project company, then such investors shall be approved to the satisfaction of DMRC.

- e. Individual Net worth statement certified by a Chartered Accountant and in the case of companies by the statutory auditor shall be required at an appropriate stage for the purpose of calculating the net-worth of investors for the project company to demonstrate their financial capabilities.
- The Bidder must submit Audited Annual Reports (Balance Sheet and Profit & Loss Account with Schedules) of the last 3 (three) years. In case of a Consortium, the audited annual reports of each relevant member of the consortium for last three years shall be submitted.

ANNEXURES RELATED TO TECHNICAL AND FINANCIAL QUALIFICATION**Annexure 1****GENERAL INFORMATION OF THE BIDDER**

1.
 - (a) Name :
 - (b) Country of Incorporation :
 - (c) Address of the corporate headquarters and its branch office(s), if any, in India. :

2. Details of individual(s) who will 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 Consortium:
 - (a) The information above (1 & 2) should be provided for all the members of the consortium.
 - (b) Information regarding the role of each member should be provided:

Sl.	Consortium Name	Member	Equity Stake (%) in the Consortium	Role of the Member in the Consortium (i.e. whether Lead Member/Member)
1.				
2.				
3.				

Signed

(Name of the Authorised Signatory)

For and on behalf of

(Name of the Bidder)

Designation :

Place :

Date :

Annexure 2**SUMMARY OF TECHNICAL CAPABILITY****Advertisement Contracts completed in last 3 (three) years**

Name of Bidder / Consortium Member	Name/ Title of Contract executed	Name of the Client / Employer	Cost of Contract (Rs. Cr.)	Year of Completion
1				
2				
3				
4				
5				
Total				

Note:

1. In case of a Consortium, the above Information shall be furnished in respect of all the Relevant Members only. The experience of only the relevant members shall be considered for evaluation.
2. Figures may be provided for the past three years starting from 2006-07.
3. The Bidder should provide a Completion certificate for each contract from the Client / employer duly signed by Statutory Auditors.
4. In the absence of requisite details, the information would be considered inadequate and may lead to exclusion of the particular project(s) in evaluation of Technical Capability.

Signed

(Name of the Authorised Signatory)

For and on behalf of
 (Name of the Bidder)
 Designation
 Place:
 Date:

Annexure 3**FINANCIAL CAPABILITY OF TENDERER**

Particulars/ Accounting Year	(Rs. Crores)		
	2006-07	2007-08	2008-09
1. Authorised Share Capital			
2. Paid up Share Capital (excluding Share Application Money and Preference Shares)			
3. Reserves and Surpluses (excluding revaluation reserves)			
4. Intangible Assets, Misc. Expenses not written off, Accumulated Losses			
5. Net Worth (2+3-4)			
6. Turnover from relevant activities as per Clause 2.4			
7. Debt mobilised during the year			

Note:

1. Attach certified copies of Annual Audited Balance Sheets and IT Returns Certificate for the past 3 years.
2. Attach Certificate duly signed by the Statutory Auditors depicting year-wise mobilization.
3. The above data must be submitted for all Relevant Consortium members, duly certified by Statutory Auditor.

Signed

Signature of CA/ Statutory Auditors

(Name of the Authorised Signatory)

(with seal & registration no.)

For and on behalf of

(Name of the Bidder)

Designation

Place:

Date:

DELHI METRO RAIL CORPORATION LTD.

DMRC/OP/PD/OutAdvt/L3-RKAM-DW/09

TENDER APPLICATION FORM

(Not transferable)

NAME OF TENDERER: _____

ADDRESS: _____

To _____

The GM Operations
 B-Wing, 4th Floor, Metro Bhawan,
 Fire Brigade Lane, Barakhambha Road
 New Delhi-110001

Dear Sir,

Subject: TENDER FOR ADVERTISEMENT RIGHTS ON DMRC CIVIL STRUCTURES AT INDERLOK-MUNDKA SECTION (STANDARD GAUGE SECTION) FOR A PERIOD OF FIVE YEARS.

- 1 I/We have perused the terms and conditions governing the tender for letting out advertisements rights on these locations mentioned in the subject above and hereby agree to abide by the said conditions. I/We also agree to keep this tender open for acceptance for a period of 180 days from the date of opening of tender and in default thereof, I/We will be liable for forfeiture of my/our earnest money. I/We have submitted all documents related to our technical qualifications.
- 2 I/We have perused the details of area which is as follows :
 Advertisement Rights on DMRC Civil Structures falling in Between **INDERLOK-MUNDKA SECTION (STANDARD GAUGE SECTION)** of DMRC for a total outdoor advertisement area of 721 Sqm. (giving full compliance to Technical Parameters of MCD Outdoor Advt. Policy-2008)
- 3 **I/We undertake to give full compliance to Technical Parameters of MCD Outdoor Advt. Policy-2008**
- 4 **I/we shall indicate the locations of advertising panel, design of media vehicle structure, the advertising panels/type of advertisements for these locations and submit the plans of proposed panels, including its fixing arrangements for DMRC's approval within 30 days from date of issue of letter of Acceptance for utilization of space up to 721 SQM as one lot.** Piece meal submissions will not be accepted. DMRC reserves the sole right to reject any of the said proposals/submissions without assigning any reasons whatsoever. DMRC has also the right to indicate alternate locations or ask the lessee to propose alternate locations. **The Licensee is advised to submit alternatives to all sites** in order of preference so as to speed up the process of evaluation and approval by DMRC. I/we agree to comply with the directives of DMRC regarding alternative sites/locations, and designs as may be specified by DMRC. I/We are required to ensure that all clearances, approvals etc for all submissions are taken within this period.
- 5 **I/We undertake that The license period will start 30 days from the date of issue of 1st approval by DMRC and billing will start from this date for the whole 721 SQM irrespective of whether space for advertisement is fully utilized or not.** The license will extend for a period of Five (5) years. This license period is extendable for further a period of three (3) years at any time during contract period No extension on any count, pretext or excuse including non receipt of approvals will be considered by DMRC. I/we agree voluntarily and unequivocally to not seek any claim, compensation, damages or any other consideration whatsoever on this account.

