



REQUEST FOR PROPOSAL
FOR SEMI-NAMING RIGHTS
AT MUMBAI METRO LINE 3 STATIONS

e-Tender Ref. No. MMRCL/Planning/PLN30/NFBR/RFP/01

October 7, 2020

Mumbai Metro Rail Corporation Limited
Hallmark Business Plaza, 8th Floor, Sant Dnyaneshwar Nagar,
Bandra East, Mumbai 400051

Disclaimer

- All information provided as a part of this Request for Proposal (RFP) to the prospective Bidding Entities by Mumbai Metro Rail Corporation Limited (MMRCL) is subject to the terms and conditions as laid down in this document
- The objective of this RFP is to provide information to the interested entities about the commercial opportunity and to facilitate their application for the same
- MMRCL makes no representation or gives any warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP Document
- Each Bidding Entity is advised to conduct its own assessment of the opportunity and obtain independent advice from appropriate sources as deemed necessary
- MMRCL may, at their absolute discretion, and without being under any obligation to do so, update, amend or supplement the information in this RFP document

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1. Definitions

Term	Definition
Semi-Naming Rights	Branding rights which gives the Licensee the right to prefix its name to the metro station name
License	Rights for Semi-Naming Rights at selected metro station on Mumbai Metro Line 3
Licensor	Mumbai Metro Rail Corporation Ltd (MMRCL)
Licensee	Selected Bidding Entity
Inclusions	Other collaterals available to the Licensee as part of the Semi-Naming Rights License
RFP	Request for Proposal also referred to as Tender Document
Corrigendum	Amendment to the RFP
Bidding Entity	Interested parties submitting Proposals towards this RFP
Proposal	Submissions by the Bidding Entity towards this RFP
Bid	Financial quote submitted by the Bidding Entities as amount payable in Year 1 to the Licensor for the License
License Period	Period for which the License is granted
Lock-in Period	Period for which the Licensee cannot terminate the License
Annual License Fee	Consideration for award of License to be paid annually
Escalation	% increase in License Fee applied per annum
Performance Guarantee	Bank guarantee furnished by the Licensee as security deposit against non-performance of Licensee's obligations
Awarded Station	Metro station for which rights are awarded to the Licensee
Branding Plan	Plan developed by the Licensee about the location and type of fixtures to be installed at the advertisement, promotions and other spaces available to the Licensee, to be submitted to MMRCL for approval
Mumbai Metro Line 3	Underground metro line being developed by MMRCL from Cuffe Parade to the Depot
Commissioning of Metro	Date from which commercial operations of station is commenced

2. Letter of Invitation

Tender No: MMRCL/Planning/PLN30/NFBR/RFP/01

Sub: Letter of Invitation (LOI) for 'Request for Proposal (RFP) from interested entities for License of Semi-Naming Rights for Mumbai Metro Line 3 Stations'

Dear Sir / Madam,

Mumbai Metro Rail Corporation Ltd (MMRCL), a 50:50 JV-SPV of Government of India and Government of Maharashtra is implementing Mumbai Metro Line 3 which is a 33.5 km fully underground metro line with 27 stations.

The purpose of this RFP is to select Licensees for the granting of Semi-Naming Rights to Mumbai Metro Line 3 stations. The eligibility criteria, commercial terms and other provisions have been detailed out under various sections of this RFP document. MMRCL shall evaluate all bids received and award the License to the eligible Bidding Entity which has submitted the highest Financial Bid.

The RFP document shall be available for download at the specified tender portal by paying the prescribed Tender Document Fee. As per the prescribed schedule, issue of 'response to queries' and corrigendum, if required, will be issued leading to the submission of the bid documents.

For further details, you may contact:

Mr. Swetal Kanwalu, AGM (Town Planning),
Mumbai Metro Rail Corporation Limited
Hallmark Business Plaza, 8th Floor, Sant Dnyaneshwar Nagar
Bandra East, Mumbai 400051
Phone: 022-26561355
Email: swetal.kanwalu@mmrcl.com

Sincerely,

Sd-

Mr. R. Ramana

Executive Director, Planning

October 7, 2020 | Mumbai

3. Objective of this Tender

- MMRCL intends to monetize commercial potential of Line 3 which will act as a source of funds for the project capital cost and / or operations cost
- MMRCL has carried out a feasibility study for Non-Fare Box Revenue (NFBR) generation which has identified Semi-Naming Rights as one of the revenue heads
- The purpose of this RFP is to select Licensees for the granting of Semi-Naming Rights to Mumbai Metro Line 3 stations
- **Bidding Entity may bid for one or more stations; however, it can submit only one Financial Bid per station**
- MMRCL shall evaluate all bids received and award the License to the eligible Bidding Entity which has submitted the highest Financial Bid
- **MMRCL envisages to award Semi-Naming Rights for 5-8 stations which receive the highest Financial Bids; however, it reserves the right to change the number of stations for which such rights shall be awarded**
- **MMRCL had undertaken the Expression of Interest (EOI) for Semi-Naming Rights in Feb'2020 for which it received 87 EOI submissions**
- **MMRCL expects healthy competition for this Financial Bid stage, given that the stations are some of the prominent landmarks and transport hubs in Mumbai with footfalls which are among the highest in the world**

4. Tender Summary & Advertisement

4.1 Tender Summary Table

Item	Description
Tender No.	MMRCL/Planning/PLN30/NFBR/RFP/01
Tender Name	Award of License for Semi-Naming Rights for Mumbai Metro Line-3 Stations
Tender Issue	October 7, 2020
Document Fee	INR 10,000/- plus 18% GST (i.e. INR 11,800/-) Non-refundable
Processing Fee (EMD)	INR 25,000/- Refundable
Contact Person	Mr. Swetal Kanwalu, AGM (Town Planning) Hallmark Business Plaza, 8th Floor, Sant Dnyaneshwar Nagar, Bandra East, Mumbai 400051 Phone:. 022-26561355 Email: swetal.kanwalu@mmrcl.com
<u>Tender Schedule -</u>	
Tender download	From date of issue till date of bid submission
Query submission	Till 13-Oct-2020
Response to Queries & Corrigendum	17-Oct-2020
Bid submission	Till 6-Nov-2020, 6 PM on tender portal No physical documents submission required
Bid opening	Shall be communicated subsequently

4. Tender Summary & Advertisement

4.2 Tender Advertisement



MUMBAI METRO RAIL CORPORATION LIMITED (MMRCL)

(A JV-SPV of Govt. of India and Govt. of Maharashtra)
Hallmark Business Plaza, 8th Floor, Sant Dnyaneshwar Nagar,
Bandra East, Mumbai 400051

REQUEST FOR PROPOSAL

MMRCL invites Request for Proposal (RFP) from interested entities for 'License' of
'Semi-Naming Rights for Mumbai Metro Line 3 Stations'

Interested entities should submit Proposal online
at www.tenderwizard.com/MMRC as per the prescribed guidelines
by November 6, 2020, 6 PM