I/We shall be charged License fee for minimum **721 SQM** area.

(All locations in between stations on piers, via ducts, bridges, retaining walls, exterior walls of stations & other civil structures - excluding inside stations. **Whether an advertisement site falls inside the station or outside the station, will be decided by DMRC.**)

- 6 I/We shall pay the annual license fee quoted for a minimum of 721 SQM space at locations to be approved by DMRC, as mentioned above even if the whole qty. is not fully utilized. The cost of construction/fabrication

Authorised Signatory

and installation of the panel/s will be borne solely by us/me. I/We will also do the maintenance of all advertisement panels so fabricated and installed by me/us. I/We shall also maintain the inter pier spaces (centre median area between piers) free of any encroachments as per directives of DMRC. I/We shall also keep all the piers and other civil infrastructure covered under this tender free from defacement of any nature including that by sticking of poster and pamphlets and keep the space neat and clean as per the requirements/ directives of DMRC. I/we understand that all panels constructed/fabricated, installed and commissioned will become the sole property of DMRC at the end of the license period, starting as per clause-5 of TAF. I/we understand that all electrical installations including wiring, meters etc. will also become the sole property of DMRC at the end of the license period or upon premature termination of agreement.

7 Financial Bid

TENDER FOR ADVERTISEMENT RIGHTS ON DMRC CIVIL STRUCTURES AT INDERLOK-MUNDKA SECTION (STANDARD GAUGE SECTION) : 721 Sqm.

My/our offer towards Annual license fee Rate (i.e. Rate per Sqm/per year) (for first year) as
In Indian Rupees

(i) (For a minimum of 721 Sqm. area.)

In figures Rs.....only. per Sqm per year.

In words Rupees_____only, per Square Meter per Year.

(ii) CALCULATION OF ANNUAL VALUE OF TENDER:

Annual value of Tender = (Rate quoted per Sqm per year for 721 Sqm X 721)

NOTES:

- (1) The first half yearly License fee and the interest free security deposit will have to be paid within 15 days w.e.f. the date of issue of the letter of Acceptance.
 - (2) The agreement will have to be signed within 17 days from the date of issue of letter of Acceptance.
 - (3) The licensee will submit as **one lot**, plans of all locations identified along with the details of the media vehicle, including structural details, fixing, installation and commissioning arrangements **within 15 days** from the date of issue of letter of acceptance for approval of DMRC. .
 - (4) **The license will commence 30 days from the date of issue of 1st approval by DMRC.** No extension on whatsoever pretext or excuse including non approval of certain sites by DMRC will be considered and the Licensee agrees voluntarily and unequivocally not seek any claim compensation, damages or any other consideration whatsoever on account of this including non clearance of sites etc. **The Licensee is advised to submit alternatives to all sites** in order of preference so as to speed up the process of evaluation and approval by DMRC. **All sites must be as per Technical Parameters of MCD Outdoor Advt. Policy-2008.**
 - (5) The License fees **and** the interest free security deposit will be increased @ 5% per year on compounding basis.
 - (6) **Any additional advertisement area** i.e. area over and above 721 SQM required by me/us, shall be subject to the feasibility and approval of DMRC and will be charged on Pro-rate basis. The charges payable for such additional spaces shall be extra and in addition to the annual license fees.
 - (7) **The License for these additional spaces approved, will be co-terminus with the main license.**
 - (8) The Earnest money of Rs. 15 lakhs (Rupees FIFTEEN lakh only) vide a demand draft is to be given along with the tender document drawn on any scheduled commercial bank in favour of "DMRC Ltd".
- 8 I/We enclose a demand draft in favour of "DMRC Ltd", drawn on _____(Bank) , bearing No.....dated.....for Rs. 15 lakhs (Rupees FIFTEEN lakhs), towards earnest money deposit.
- 9 I/We enclose a demand draft in favour of "DMRC Ltd" , drawn on _____(Bank), bearing No.....dated.....for Rs.20800/-only. Rupees Twenty thousand Eight Hundred only (in words), towards non-refundable cost of document. (*Applicable only on down loaded forms*)
- 10 Payment of stamp duty on agreement, if any, to be executed in pursuance of this tender will be borne by me/us.
- 11 All taxes including Municipal Taxes if any, as applicable shall be borne solely by us/me.
- 12 I/We agree voluntarily and unequivocally not to seek any compensation, damages, claims or any other consideration from DMRC if advertisements on 721 SQM at locations selected / proposed are not permitted due to court order/judgement/local laws/civil authorities. I/We shall pay for a minimum of 721 SQM space

at locations as detailed above even if not fully utilized. The cost of construction of panels and their continued maintenance will be borne solely by us.

13 I / We will not tap or draw electricity from any unauthorized source within DMRC's jurisdiction.

14 I /We will abide by all terms & conditions and other clauses mentioned in this tender document and have duly signed on each page as token of my/our full and unconditional acceptance.

Encl:

- 1 Bank Draft
- 2 Non-refundable cost of document. (draft)

Signature_____

Name of the Authorized Signatory with rubber

stamp._____

Address: _____

Tel.No:_____

Place_____

Fax.No: _____

Dated_____

THIS AGREEMENT entered into at Delhi on this _____ 2010, between **Delhi Metro Rail Corporation Limited, (DMRC)** incorporated under the companies act, 1956 having its registered office at Metro Bhawan, Fire Brigade Lane, Fire Brigade Lane, Barakhambha Road, New Delhi, India, hereinafter referred to as the 'Licensor' (which expression shall unless repugnant to the context mean and include it's successors and assigns) of the **First Party**

AND

M/s., a Limited Company having its Registered office at,, hereinafter referred to as the 'Licensee' which expression shall unless repugnant to the context or meaning thereof include the successors and assigns of the **Second Party**

WHEREAS

In order to complement its state of the art infrastructure and raise additional revenues, **DMRC intends to give advertisement rights on DMRC civil structures in INDERLOK-MUNDKA SECTION (STANDARD GAUGE SECTION) of DMRC.**

For Out door advt work, advertisements are allowed on all locations in between stations on piers, via ducts, bridges, retaining walls, exterior walls of stations & other civil structures - excluding inside stations (Whether an advertisement site falls inside the station or outside the station, will be decided by DMRC).

SCOPE OF WORK

Details of area are as follows :

Advertisement Rights on DMRC Civil Structures falling in **INDERLOK-MUNDKA SECTION (STANDARD GAUGE SECTION)** of DMRC for a total outdoor advertisement area of 721 Sqm. (giving full compliance to Technical Parameters of MCD Outdoor Advt. Policy-2008)

TERMS AND CONDITIONS

- 1 The successful bidder (hereinafter referred to as the Licensee) will be notified in writing by the DMRC and the licensee will be required to enter into a license agreement with the DMRC to advertise commercial advertisements as under:

For Out door advt work, advertisements are allowed on all locations in between stations on piers, via ducts, bridges, retaining walls, exterior walls of stations & other civil structures - excluding inside stations (Whether an advertisement site falls inside the station or outside the station, will be decided by DMRC).

- Licensee has to quote for the annual License fee for an area equal to 721 SQM as detailed in Financial Bid.

In addition, the Licensee is also required to maintain the inter pier spaces (centre median ground spaces between piers/portals etc) free of any encroachments as per directives of DMRC OPERATION department. The Licensee will also keep all the piers and other civil infrastructure covered under this tender free from defacement of any nature including that by sticking of poster and pamphlets and keep the space neat and clean as per the requirements/ directives of DMRC.

- 2 The Licensee will not display advertisements more than the area/space specified in para 1. However, if additional space/number of advertisement if found technically feasible over and above 721 SQM , the same may be permitted by DMRC on payment of offered tender rate (rate per Sqm), for the additional area. DMRC reserves the sole right not to give additional area for advertisement. The licensee voluntarily agrees not to seek any claim, compensation, or any other consideration whatsoever on this account.
- 3 If it is found that the Licensee had displayed advertisement without permission in excess to the specified area mentioned above (in para-1), Licensee/s shall be liable to be charged for such advertisements/excess space at **ten times** of the rate tendered and may also lead to cancellation of contract, with forfeiture of all amounts submitted including the interest free security deposit in favour of DMRC. Use of the inter pier spaces (centre median spaces) for advertisements is strictly prohibited. **Use of the inter pier (centre median spaces) spaces for advertising purposes will lead to cancellation of the license agreement and forfeiture of the interest free security deposit in favour of the DMRC (Licensor).** The Licensee voluntarily and unequivocally agrees not to seek any claim, compensation, damages or any other consideration on this account.