Date & Time: October 7, 2020 at 12 noon | Place: Mumbai

-Sd-

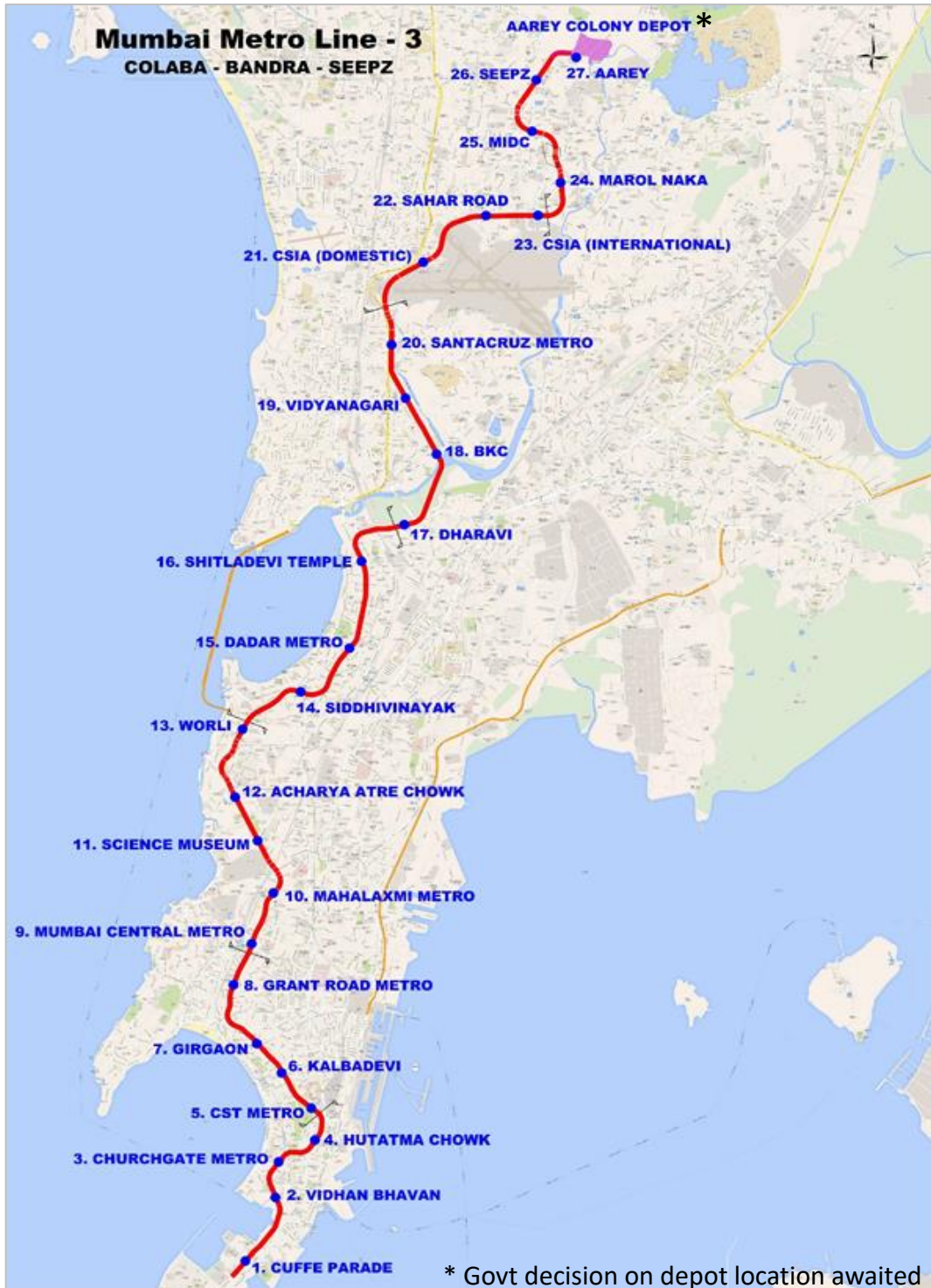
Executive Director (Planning)

5. About Mumbai Metro Line 3

5.1 Overview

- i. Mumbai Metro Rail Corporation (MMRCL) is a 50:50 JV-SPV of Government of India and Government of Maharashtra
- ii. **MMRCL is implementing Mumbai Metro Line 3 which is a 33.5 km fully underground metro line with 27 stations**
- iii. **87% of the tunneling work is complete as of Sep'2020 and the line is expected to be commissioned towards end of 2022**
- iv. Line 3 forms an integral part of the Mumbai Metro Master Plan as it provides unprecedented connectivity to Mumbai's business districts as well as major transport hubs in the city
- v. Metro Line-3 provides connectivity to -
 - i. ~ 30 employment clusters; government and private offices
 - ii. ~ 12 education institutions like schools, colleges & university
 - iii. ~ 11 major hospitals, ~ 25 religious & recreations areas
 - iv. ~ 10 major transportation hubs
 - v. ~ 3 million population in influence zone
- vi. Salient features of the line -
 - i. Train capacity of 3,000 passengers with 8 coaches, designed for peak hour peak direction traffic (PHPDT) of 72,000 passengers
 - ii. Maximum train speed of 85 kmph; journey speed of ~35 kmph
 - iii. Fully air conditioned
 - iv. Energy efficient rolling stock with regenerative braking system
 - v. Platform screen doors for passenger safety and energy efficiency
 - vi. Communication Based Train Control signaling system allowing driverless train operations
 - vii. 2-level stations provided with escalators and lifts, designed as barrier free access for differently abled
 - viii. Automatic Fare Collection system

5. About Mumbai Metro Line 3



5. About Mumbai Metro Line 3

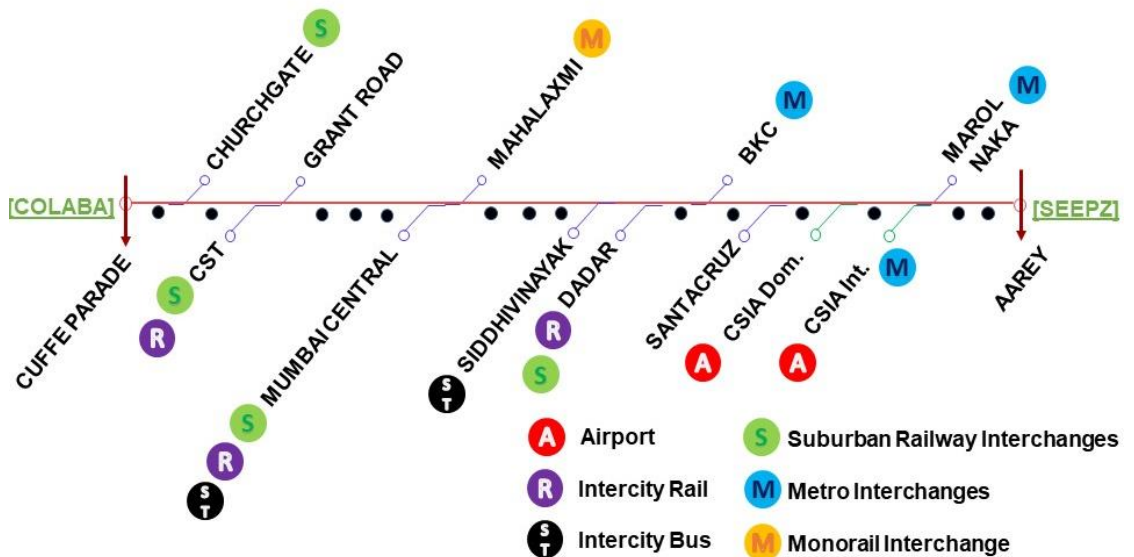


Line 3

5. About Mumbai Metro Line 3

- Line 3 provides rapid connectivity to major transport hubs in the city including suburban and long-distance train stations of CSMT, Churchgate and Mumbai Central
- Interchanges with Metro Line 1 at Marol Naka, Metro Line 2B at BKC, Metro Line 7 & 8 at Airport Terminal 2 and Monorail at Jacob Circle are planned
- These interchanges will allow for unparalleled rapid access to all parts of the city