- 4 Licensee will be penalized up to Rs.5,000/- per offence on the following offense:
 - a) Late payment of DMRC dues up to 10 days.
 - b) Not following the instructions of the DMRC Administration regarding Advertisement within 10 days of it being brought to the notice of the licensee. Displaying advt media without approval from DMRC.
 - c) Any staff of licensee found in drunken condition/indulging in bad conduct.
 - d) Any staff of the licensee found creating nuisance on duty
 - e) Dishonour of drafts given by Licensee.
 - f) Not keeping the inter pier spaces clean and neat as per DMRC directives including misuse of the inter pier (inter median spaces) spaces.
 - g) Not keeping the piers and other civil structures free of any defacement.
- 5 The licensee will have to maintain all the displays/ advertisement panels/media vehicles in proper and neat and clean condition for the full currency of the contract. **All the panels and media vehicles fabricated, installed and commissioned will become the sole property of DMRC after the termination of the contract naturally or prematurely. The electrical installations will also become the sole property of DMRC after the termination of the contract naturally or prematurely. The licensee voluntarily agrees not to seek any claim, damages, compensation or any other consideration whatsoever on this account.**
- 6 The licensee will have to submit all plans/layout of media vehicles including structural and fixing arrangements for prior approval of DMRC before installation. If Licensee wants to introduce some other media vehicle it can only be done after taking prior permission of DMRC. DMRC reserves the right not to give such permission. The licensee voluntarily agrees not to seek any claim, compensation, damages or any other consideration whatsoever on this account.
- 7 In the event of the licensee failing to pay DMRC the license fees or any other charges which the licensee may be required to pay, the DMRC will have the right to terminate the license agreement and discontinue/ confiscate the advertisement and other display materials erected and displayed by the licensee and without prejudice to any of its rights shall also forfeit the licensee's security deposit.
- 8 Licensee will provide all the Fixing structures, steel frames required for safe placement of advertisement panels at his own cost. The structure should be strong so as not to fall down and damage men and materials for which the Licensee will be solely responsible. Any damages/liability in this regard will be borne solely and wholly by the Licensee. The licensee will at all times abide by all safety procedures and rules as may be stipulated by DMRC OPERATION administration from time to time. Licensee will indemnify the DMRC Administration for any loss and damages suffered due to any mishappening.
- 9 The Licensee shall submit/show the plan/text/design of all the commercial Publicity material /advertisements in this regard for DMRC approval and shall be liable under the all applicable laws of the land. Licensee is liable to abide by the various laws of State and Statutory Laws relating to advertisement/display of items including those of the Municipal Corporation of Delhi.
- 10 **The DMRC will not accept the tender wherein the Licensee has given conditional offer, and the offer may be out right rejected and earnest money will be forfeited.**
- 11 The General Manager (Operations) or any officer designated by him will check a display register media-wise maintained by the lessee and lessee is required to keep it up to date on every 1st of the month and get it checked by nominated officer of DMRC and the Authorized signatory of the Licensee/advertising agency will also sign the entries in the register.
- 12 The DMRC Administration reserves the right to accept or reject any quotation. Authority for acceptance of otherwise of the quotation will rest solely with the DMRC Administration, which does not bind itself to accept any quotation and not to assign any reason for rejecting the same
- 13 DMRC Administration reserves the right for deduction of DMRC dues from Licensee's security amount on the following grounds:
 - a) Any amount imposed as a fine by DMRC Administration for irregularities Committed by the Licensee.
 - b) Any amount which DMRC Administration becomes liable to the Government /Third party on behalf of any default of the Licensee or any of his/her/their servant/agent/employees or staff.
 - c) Any payment/fine made under the order/judgement of any court/consumer forum or law enforcing agency or any person working on his behalf.
 - d) Any outstanding amount.

- e) Once the amount under this clause is debited, the Licensee shall reimburse the security deposit to the extent the amount is debited within 15 days of such debit by DMRC (Licensor) failing which it will be treated as breach of agreement and may lead to termination of agreement with forfeiture of all amounts including interest free security deposit in favour of DMRC.
- 14 Periodical joint inspection will be conducted by DMRC Administration and Licensee and discrepancy if any notices or instructions issued by DMRC Administration are not observed by the Licensee within a reasonable time, the DMRC Administration reserves the right to impose fine of Rs.5,000/- per irregularity.
- 15 For repeated violation of instructions, breach of agreement, DMRC Administration has the right to cancel the agreement at the risk and cost of the Licensee including forfeiture of all amounts including interest free security deposit in favour of DMRC. In case of any activity which can be deemed criminal, DMRC reserves the right to cancel the license and forfeit all submissions including the interest free security deposit in its favour with or without any notice.
- 16 The Tender /License is not transferable.
- 17 The Licensee shall comply with all the provisions of Court judgements/court orders/ Labour Laws & regulation in force including but not limited to the Contract Labour (Regulation & Abolition) Act, 1970, any subsequent amendment thereof and the rules made there under. Licensee will indemnify the DMRC Administration for any loss and damages suffered due to violation of its provisions.
- 18 If any approvals are required to be taken from any local /municipal authority for display of the advertisement the same is the sole responsibility of the Licensee. In case any fine is imposed on DMRC (Licensor) due to not obtaining of such approvals the same will be recovered from security deposit of the licensee and the licensee shall reimburse the security deposit to that extent within 15 days of such debit by DMRC.
- 19 The Licensee shall comply with the laws of land including Court judgements/court orders/Delhi Pollution Control Board and Delhi Fire Service guidelines, regulating the advertisements/displays and DMRC can't be held liable for any change/modification in these laws which adversely affects this tender and the licensee voluntarily and unequivocally agrees not to seek any claim, damages, compensation or any other consideration whatsoever on this account.
- 20 The Licensee shall take into account the following aspects while selecting advertisements for the licensed sites:
- 1 The advertisement is prohibited from carrying information or graphic or Other items relating to alcohol and tobacco products.
 - 2 The advertisement will have no objectionable and indecent portrays of people, products or any items. The advertisements should not hurt the sentiments of any group or groups of the society.
 - 3 Political advertisements are not allowed.
 - 4 The use of DMRC name, logo or title without the licensor's prior permission is strictly prohibited. No co-branding with the Licensor is allowed, without prior permission.
 - 5 Surrogate advertisements may be allowed if request for permission to display is made to DMRC accompanied by NOC from Ministry of Information and Broadcasting, Govt. of India.
- 21 Fixing arrangements should be such that these should not damage the Metro structures should not fall on the Metro line, on road or ground. Any loss or damage caused due to this, the Licensee will be solely responsible and liable to fine/penalty as per actuals and DMRC stands indemnified for any mishapening. The Licensee is advised to take 3rd party insurance. In the event of not taking insurance cover, the licensee agrees and undertakes to indemnify and hold the DMRC (licensor) harmless against any and all liabilities, Losses, damages, claims, expenses suffered by the DMRC (licensor) as a result of not taking such insurance cover by the licensee. The Licensee shall also strictly abide by any safety guidelines as may be issued by OPERATION administration from time to time.
- 22 The fixing structures of panels and the Advertisements to be placed including the media should be got approved from DMRC at all times before fixing /placing them at the approved site/s and shall be kept in good working conditions all the time.
- 23 All taxes & Municipal taxes, if any applicable, shall be borne solely by the licensee and the mode of payment will be as decided by DMRC.

- 24 If the licensee wants to terminate the contract he will be allowed to do so after giving 3 months notice. **However, security deposit of the licensee will stand forfeited. The unused license fee for that particular six months will also not be refunded.**

DURATION

- 25 **The license will extend for a period of Five (5) years, starting as per clause-5 of TAF. This license period is extendable for further a period of three (3) years at any time during contract period. The billing for the minimum area of 721 SQM will be started as per clause-5 of TAF. The DMRC shall have the right to examine/review the license agreement to evaluate the performance of the licensee at the end of each year of the license. The DMRC reserves the right to cancel the license for the remaining period if the performance is found unsatisfactory forfeiting the interest free security deposit in its favour.**

EARNEST MONEY

- 26 The tender document will have to be submitted along with a Demand Draft of **Rs. 15 lakhs (Rupees FIFTEEN lakhs)** for EMD. Demand Draft will be drawn on any scheduled commercial bank in favour of "DMRC Ltd". Tenders without or with less Earnest Money Deposit may be summarily rejected.
- 27 EMD will be returned to unsuccessful tenders within 45 days of issue of award letter / letter of acceptance. **However, the same will be forfeited in case of a successful tenderer fails to honour the offer made to the DMRC as per quotations submitted by him.**

The EMD of the successful tenderer will be adjusted against the interest free security money.

SECURITY DEPOSITS

- 28 **The Licensee shall deposit an interest free security deposit equivalent to Six months license fee within 15 days from the date of issue of the letter of acceptance before the execution of the license agreement for the due and satisfactory performance of the terms and conditions of the license agreement. The security deposit will be payable through a Bank Draft drawn on any scheduled commercial bank in favour of "DMRC Ltd". At the start of each year of the license, the licensee shall deposit an additional security deposit which shall be equivalent to the increase in Security Deposit by virtue of the 5% increase of the same on compounding basis. The said Security Deposit, free of interest will be refunded to the licensee only on the satisfactory completion of its obligations under the license agreement and shall also be subject to the settlement of all the outstanding DMRC dues. The licensee will forfeit the said Security Deposit if it surrenders the license granted to it before the expiry of the term of license or license is terminated because of any default by lessee. The Licensee will forfeit his security deposit and all amounts submitted, in favour of DMRC, in case he backs out of the offer made vide this tender.**
- 29 In the event of more sites for display of the advertisements is requested by the licensee and the same is accorded by DMRC, the licensee shall prior to the handing over of such additional sites, deposit an additional interest free security deposit **equivalent to Six months license fee** for the said additional spaces based on annual license fees as per the Financial Bid i.e (Rate per Sqm per year quoted and accepted) X (additional area). **The license term for the additional spaces will be co-terminus with the main license.**
- 30 The advertising rights for the abovementioned licensed sites shall vest with the licensee during the license period. Any person who wishes to advertise on the media vehicles at the above mentioned sites will deal directly with the licensee and will have no dealing with the DMRC or make any claim on the DMRC for omission or commission etc of the Licensee. The licensee shall indemnify and keep indemnified the DMRC from any such claims or actions. However exclusive rights of these advt. spaces will remain with DMRC.
- 31 The Licensee shall not be permitted to sub-license his rights under this License Agreement to any third party without the prior written permission of the DMRC. The licensee shall be obliged to carry out its obligations under the license Agreement entirely at its own risk and cost.