Line 3 Interchanges with other transport hubs



5. About Mumbai Metro Line 3

5.2 Ridership

- Ridership as per the Detailed Project Report (DPR) had been forecasted for the years 2016, 2025 and 2031; ridership displayed below is for the year 2023 as it may be the first full operational year post commissioning; ridership for the year 2023 has been calculated assuming linear growth in ridership between years 2016 and 2025
- Ridership figures for each station given in the table below is the total of boarding and alighting passengers
- Total daily ridership in the table below accounts for only unique riders and does not double count boarding and alighting passengers
- Total ridership forecasted for 2023 is ~13 lacs passengers per day which is expected to be one of the busiest lines in the world
- For comparison, based on media reports, daily ridership of the operational Line 1 was 4.5 lacs prior to lockdown
- Although there may be a short-term impact on ridership of existing lines due to lockdown, the ridership recovery post easing of lockdown and resumption of operations suggest that there may be no long-term impact, and hence the forecasts made shall hold true

Forecasted daily ridership for Year 2023

SN	Station	Riders	SN	Station	Riders
1	Cuffe Parade	140,808	14	Siddhivinayak	100,541
2	Vidhan Bhavan	110,895	15	Dadar	168,467
3	Churchgate	92,289	16	Shitladevi (Mahim)	99,784
4	Hutatma Chowk (Fort)	111,054	17	Dharavi	91,317
5	CSMT (VT)	156,306	18	Bandra Kurla Complex	168,419
6	Kalbadevi	103,458	19	Vidyanagari (University)	57,895
7	Girgaon	92,914	20	Santacruz	74,162
8	Grant Road	75,878	21	CSIA Airport Domestic	85,370
9	Mumbai Central	85,568	22	Sahar Road	65,786
10	Mahalaxmi	85,560	23	CSIA Airport International	74,394
11	Science Museum	52,312	24	Marol Naka	99,578
12	Acharya Atrey Chowk	103,660	25	MIDC	84,893
13	Worli	91,940	26	SEEPZ	109,937
Total daily ridership (unique pax)					12,91,593

6. Eligibility Criteria

- i. Bidding Entity shall have **minimum turnover of INR 50 Crores** in the preceding financial year and **positive net worth** as of March 31st of the preceding financial year, for which audited financial statements shall be submitted by the Bidding Entities
- ii. **Consortium or joint ventures are not permitted** for this tender
- iii. Bidding Entity may be a sole proprietorship, partnership firm, private limited or public limited company
- iv. Turnover of the Bidding Entity, or its immediate / ultimate parent entity, holding a controlling majority stake in the Bidding Entity, shall be considered
- v. In all such cases where the Bidding Entity submits the financials of its holding entity, the Bidding Entity shall submit such parent's audited financial statements and the shareholding details of the Bidding Entity
- vi. Bidding Entity or any of its immediate / ultimate parent entity should not be debarred from participating in tenders with any of the following authorities –
 - i. MMRCL or any other Metro / Railway Organization in India
 - ii. Any Planning Authority in Maharashtra including MMRDA, MCGM, etc.
 - iii. Any Central or State Ministry or Department
 - iv. The Bidding Entity shall make this declaration in its Application Letter as per the prescribed format
 - v. In case at a subsequent date, the successful Bidding Entity is found to be debarred, MMRCL shall have full rights to cancel the allotment of License
- vii. Bidding Entity may submit Proposal for one or more stations

7. Semi-Naming Rights Inclusions

- i. **Brand name and logo to be prefixed** to the station name at all places wherever the station name is displayed at the station
- ii. **Neon signs** of the brand logo / name to be put up at all entry / exit structures to the station
- iii. First choice for selecting the locations of **100 sqm of advertisement space** at the concourse and platform levels, fare collection gates, staircases, elevators, lifts, platform screen doors, pillars, entry / exit gates, etc.
- iv. **Floor space of 5-20 sqm for promotions** / campaigns / ATMs at the concourse level
- v. Painting of station entry / exit structures as well as the inside areas with the **colour theme** of the brand
- vi. **In-train announcements** on the public announcement system to prefix the brand name as trains approach stations
- vii. Brand logo to be displayed at the bottom of the **station maps** as 'Brand Partner'
- viii. **Additional advertisement and promotions space if required** by the Licensee may be allotted by MMRCCL on proportionate commercial basis

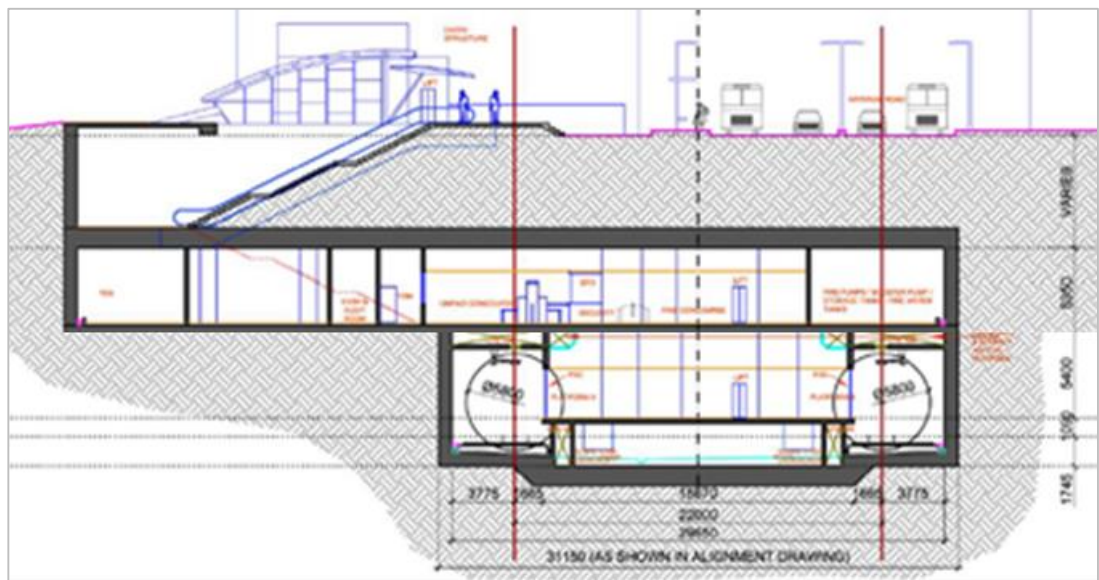
8. Typical Station Design

- The metro stations are typically designed over two underground levels - concourse and platform
- Concourse level is typically located 10-14 meters below ground level and serves as the place where commuters shall arrive after taking the escalator / elevator or stairs from the ground level
- Concourse level is split into two parts - unpaid area and paid area
- Unpaid area is where the commuters shall land and is where commuters can purchase tickets from ticket vending windows and ticket vending machines
- Unpaid area is separated from the paid area located at the center of the station box by the security gates and fare collection barriers
- Paid area accommodates vertical circulation elements (lifts, escalators and stairs) which allow for connectivity between the concourse and platform levels
- The platform is typically located 18-20 meters below ground level and is typically 185 meters long and 12 meters wide and is planned as an island with the tracks located on either side of it
- Along the platform are platform screen doors which screen the platform from the train and ensure high levels of safety for commuters by reducing the likelihood of accidents

8. Typical Station Design

Typical Station Cross Section

Level Zero	Ground level (at-grade) which will have station entry / exits
Level Minus 1	Concourse level which will have the ticketing area and the access points to go to the platform
Level Minus 2	Platform level from where passengers can board the metro



9. Indicative Branding Fixtures & Locations

Typical Station Cross Section



Note: Mumbai Metro Line 3, being a fully underground line, will have external facade limited to the extent of the entry / exits to the stations

9. Indicative Branding Fixtures & Locations



Backlit Panel



Panels



Pillar Wraps



Pop-up Kiosks



Lift Wall



Light Box



Standeers



Digital Boards



Brand name pre-fixed to station name across all displays at station



Fare collection gates have brand stickers pasted prominently on it



Lift Wraps



Staircase and Elevators covered with Banners



Platform Screen Doors



Floor Stickers



Brand name pre-fixed to station name at entrance/ exit of the station



Station Branding



Concourse

10. Branding Provisions

10.1 Brand Name Provisions

- i. The Licensee may prefix the brand name with the name of the station as “Brand Name Station Name”
- ii. The brand name to be displayed should only be from the following:
 - i. Name of the Bidding Entity
 - ii. Name of the immediate / ultimate parent of the Bidding Entity
 - iii. Brands owned and controlled by the Bidding Entity or its immediate / ultimate parent
- iii. At any given time, only one brand name from the above shall be displayed at the stations
 - i. For example, if Bidding Entity A owns brands X,Y,Z, at any given time, if Bidding Entity decides to display brand X, then the branding at all the designated locations shall be of brand X only
 - ii. For further clarification, the Bidding Entity cannot display brand X at a few locations, brand Y at other locations and so on
- iv. MMRCL may permit change in brand name within the group company for which the Bidding Entity shall have to seek formal written consent of MMRCL under exceptional circumstances
 - i. Exceptional circumstances include sale of the Brand to a third-party by the parent entity, liquidation of the Bidding Entity where the parent entity intends to continue with the License, etc.