TERMS OF PAYMENT

- 32 **The license period will start 30 days from the date of issue of 1st approval by DMRC and billing will start from this date for the whole 721 SQM irrespective of whether space for advertisement is fully**

utilized or not. No extension on any count, pretext or excuse including non receipt of approvals will be considered by DMRC. The licensee agrees voluntarily and unequivocally to not seek any claim, compensation, damages or any other consideration whatsoever on this account. The Licensee will be required to pay the annual License fee to the DMRC in two equal half yearly installments. The License fees shall be increased at the end of each year calculated from the start of billing.

The successful tenderer will have to pay 50% of the annual license fee, over and above security deposit within 15 days of issue of the letter of Acceptance.

Further installment, each of 50% of the annual rental value as per contract, will have to be paid every six months, 15 days prior of the amount becoming due **without waiting for DMRC formal invoice.**

The license fee and interest free security deposit will be increased by 5% for each completed year over the previous year's license fee/interest free security deposit on compounding basis.

- 33 The Annual license fee is for a total of 721 SQM of space. In addition to the above sites the Licensee can list other sites in this section as per the terms of this tender, and may also take up these areas for advertisement after obtaining prior written consent of DMRC and fulfilling all payment conditions.

The traffic integration area \ circulating area of the station is defined as the areas outside the metro station where, parking, bus bays in and some areas where property developments is planned by DMRC including their frontage-facing road outside. The licensee is required to take the assistance of the authorized representative of DMRC (O&M) department to identify the boundary of the stations.

- 34 The license fee for a total of 721 SQM . will be charged for the suggested sites even though the advertisements may not be done on it because of any reason whatsoever including clearance not given for advertisement by concerned local authorities etc.

- 35 The Licensee voluntarily and unequivocally agrees to make all payments due, on the due date irrespective of whether the bills have been raised or not by DMRC.

- 35 **For late payments by the licensee, interest at the rate of 15% per annum will be charged.** For calculating number of months, for which the amount remained outstanding a part month will be treated as a month. DMRC will have the right to invoke this clause simultaneously with clause No.4 (terms and conditions) of the agreement, vide which DMRC can impose a fine/penalty for late payment. DMRC Administration reserves the right for deduction of DMRC outstanding dues from Licensee's security amount. Once the amount under this clause is debited, the Licensee shall reimburse the security deposit to the extent the amount is debited within 15 days of such debit by DMRC (Licensor) failing which it will be treated as breach of agreement and may lead to termination of agreement with forfeiture of all amounts including interest free security deposit in favour of DMRC.

36. Terms and Conditions for supply of electricity.

- a) DMRC will provide Power Supply of Single Phase, 230V, 50Hz for a max. Connected load up to 5 KVA. Electrical load requirements exceeding 5 KVA will be given on 3-Phase 415V, 50Hz subject to availability.
- b) The power supply will be extended by licensee from DMRC's distribution boards which are located in station premises. The length of cable etc., to be provided by the licensee from distribution board (to be nominated by DMRC) shall depend upon location of his shop/stall/kiosk/advertisement panel/s.
- c) Licensee will have to take power supply from DMRC's Distribution Board to the licensed and approved locations at his cost by carrying out G.I. conduit wiring cabling. Licensee shall use FRLS copper cable, which will be taken inside a GI rigid conduit pipe. The GI rigid conduit pipe shall be suitably clamped and earthed as per DMRC's requirement.
- d) Licensee will also do wiring within his shop/stall/kiosk/advertisement panel/s by using GI conduit or fire resistance PVC casing/caping. The licensee shall use FRLS copper wire of the required size (the wiring scheme, the type of wiring, size of wires, various loads, plug point, light, fan etc. shall be as per DMRC's approval).
- e) Licensee will have to provide a low voltage switch-board with MCBs & ELCB's of required capacity with an Electronic Meter (For single phase supply) and Electronic Trivector Meter indicating KVA, KVAH & KW (For Three Phase Supply) of required capacity at his cost. The Electronic Meter/ Trivector Meter shall be sealed by DMRC and not to be tampered by Licensee in any circumstances.