10. Branding Provisions

10.2 Branding Prohibitions

- i. Prohibited categories on which branding is not allowed:
 - i. Racial ads or those propagating caste, community or ethnic differences
 - ii. Ads of drugs, alcohol, cigarette or tobacco items
 - iii. Ads propagating exploitation of women or children
 - iv. Ads with objectionable, indecent portrayals of people or objects
 - v. Ads depicting cruelty to animals
 - vi. Ads depicting any nation, state or institution in poor light
 - vii. Ads glorifying violence or those of explosives or weapons
 - viii. Lottery, sweepstakes and related advertisements
 - ix. Ads which may be defamatory, trade libelous, unlawfully threatening or unlawfully harassing
 - x. Ads of any political party (however, ads pertaining to achievements of different governments, their departments, ministries, govt undertakings and other govt authorities shall be permitted)
 - xi. Ads banned by the Advertising Council of India or by Law
- ii. Surrogate advertisement of the above shall be permitted only via prior written permission by MMRCL; decision to grant permission shall rest with MMRCL
- iii. The use of MMRCL name, logo or title without prior written permission is prohibited; no co-branding with MMRCL shall be allowed without prior permission
- iv. Any type of audio advertisement including those via digital media is prohibited at the station

10. Branding Provisions

10.3 Non-Compete Provisions

- i. MMRCL shall be tendering out remaining advertisement space inside stations and at entry / exit structures as part of the larger advertisement package for all stations, for which MMRCL envisages to tender out this package to a single Out-Of-Home (OOH) agency
- ii. Similarly, MMRCL will be leasing out remaining available floor space for commercial use to various agencies.
- iii. However, these agencies shall not be allowed to display advertisements or promote brands that compete with the Licensee's Brand at the Awarded Station; a non-compete clause shall be explicitly mentioned in the contract with these agencies as illustrated below -
 - i. If Semi-Naming Rights for a station is awarded to a Bank, other agencies shall not be allowed to display advertisements of Banks or promote core banking products and services or setup ATMs of competing brands at that Awarded Station; however, ads of other financial services products like insurance shall be allowed
 - ii. If Semi-Naming Rights for a station is awarded to a conglomerate with multiple business interests, other agencies shall not be allowed to display advertisements or promotions relating to the core businesses of the conglomerate
- iv. Both MMRCL and the Licensee shall be reasonable regarding the interpretation of competing brands / businesses and the final decision in this matter will rest with MMRCL
- v. As part of the contract with other agencies, they shall be asked to prepare a Media Plan which shall be approved by MMRCL through which MMRCL will ensure compliance of this non-compete clause
- vi. MMRCL shall also conduct periodic audits to ensure continued compliance
- vii. In case the Licensee finds that the non-compete clause is being violated by any agency, they shall inform MMRCL which will impose appropriate penalty on such violating agencies if the violation of the non-compete clause is proved on substantial grounds

10. Branding Provisions

10.4 Branding Space Provisions

- i. Branding space at entry / exit structures
 - i. All underground metro stations will be accessible via 4 to 6 entry / exit structures that are located at street level typically on a footpath; there is potential for locating branding fixtures on top of the entry / exit structures and on the sides of the structures
 - ii. The Licensee shall be provided with first choice for selecting half the number of entry / exit structures rounded off upwards to the nearest integer; for example, if a station has 5 entry / exit structures, Licensee shall be provided first choice for selecting any 3 entry / exit structures
- ii. Branding space inside stations
 - i. First choice for selecting the locations of 100 sqm of advertisement spaces within the station at the concourse, platform levels and entry / exit structures
- iii. Floor space for promotions
 - i. MMRCL shall earmark floor space to be provided to the Licensee
 - ii. 20 sqm to be provided at these 6 stations: Cuffe Parade, Hutatma Chowk (Fort), Siddhivinayak, Bandra Kurla Complex, CSIA Airport Terminal 1, CSIA Airport Terminal 2
 - iii. 5 sqm to be provided at all other stations
 - iv. MMRCL shall provide the Licensee with plain, unoccupied floor space without finishes which shall be furnished by the Licensee as per their requirement at their own cost after approval of Branding Plan by MMRCL

10. Branding Provisions

10.5 General Provisions

- i. Sub-licensing shall not be permitted under any circumstances
- ii. The Licensee shall prepare a Branding Plan covering all elements as per the 'Semi-Naming Rights Inclusions' and submit to MMRCL for approval which must specify exact locations, type of branding planned, materials to be used, etc.
- iii. MMRCL shall consider the plan with respect to aesthetics, safety and security considerations and other technical or operational considerations and reserves the right not to give approval if it deems that such works may act as hindrance to the smooth functioning of its operations at the station
- iv. The Licensee shall procure and install branding fixtures in consultation with MMRCL without damaging the station structures, utilities or finishes; in case of damage MMRCL will recover the cost from the Licensee
- v. The Licensee shall operate, manage and maintain all branding equipment by themselves
- vi. All applicable taxes and statutory levies including municipal advertisement levies in relation to the implementation of the branding shall be borne by the Licensee
- vii. All required approvals / permits / no objection certificates, etc. shall be obtained by the Licensee; MMRCL shall facilitate where required
- viii. Right of Way to the station shall be provided to the Licensee as per pre-agreed schedule for operations and maintenance (O&M)
- ix. Non-intrusive O&M shall be permitted during peak hours, while intrusive O&M shall be permitted during non-peak hours only

10. Branding Provisions

10.6 Utilities & Services Provisions

- i. Access to electricity shall be provided through typical plug points
- ii. A separate meter shall be installed at the cost of the Licensee for measuring electricity consumption
- iii. Licensee shall pay for the electricity charges on actuals
- iv. Access to data connectivity shall be provided as per the requirements submitted by the Licensee in the Branding Plan
- v. Licensee shall pay for the data connectivity charges on actuals
- vi. Housekeeping shall be provided by MMRCL as part of the upkeep and maintenance of the station at no additional cost to the Licensee

10.7 Minimum Material Specifications

- i. Licensee shall install branding fixtures conforming to international standards of high-quality advertising comparable to airports and global metro stations
- ii. Branding panels shall be installed by the Licensee conforming to the following minimum specifications or its equivalent:
 - i. Stainless Steel SS-304 frame
 - ii. Galvanized iron backing sheet
 - iii. Internal cables of fire-retardant, low smoke, zero halogen (FRLSZH) for underground spaces
 - iv. Tube Luminescent tubes for back lighting / illumination with electronic ballast
 - v. Polycarbonate sheet as cover of GE make or equivalent
 - vi. Energy saving technologies like LED, etc.

11. Commercial Terms

11.1 License Tenure

- i. **License Period shall be 5 years** from the date of Commissioning of Metro operations, unless otherwise terminated by MMRCL or surrendered by the Licensee
- ii. License Period for additional branding space allotted during the tenure of the License shall also be co-terminus with original License Period
- iii. **Lock-in Period shall be 2 years** from the date of commencement of the License Period
- iv. Time period for the Licensee to design and install the Semi-Naming and branding infrastructure prior to the commissioning of the metro will not be counted as part of the License Period
- v. After successful completion of the full term of the License Period, MMRCL shall undertake a fresh bidding process to grant of Semi-Naming Rights
 - i. The existing Licensee shall be provided Right of First Refusal (ROFR) to match the winning financial bid
 - ii. In case the Licensee successfully exercises the ROFR, it shall be granted the new License as per the updated terms and conditions of the new License Agreement

11. Commercial Terms

11.2 Annual License Fee

- i. The Licensee shall, in consideration of the License granted by MMRCL, pay to MMRCL an Annual License Fee for each station for which Semi-Naming Rights have been awarded to the Licensee, which shall be escalation by 5% per annum
- ii. The Annual License Fee shall be as per the Financial Bid submitted by the winning Bidding Entity
- iii. The Annual License Fee shall be payable on an annual basis in advance as set out in the License Agreement
- iv. MMRCL shall raise the invoice for the first year 2 months prior to Commissioning of Metro which shall be communicated to the Licensee by MMRCL
- v. For subsequent years, MMRCL will raise the invoice 2 months prior to the end of every year of the License Period
- vi. Invoice shall be raised on the first date of the month, payable by the 20th of the same month failing which interest at the rate of 12% per annum shall be charged for a period of 30 days and 18% per annum thereafter
- vii. In case, default persists on the 31st day counted from due date, MMRCL shall issue a notice of intent to terminate the License
- viii. After expiry of notice period of 30 days, if the default still persists, MMRCL shall have the right to terminate the License forthwith or grant the Licensee further extension in case of exceptional circumstances subject to MMRCL's assessment
- ix. In case the License is terminated, MMRCL has the right to invoke the Performance Guarantee as detailed in the next section

11. Commercial Terms

11.3 Performance Guarantee

- i. At the time of signing the License Agreement, the winning bidder shall furnish Interest Free Performance Guarantee to MMRCL for an amount equal to 10% of the Annual License Fee quoted by the Licensee
- ii. It shall be an irrevocable Bank Guarantee (BG) issued by a Nationalized or Commercial Bank payable at branches of the said bank located in Mumbai with a validity of 12 months
- iii. This BG shall continue to be extended by 12 months up to 6 months prior to Commissioning of Metro line
- iv. The Licensee shall, 6 months prior to Commissioning of Metro, furnish a fresh BG for an amount equal to 50% of the Annual License Fee quoted by the Licensee with a validity of 12 months
- v. The Licensee shall, 2 months prior to the expiry of the BG, extend it by 12 months and augment the BG to 50% of the Annual License Fee of the subsequent year, till the end of the License Period
- vi. In case the Licensee fails to furnish the prescribed BG from time to time, MMRCL shall issue a notice with a 15-day cure period; if the Licensee still fails to furnish the BG, then MMRCL should have the right to terminate the License and the Licensee shall forfeit the Annual License Fee paid in advance for the year

11. Commercial Terms

11.4 Other Payables

- i. All statutory taxes including GST, municipal and other levies, insurance premium, as applicable to this License shall be billed by MMRCL to the Licensee and shall be remitted along with the Annual License Fee for onward remittance to the relevant government authorities
- ii. The Licensee shall save MMRCL harmless from liability for any dues against the above; the Licensee indemnifies MMRCL from any claims that may arise from the statutory authorities in connection with this License
- iii. Payment of stamp duty for execution of License Agreement shall be borne by Licensee
- iv. The Licensee shall solely bear the cost of installation, operations and maintenance of all branding fixtures
- v. Utility charges for electricity and data connectivity shall be billed by MMRCL to the licensee on actuals on a quarterly basis payable within 30 days
- vi. Direct taxes on respective income shall be borne by the respective Parties
- vii. Adjustments for damages -
 - i. At the time of the successful completion of the License Period or at the time of termination, the Licensee shall be provided 2 weeks to uninstall and remove all the fixtures during which the Licensee shall ensure no damage to the station structures, utilities and finishes
 - ii. After the Licensee has removed all the fixtures, MMRCL will take 2 weeks to assess the cost of the damages caused by the Licensee if any, and shall bill the Licensee for the same payable within 15 days
 - iii. Interest Free Performance Guarantee furnished by the Licensee shall be returned to the Licensee after all payments against damages and other dues payable to MMRCL are recovered
 - iv. MMRCL reserves the right to recover the outstanding dues from the other contracts between the Licensee and MMRCL, if any

12. Suspension & Termination

12.1 Force Majeure

- i. Force Majeure here refers to an extraordinary event or circumstance beyond the control of the parties, such as a war, strike, riot, crime, pandemic, etc. which prevents one or both the parties from fulfilling their obligations under the contract
- ii. The failure of a Party to fulfil any of its obligations under the License Agreement or the RFP shall not be considered to be a breach of, or default under this License, so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out terms and conditions of this License
- iii. A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfil its obligations hereunder with a minimum of delay
- iv. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than 15 days following the occurrence of such event, providing evidence of the nature and causes of such event and shall similarly give notice of restoration of normal conditions as soon as possible
- v. The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure

12.2 Suspension of License

- i. MMRCL may suspend the License, by written notice of suspension to the Licensee, if the Licensee fails to perform its obligations under this License
- ii. Such notice of suspension shall specify the nature of the failure and shall provide the Licensee a cure period to remedy such failure within a period not exceeding 30 days after receipt by the Licensee of such notice of suspension
- iii. There shall be no adjustments for the duration of the suspension to the Annual License Fee paid by the Licensee in advance

12. Suspension & Termination

12.3 Termination of License

- i. MMRCL shall, by not less than 30 days, give a written notice of termination to the Licensee after the occurrence of any of the following Events of Default
 - i. If the Licensee fails to remedy a failure in the performance of their obligations under the License, as specified in a notice of suspension within 30 days of receipt of such notice of suspension or within such further period as MMRCL may have subsequently approved in writing
 - ii. If the Licensee becomes insolvent or bankrupt or enters into any agreements with their creditors for relief of debt or takes advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary
 - iii. If the Licensee fails to comply with any final decision reached as a result of arbitration proceedings
 - iv. If the Licensee submits to MMRCL a statement which has a material effect on the rights, obligations and interests of MMRCL and which the Licensee knows to be false
 - v. If, as a result of Force Majeure, the Licensee is unable to perform a material portion of the License for a period of not less than 60 days
 - vi. If the Licensee, in the judgment of MMRCL has engaged in corrupt or fraudulent practices in competing for or in executing the License
 - vii. If MMRCL in its sole discretion for any reason whatsoever, decides to terminate this License
- ii. Upon termination or expiry of this License, all rights and obligations of the Parties hereunder shall cease, except -
 - i. Such rights and obligations as may have accrued on the date of termination or expiration
 - ii. The obligation of confidentiality
 - iii. Any right which a Party may continue to have under applicable law

12. Suspension & Termination

12.4 Dispute Resolution

- i. Except where otherwise specified in the License Agreement and subject to the powers delegated to him / her by MMRCL in force, the decision of the Executive Director (Planning) of MMRCL shall be final, conclusive and binding on all Parties to the License for all questions relating to the meaning and interpretation of the License conditions or regarding any other question, claim, right, matter or things whatsoever arising out of or relating to the License