- f) Licensee shall be given only normal power supply available in station premises. Licensee may use suitable voltage stabilizers and power factor correction equipment as per his requirement.
- g) DMRC shall not be providing any standby power supply from station dg set or UPS.
- h) Licensee shall not be permitted to use any standby Diesel Generator Sets. Licensee will only be permitted to use standby UPS/Invertor system with maintenance free battery. The load of such standby UPS/Invertor system will also be taken as a part of total connected load.
- i) The total demand load & total connected load shall be treated as same; licensee will have to pay applicable demand charges as per the total connected load only.
- j) Licensee shall use Energy efficient lighting & shall provide proper lighting fixtures, lamps, electronic ballast etc. licensee shall provide uniform & good illumination level not less than 100 lux in any case. In case of advertisement panels the lighting will be as deemed appropriate by the authorised representative of DMRC OPERATION department.
- k) Licensee shall use reputed Brand/ make of electrical wiring and switch gear items. The entire work shall be carried by the Electrical Contractor/Agency at licensee's cost. DMRC's representative may inspect and supervise the work.
- l) Licensee shall provide proper earthing connection as per the applicable standards and shall terminate the same to the DMRC's Distribution board or to any other place as directed by the DMRC.
- m) The power shall be supplied normally at the rate of 0.5KVA/sq. m. of space licensed out. Minimum load to be given shall be 2KVA on which the demand charges as applicable shall be paid by the licensee. Additional power up to 5KVA on single phase and there after on three phase system if required by the licensee will be supplied, subject to availability at an additional cost and conditions to be stipulated by DMRC.
- n) The Energy consumed shall be charged based on Energy Meter Reading (KVAH) which shall be taken once in a month on a nominated day by the DMRC's representative. Licensee shall provide Test Report/Calibration report in regard to Energy meter installed. DMRC may ask licensee to recalibrate the Energy meter whenever considered necessary by DMRC.
- o) The Tariff for electricity to be charged from licensee shall be as per DERC's latest regulations and amendments thereto from time to time.
- p) Licensee shall be required to sign 'back to back' agreement with DMRC on the lines, DMRC would be signing/have signed with electricity distribution company for supply of electricity.
- q) The charges/deposits (such as advance energy charges, refundable consumption deposit etc) will be, as decided by DERC/DMRC as the case may be.
- r) In case, the licensee draws power more than the connected load, his electricity connection shall be disconnected. The electricity connection will be provided back on first occasion only when licensee pays necessary penalty as per DERC norms and removes excess load. On the subsequent occasion, DMRC reserves the right to revoke the license and forfeit the interest free security deposit.
- s) In case, the licensee is found mis-using electricity or tampering with the energy meter, a token penalty of Rs. 5000/- will be charged from him along with disconnection of power supply. **Reconnection of power supply will be done only after getting declaration on Rs. 100/- Non judicial stamp paper, as per format, clearance of all dues and after duly obtaining approval of Competent Authority of DMRC.**

Instructions to Tenderers

- 37 Quotations i.e. Tender Form duly filled in including terms & conditions, each page duly signed along with Earnest Money and documents asked for, be put in a sealed cover addressed to the GM/Operations, DMRC, duly super scribed "QUOTATIONS FOR Licensing out advertisement rights on DMRC civil

structures at INDERLOK-MUNDKA SECTION (STANDARD GAUGE SECTION) OF DMRC” should be put in the tender box kept with GM/Operations in his office latest by 15.00 hrs. on scheduled date. The Tenders will be opened at 15.30 hrs on the same day in the presence of the tenderers or their authorized representatives. If tender opening day is declared as holiday because of any unforeseen reasons, the tender will be opened at the same time on next working day.

The address of office of **GM Operations** is:

**Office of The GM Operations
B-Wing, 4th Floor, Metro Bhawan,
Fire Brigade Lane, Barakhambha Road
New Delhi-110001, INDIA**

38 The tenders should be accompanied with the following details, these are mandatory:-

- a) Name of the firm.
- b) Whether it is sole proprietary Firm Partnership firm, Private Limited Company Attach registration certificate or other details in proof.
- c) Address of the firm
- d) Telephone No.
- e) FAX
- f) E-mail (not mandatory)
- g) The advertisements executed in last 3 years
- h) Audited Balance Sheet of last three years.

If the above details have been provided earlier, in connection with any other tender etc. please give reference to the same.

39 Force Majeure

Neither DMRC nor the LICENSEE shall be liable for any inability to fulfill their commitments and obligations hereunder occasioned in whole or in part by Force Majeure, Any of the following events resulting in material adverse effects shall constitute a Force Majeure Event

- a. Earthquake, flood, inundation, landslide;
- b. Storm, tempest, hurricane, cyclone, lightning, thunder or other extreme atmospheric disturbances;
- c. Fire caused by reasons not attributable to the Licensee;
- d. Acts of terrorism; and
- e. War, hostilities (whether war be declared or not), invasion, act of foreign enemy, rebellion, riots, weapon conflict or military action or civil war;
- f. Strikes or boycotts, other than those involving the Licensee, its contractors or their employees, agents, etc.; and
- g. Any other similar things beyond the control of the Party **except Court Order/Judgment.**

Such Force Majeure occurrence shall be notified to the other party within 15 days of such occurrence. If such Force Majeure continues for a period of three months, the other party may be entitled to, through not being obliged to terminate this agreement by giving a notice of one week to the other party. Such Force Majeure occurrence shall be notified to the other party within 15 days of such occurrence. If such Force Majeure continues for a period of three months, either party may be entitled to, through not being obliged to terminate this agreement by giving written notice to such effect.

40. Conciliation and Arbitration

Any dispute or claim arising out of or relating to the License agreement or breach of any terms or conditions of the License Agreement, shall first be attempted to be settled by Conciliation.

Except where otherwise provided for in the MOU/License Agreement, all questions and disputes arising between the parties pertaining or relating to MOU/License Agreement directly or indirectly connected with MOU/License Agreement shall in the first place be referred to a sole conciliator to be appointed by Director/General Manager / Chief Engineer of DMRC or any other nominee appointed by him as the case may be. There will be no objections if the conciliator nominated or appointed is an employee of DMRC.

The conciliator shall make the settlement agreement after the parties reach agreement and shall give an authenticated copy thereof to each of the parties.