- ii. If the Licensee is not satisfied with the order passed by the Executive Director as aforesaid, the Licensee may within 30 days of receipt by him / her of any such order, appeal against it to the Managing Director of MMRCL who, if convinced that prima facie the Licensee's claim rejected by Executive Director (Planning) is not frivolous and that there is some substance in the claim of the Licensee and would merit a detailed examination through a suitable committee appointed for the purpose by the Managing Director if necessary and in that case, decision taken by the committee shall be finalized by MMRCL and same shall be binding to the Licensee

- iii. If the Licensee is still not satisfied with the resolution, then legal action may be initiated where courts of Mumbai shall have the exclusion jurisdiction

13. E-Tender Guidelines

- i. The RFP Document is available for download from the portal www.tenderwizard.com/MMRC upon payment of the prescribed Tender Document Fee
- ii. Those Bidding Entities not registered on the above-mentioned portal are required to get registered beforehand
- iii. The e-tendering guidelines, system requirements, etc. are available on the tender portal
- iv. The Bidding Entity must have valid class-III signing and encryption digital signatures to access the tender and submit the bid; in case this is not available, the procedure to get the same is given in the link below which should be initiated well before time to allow for procedural delays
- v. Further details can be accessed at www.tenderwizard.com/ROOTAPP/Help/ETenderingGuidelinesV6.13062018.pdf
- vi. Bidding Entities may contact the service provider M/s. ITI Limited's representative at 7666563870 / 080-49352000 or e-mail ID: twhelpdesk358@gmail.com for any assistance from 9 AM to 8 PM IST on working days
- vii. Bidding Entities should look to make the EMD payment at least 48 hours prior to submission as it may take up to T + 2 days for the payment to reflect on the portal
- viii. We advise you to prepare and submit the bid well before time to avoid last minute technical issues and challenges

14. Submission of Proposals

- i. MMRCL will timely provide at no cost to the Bidding Entities, relevant information required for the preparation of the Bidding Entity Proposal
- ii. The Bidding Entity shall bear all costs associated with the preparation and submission of its Proposal, subsequent negotiations and MMRCL shall not be liable for those costs, regardless of the conduct or outcome of the selection process
- iii. The information submitted in the RFP document will form the basis for evaluation for the Bidding Entities
- iv. The Bidding Entities shall participate in the tender as per the instructions given in this RFP document; the Proposal shall comprise all the documents and forms listed in the submission guidelines
- v. The Proposal and all the related correspondence and documents shall be written in English language only
- vi. RFP shall be submitted online on the prescribed e-tendering portal as per the prescribed guidelines
- vii. It shall be the responsibility of the Bidding Entity to ensure that its Proposal is submitted to MMRCL before the submission deadline
- viii. MMRCL will not be responsible for delay, loss or non-receipt of Proposal
- ix. If the cost of the Tender Document and Tender Processing Fee is not paid online before submission, the Proposal shall be rejected summarily
- x. All Proposals shall be signed by the Authorized Signatory of the Bidding Entity
- xi. **To meet the Eligibility Requirement, the Bidding Entities have to submit audited financial statements for the preceding financial year as well as the duly filled up Eligibility Form and upload the same in the technical section of the tender portal**
- xii. **Similarly, the Financial Bid should be prepared using the prescribed excel format in the financial section of the tender portal**
- xiii. **The Financial Bid shall be the quoted Annual License Fee for the first year of the License for the selected metro station**
- xiv. **Bidding Entity may bid for one or more stations**
- xv. **Bidding Entity can submit only one Financial Bid per station**
- xvi. The Financial Bid should be submitted clearly indicating the Annual License Fee in both figures and words, in Indian Rupees; in the event of any difference between figures and words, the amount indicated in words shall prevail

14. Submission of Proposals

14.1 Proposal Validity

- i. Proposals must remain valid for 180 days from the last date of Proposal submission as per this RFP
- ii. MMRCL will make its best effort to complete the negotiations within the Proposal's validity period, however, should the need arise, MMRCL may request, in writing, all Bidding Entities who submitted Proposals prior to the submission deadline to extend the Proposals' validity
- iii. If the Bidding Entity agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal
- iv. The Bidding Entity has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated

14.2 RFP Clarifications / Corrigendum

- i. The Bidding Entity may request a clarification of any part of the RFP. Any request for clarification must be sent via email to the MMRCL email address mentioned in this document; MMRCL will respond via email to all Bidding Entities and if it deems it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:
 - i. At any time before the Proposal submission deadline, MMRCL may amend the RFP by issuing a Corrigendum and communicating the release of the same to the Bidding Entities via email; the Corrigendum shall be sent to all Bidding Entities and will be binding on them
 - ii. If the amendment is substantial, MMRCL may extend the submission deadline to give the Bidding Entities reasonable time to take an amendment into account in their Proposals
 - iii. The Bidding Entity may submit a modified Proposal or a modification to any part of it at any time prior to the submission deadline; no modifications to the Proposal shall be accepted after the deadline

15. Opening & Evaluation of Proposals

- i. **MMRCL's evaluation committee shall open the Technical Proposal; all Proposals that meet the Eligibility Criteria shall be eligible for opening of their Financial Proposal**
- ii. **Conditional Proposals shall be rejected outright by MMRCL**
- iii. **MMRCL shall notify all eligible Bidding Entities to attend the opening of the Financial Proposal; the Financial Proposal will then be opened in front of representatives of Bidding Entities either in person or through video conferencing**
- iv. **The Bidding Entity found eligible and quoting the highest amount as Annual License Fee in its Financial Proposal shall normally be declared as the selected Bidding Entity for the License**
- v. In the event of two or more technically qualified Bidding Entities quoting same amount in Financial Proposal for the License, MMRCL may ask the tie Bidding Entities to submit their revised Financial Proposals with the amounts quoted by them earlier as reserve price for such Financial Bid
- vi. In such case, the Bidding Entity who amongst the tie Bidding Entities, quotes the higher amount in the revised Financial Bid will normally be declared as the selected Bidding Entity for the License
- vii. Further, in the event of the highest Bidding Entity withdrawing its offer or not being selected for any reason in the first instance for the License, MMRCL without being under any obligations to do so, may, at its sole discretion, may either invite the next higher Bidding Entity for the License, and if necessary match the Bid of the aforesaid highest Bidding Entity or annul the RFP process as deemed appropriate by MMRCL
- viii. MMRCL reserves the right to reject any/all Bids including the highest Bid or withdraw the Bid at any stage without assigning any reasons whatsoever; nothing contained herein shall confer a right upon a Bidding Entity or any obligation upon the MMRCL
- ix. The Bidding Entity hereby voluntarily and unequivocally agrees that MMRCL shall not be under any obligation or be liable for any acceptance, rejection or annulment of any/all Bids and the Bidding Entity shall not to seek any claims, damages, compensation or any other consideration whatsoever on this account, from MMRCL

16. Other RFP Terms

16.1 Conflict of Interest

- i. A Bidding Entity shall not have a Conflict of Interest that affects the Bid Process; any Bidding Entity found to have such a Conflict of Interest shall be disqualified
- ii. In the event of disqualification, MMRCL shall appropriate the Tender Processing Fee (EMD) as damages payable to MMRCL for, inter alia, the time, cost and effort of MMRCL, including consideration of such Bidding Entity's Proposal, without prejudice to any other right or remedy that may be available to the MMRCL under this RFP or otherwise
- iii. Without limiting the generality of the above, a Bidding Entity shall be deemed to have a Conflict of Interest affecting the bidding process, if:
- iv. A constituent of Bidding Entity is also a constituent of another Bidding Entity
- v. Bidding Entity, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidding Entity, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidding Entity, its Member or any Associate thereof
- vi. Bidding Entity has the same legal representative for purposes of this Bid as any other Bidding Entity
- vii. Such Bidding Entity, or any Associate thereof, has a relationship with another Bidding Entity, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's information about, or to influence their Bids
- viii. Such Bidding Entity or any Associate thereof has participated as a consultant/contractor to MMRCL in the preparation of any documents regarding this Tender

16. Other RFP Terms

16.2 Corrupt & Fraudulent Practices

- i. The Bidding Entity and their personnel shall observe the highest standard of ethics during the tender process and must not indulge in any corrupt or fraudulent practice defined here under:
- ii. 'Corrupt practice' is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party
- iii. 'Fraudulent practice' is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation
- iv. 'Collusive practices' is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party
- v. 'Coercive practices' is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party

16.3 Confidentiality

- i. From the time the Proposals are opened to the time the License is awarded, the Bidding Entity should not contact MMRCL on any matter related to its Financial Proposal
- ii. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Bidding Entities who submitted the Proposals or to any other party not officially concerned with the process, until the License is awarded
- iii. Any attempt by Bidding Entities or anyone on behalf of the Bidding Entity to influence MMRCL improperly in the evaluation of the Proposals or License award decisions may result in the rejection of its Proposal
- iv. Notwithstanding the above provisions, from the time of the Proposals' opening to the time of License award, if a Bidding Entity wishes to contact MMRCL on any matter related to the selection process, it should do so only in writing

Annexure 1: Draft License Agreement

< To be executed on non-judicial stamp paper, stamped in accordance with the Stamp Act of the Government of Maharashtra >

This 'LICENSE AGREEMENT' is made on this _____ day of two thousand twenty between Mumbai Metro Rail Corporation Limited (MMRCL), a company incorporated under the provisions of the Companies Act, 1956/2013, having its corporate office at Hallmark Business Plaza, 8th Floor, Sant Dnyaneshwar Nagar, Bandra East, Mumbai 400051, hereinafter referred to as the 'LICENSOR' on the one part, represented by _____ (name and designation of representing officer), MMRCL, which term shall, unless excluded by or repugnant to the context, be deemed to include its representatives, successors and assignees.

And,

_____ (Name of the successful Bidding Entity), a Company / Partnership Firm / Proprietorship Firm / Trust incorporated / registered under the provisions of the _____ Act, _____ bearing registration number _____ and having its registered office at _____

_____ represented by _____ (name and designation of representing officer) on the other part, hereinafter referred to as the 'LICENSEE', which term shall, unless excluded by or repugnant to the context, be deemed to include its representatives, successors and assignees.

Annexure 1: Draft License Agreement

WHEREAS,

The Licensor, with a view to augment its revenues through Non-Fare Revenue initiatives had invited proposals (via Request For Proposal no. MMRCL/Planning/PLN30/NFBR/RFP/01 dated October 7, 2020 (the 'RFP') from interested parties for granting Semi-Naming Rights at Mumbai Metro Line-3 stations. After evaluation of the bids, the Licensor has selected _____ as the Licensee for assigning Semi-Naming Rights at _____ Metro Station (the 'Selected Station') of Mumbai Metro Line 3 on "as is where is basis".

The Licensor has agreed to provide to the Licensee Semi-Naming Rights for the Selected Station on payment of Annual License Fee and other specified utility charges to the Licensor (the 'License') on the terms and conditions mentioned in this License Agreement.

The Licensee shall have the right to Semi-Name the Selected Station with its brand name _____ as per the terms and conditions in the RFP at its own cost. The Branding Plan shall be prepared by the Licensee and submitted for approval to the Licensor. Post approval from the Licensor, the Licensee shall implement the approved Branding Plan.

It is deemed necessary and expedient to enter into this License Agreement to record the terms and conditions of the said Agreement.

NOW THEREFORE,

in consideration of the mutual promise and consideration set out herein, the Licensor and the Licensee (hereinafter collectively called 'Parties') witness and hereby agree as follows:

- i. The following documents hereto shall be deemed to form an integral part of this License Agreement:
 - i. The Letter of Acceptance (LOA) issued by the Licensor in favour of the successful Bidding Entity
 - ii. All the submission Proposals and documents made by the Licensee as part of the RFP submission
 - iii. Corrigendum to the RFP if issued by the Licensor
 - iv. RFP No. MMRCL/Planning/PLN30/NFBR/RFP/01 dated October 7, 2020 in its entirety along with all its Annexures

Annexure 1: Draft License Agreement

- ii. The Licensee shall have following inclusions as part of the License:
 - i. Brand name and logo to be prefixed to the station name at all places wherever the station name is displayed at the station
 - ii. Neon signs of the brand logo / name to be put up at all entry / exit structures to the station
 - iii. First choice for selecting the locations of 100 sqm of advertisement space at the concourse and platform levels, fare collection gates, staircases, elevators, lifts, platform screen doors, pillars, entry / exit gates, etc.
 - iv. Floor space of 5-20 sqm for promotions / campaigns / ATMs at the concourse level
 - v. Painting of station entry / exit structures as well as the inside areas with the colour theme of the brand
 - vi. In-train announcements on the public announcement system to prefix the brand name as trains approach stations
 - vii. Brand logo to be put at the bottom of the maps at the station as 'Brand Partner'
 - viii. Additional advertisement and promotions space if required by the Licensee may be allotted by MMRCL on proportionate commercial basis
- iii. Sub-licensing of any of the above inclusions of Semi-Naming Rights License shall not be permitted under any circumstances

Annexure 1: Draft License Agreement

- iv. The Licensee shall not implement any Branding elements related to the following prohibited categories:
 - i. Racial ads or those propagating caste, community or ethnic differences
 - ii. Ads of drugs, alcohol, cigarette or tobacco items
 - iii. Ads propagating exploitation of women or children
 - iv. Ads with objectionable, indecent portrayals of people or objects
 - v. Ads depicting cruelty to animals
 - vi. Ads depicting any nation, state or institution in poor light
 - vii. Ads glorifying violence or those of explosives or weapons
 - viii. Lottery, sweepstakes and related advertisements
 - ix. Ads which may be defamatory, trade libelous, unlawfully threatening or unlawfully harassing
 - x. Ads of any political party (however, ads pertaining to achievements of different governments, their departments, ministries, govt undertakings and other govt authorities shall be permitted)
 - xi. Ads banned by the Advertising Council of India or by Law

- v. Surrogate advertisement of the above shall be permitted only via prior written permission by MMRCL; decision to grant permission shall rest with MMRCL

- vi. The use of MMRCL name, logo or title without prior written permission is prohibited; no co-branding with MMRCL shall be allowed without prior permission

- vii. Any type of audio advertisement including those via digital media is prohibited at the station

Annexure 1: Draft License Agreement

- viii. The License for Semi-Naming Rights shall be valid for the duration of the 'License Period' with the specified 'Lock-in Period' from the date of Commissioning of Metro', which shall be communicated by the Licensor to the Licensee, unless terminated earlier as per the terms and conditions in the RFP
- ix. The time period for the Licensee to design and install Semi-Naming and branding fixtures prior to the Commissioning of Metro will not be a part of the License Period
- x. The Licensee shall have exclusive rights at the Awarded Station as per the terms and conditions mentioned in this License Agreement and the RFP
- xi. The License shall be granted for branding and promotions on bare sites on "as is where is basis" and installed by the Licensee at its own cost as per the provision of this License Agreement and the RFP
- xii. The Licensee shall equip himself with all necessary permits, licenses and such other permissions as may be required under the law in force at any time with regard to the operation of the said License
- xiii. The Licensee shall pay all applicable taxes, levies including municipal levies on advertising and insurance premiums payable under Applicable Law, during its performance under the License Agreement
- xiv. After successful completion of the License Period, the Licensee shall be provided Right of First Refusal (the 'ROFR') to match the winning Bid of the subsequent RFP in order to renew the License with the updated terms and conditions as decided by the Licensor
- xv. If the Licensee is desirous of terminating the License before completion of the License Period or the Licensor decides to terminate the License before the completion of the License Period, such termination shall be in accordance with the terms and conditions mentioned in the RFP and this License Agreement