The settlement agreement shall be final and binding on the parties. The settlement agreement shall have the same status and effect as an arbitration award.

The views expressed or the suggestions made or the admissions made by either party in the course of conciliation proceedings shall not be introduced as evidence in any arbitration proceedings.

Any dispute that cannot be settled through conciliation procedure shall be referred to arbitration in accordance with the procedure given hereafter.

The parties agree to comply with the awards resulting from arbitration and waive their rights to any form of appeal insofar as such waiver can validly be made.

Arbitration Procedure

If the efforts, to resolve all or any of the disputes through conciliation fails, then such disputes shall be referred within 7 days to a Sole Arbitrator who would be nominated by Director, Delhi Metro Rail Corporation Limited. The venue of such arbitration shall be at Delhi/ New Delhi. The award of the sole Arbitrator shall be binding on all parties. The cost of Arbitration shall be borne by the respective parties. There will be no objections if sole arbitrator nominated or appointed is an employee of DMRC.

Rules governing Arbitration Proceedings

The Arbitration Proceedings shall be governed by Indian Arbitration and Conciliation Act 1996, as amended from time to time including provisions in force at the time the reference is made.

Jurisdiction of Courts

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

41. Notices

That any notice under the terms of this License shall be in writing by registered post or delivered personally and signed by the party or his/its duly authorised representative giving such notice. All activities including day to day management, billing, termination etc. will be carried out from the office of the General Manager (O) DMRC or by his duly authorised representative. Notice shall be addressed as follows:

If to DMRC at

The GM Operations
B-Wing, 4th Floor, Metro Bhawan,
Fire Brigade Lane, Barakhambha Road
New Delhi-110001, INDIA

If to the LICENSEE, at

Address as given by licensee in tender document.

42 Handing over procedures

I/we shall indicate the locations of advertising panel, design of media vehicle structure, the advertising panels/type of advertisements for these locations and submit the plans of proposed panels, including its fixing arrangements for DMRC's approval within 30 days from date of issue of letter of Acceptance for utilization of space up to 721 SQM as one lot. The Licensee is required to deposit the first half yearly license fees along with the security deposit within 15 days from the date of issue of letter of acceptance. The Licensee will submit in one lot the list of locations identified (along with alternatives) with location plans, media vehicle design including the structural plans, cable routing plans for approval by DMRC within 30 days from the date of issue of letter of Acceptance. The license period will start 30 days from the date of issue of 1st approval by DMRC and billing will start from this date for the whole 721 SQM irrespective of whether space for advertisement is fully utilized or not. No extension on any count, pretext or excuse including non receipt of approvals will be considered by DMRC. All approved locations are deemed handed over on the date of issue of 1st approval by DMRC. The Licensee will start fabrication and installation within 7 days from the date of approval issued by DMRC. Placement of the advt. media / panels for commercial exploitation can start from the 31st day after the date of 1st approval of submissions by DMRC. The Licensee agrees voluntarily and unequivocally not to seek any claim, damages, compensation or any other consideration whatsoever, on account of delay in approval by DMRC nor engage in any form of correspondence in this regard.

43 The LICENSEE shall deliver to the DMRC the peaceful vacant physical possession of the licensed sites with the advertisement panels at the end of the term of the License Agreement or on termination of the said License Agreement on the terms contained herein in good working and usable condition. If the licensed sites along with the panels commissioned are not handed over in good condition, the DMRC shall reserve

the right to seek exemplary damages and shall be liable to recover costs and expenses to repair/ renovate the said panels / sites.

- 44 In case of **Natural Completion** of License Agreement, a grace period of 7 days will be granted to the lessee to vacate the Licensed Sites including the removal of the advertising media and materials from the DMRC Property. If the LICENSEE fails to vacate the Licensed Sites including the removal of the advertising media and materials from the DMRC Property within a grace period of 7 days from the date of natural termination of the License Agreement, the Licensee shall be deemed to be an unauthorized / illegal occupant of the said sites and will be liable to pay a penalty @ Rs.10 per Sq.ft per day for the entire period of such occupation along with the applicable annual license fees. DMRC shall also be entitled to forfeit the security deposit of the licensee for such unauthorized and illegal occupation of the said sites. The Licensee shall be liable for the costs and damages that may result from the removal of the advertising media / materials from the DMRC premises and shall undertake to indemnify and keep indemnified the DMRC from any claims or actions by any third party for such removal of the advertising media and materials.
- 45 If the LICENSEE fails to vacate the Licensed Sites including the removal of the advertising media and materials from the DMRC Property within a grace period of 30 days from the date of **premature termination**, because of any reason, of the License Agreement, the Licensee shall be deemed to be an unauthorized / illegal occupant of the said sites and will be liable to pay a penalty @ Rs.10 per Sq.ft per day for the entire period of such occupation along with the applicable annual license fees. DMRC shall also be entitled to forfeit the security deposit of the licensee for such unauthorized and illegal occupation of the said sites. The Licensee shall be liable for the costs and damages that may result from the removal of the advertising media / materials from the DMRC premises and shall undertake to indemnify and keep indemnified the DMRC from any claims or actions by any third party for such removal of the advertising media and materials.