Annexure 1: Draft License Agreement

- xvi. The Licensee shall pay the Annual License Fee for the first year of the License Period and for subsequent years, the Annual License Fee will be escalated by 5% per annum for the Awarded Station for which Semi-Naming Rights have been granted to the Licensee by the Licensor
- xvii. The Licensee shall pay Annual License Fee in advance 2 months prior to the commencement of every year of the License
- xviii. Invoice shall be raised on the first date of the month and the Licensee shall pay the fee by 20th of the same month failing which interest at the rate of 12% per annum shall be charged for a period of 30 days and 18% per annum thereafter
- xix. In case, default persists on the 31st day counted from due date, the Licensor will issue a notice of intent to terminate the License; after expiry of notice period of 30 days, if the default still persists, the Licensor shall have the right to terminate the License forthwith or grant the Licensee further extension in case of exceptional circumstances subject to Licensor's assessment
- xx. The Licensee shall make payment of Annual License Fee by demand draft / banker's cheque (or NEFT / RTGS / IMPS) in favour of Mumbai Metro Rail Corporation Ltd, payable in Mumbai
- xxi. The Licensee has furnished a performance security in the form of an Interest Free Performance Guarantee, a sum equal to 10% of the Annual License Fee quoted by the Licensee vide Bank Guarantee No. _____ dated _____ in favour of Mumbai Metro Rail Corporation Ltd with a validity of 12 months
- xxii. The Licensee shall, 6 months prior to the date of Commissioning of Metro, furnish a new fresh Performance Guarantee for an amount equal to 50% of the Annual License Fee quoted by the Licensee and shall have validity of 12 months and shall continue to extend and augment the Bank Guarantee till the end of the license period equivalent to 50% of the License Fee of the subsequent period
- xxiii. The Licensee shall furnish an augmented Performance Guarantee 2 months prior to the expiry date of the said guarantee; in case the Licensee fails to extend the Performance Guarantee within the above-mentioned timeline, the Licensee shall be given a 15 days notice period; if the Licensee fails to extend the Performance Guarantee even after the notice period, then the Licensor shall have the right to invoke / encash the Performance Guarantee in force without any prior intimation to the Licensee

Annexure 1: Draft License Agreement

- xix. The Licensor shall not be responsible for any loss or damage caused to the Licensee on any account whatsoever
- xx. It shall be the responsibility of the Licensee at all time during the currency of the License Agreement to obtain adequate fire, theft and burglary insurance coverage in respect of all its movable and immovable assets in the licensed spaces and the Licensor shall not be responsible for any loss or damage caused to the Licensee on any account whatsoever
- xxi. The Licensee shall use the designated space only for the bona fide purpose as mentioned in the RFP and this License Agreement, and for no other purpose
- xxii. In the event of failure, negligence or breach, in the opinion of the Licensor, on the part of the Licensee in complying with all or any of the conditions of the License Agreement, the Licensor shall be entitled and be at liberty to terminate the License forthwith; the Licensor has the right to invoke the Performance Guarantees / recover outstanding dues as per the clauses mentioned in the RFP
- xxiii. The Licensor and the Licensee further agree that they are bound by the terms and conditions of the RFP including any corrigendum thereof. In case of any conflict between the RFP (including any corrigendum and / or addendum thereof) and this License Agreement, the later shall prevail insofar as the spirit of the RFP is not affected thereby
- xxiv. The RFP and Corrigendum, are an integral part of this License Agreement and are annexed to this agreement

Annexure 1: Draft License Agreement

Term Sheet

Heads of Terms	Description
License	Semi-Naming Rights of metro station
Awarded Station Name	< to be inserted >
License Period	5 years
Lock-in Period	2 years
Annual License Fee	Rs < to be inserted at the time of signing of agreement >
License Fee Escalation	5% per annum
Exclusivity	Exclusive Semi-Naming Rights for that specific station; however, general advertisement rights will be licensed to OOH agency
Non-Compete	OOH agency cannot advertise competing brands
Sub-Licensing	Not permitted
Cost of Fixture Installations	To be borne by the Licensee; space provided on as-is, where-is basis
Utility Charges	To be billed and paid on actuals
Performance Guarantee	Equivalent of 6 months Annual License Fee of the next year
License Renewal	Licensee has Right of First Refusal
Commencement of License Period	From date of Commissioning of Metro
Pre-Commencement Period	6 months prior to Commissioning of Metro for installation of fixtures; no License Fee payable for this period
Payment of Annual License Fee	Payable annually 2 months prior to start of the every year
License Inclusions	Brand name, logo displayed, 100 sqm advertising space, 5-20 sqm promotion floor space, colour theme, in-train announcements, logo on station map
Termination by Licensee	Can be done after Lock-in Period; Performance Guarantee will be encashed

Annexure 1: Draft License Agreement

Licensor and Licensee represent and warrant that they are authorized to execute this License Agreement.

In witness whereof, the Parties hereto have caused this License Agreement to be signed in their respective names as of the day and year first written above.

Authorized Signatory Sign & Stamp

For Mumbai Metro Rail Corporation Ltd (Licensor)

Name & Designation:

Phone & Email:

Authorized Signatory Sign & Stamp

For _____ (Licensee)

Name & Designation:

Phone & Email:

Witness:

- i. Name, Designation, Contact
- ii. Name, Designation, Contact

Annexure 2: Application Letter

< to be submitted on Bidding Entity’s letterhead >

To,
Executive Director (Planning)
Mumbai Metro Rail Corporation Limited
Hallmark Business Plaza, 8th Floor, Sant Dnyaneshwar Nagar
Bandra East, Mumbai 400051

Sub: Application towards RFP for Appointment of Licensee for Semi-Naming Rights for Mumbai Metro Line 3 Stations

Sir,

Being duly authorized to represent and act for and on behalf of

.....
(the ‘Bidding Entity’), the undersigned hereby submits our Proposal for Appointment of Licensee for Semi-Naming Rights for Mumbai Metro Line 3 stations, according to the terms & conditions provided by in this RFP. Our Financial Proposal has been uploaded in the prescribed excel format on the tender portal.

We hereby submit the following towards the Eligibility Criteria:

Financial Year	Turnover in INR Crores Previous Financial Year	Net Worth in INR Crores As of March 31

MMRCL’s representatives may contact the following for further information:

Name & Designation:

Phone & Email:

This application is made with full understanding that MMRCL reserves the right to reject or accept any / all bids and / or cancel the bidding process, for which MMRCL shall not be liable nor under any obligation to inform the Bidding Entity of the same.

Annexure 2: Application Letter

< to be submitted on Bidding Entity’s letterhead >

We, the undersigned, declare the statements made and the information provided in our Proposal are complete and accurate. We confirm that we have read, understood and accepted the terms and conditions of this RFP.

We agree to keep our offer valid for 180 days from the date of our submission. We undertake that we are not debarred from bidding by any of the authorities as specified in this RFP.

Sincerely,

Name, Designation & Sign of authorized signatory:

Name & Seal of Bidding Entity:

Date & Place:

Enclosures:

SN	Document	Section of Tender Portal	Uploaded on Tender Portal (tick)
1	Application letter	Technical Section	
2	Self-attested with seal audited financial statements	Technical Section	
3	Self-attested with seal tender documents – RFP, response to queries, corrigendum	Technical Section	
4	Financial Bid in excel format	Financial Section	

Note: < not to be printed on the application letter >

- i. Audited financial statements shall be submitted by the Bidding Entity for FY2019-20
- ii. If financial statements for FY2019-20 has not yet been audited, then financial statements for FY2018-19 shall be submitted
- iii. All documents to be uploaded on the tender portal; no physical submission required
- iv. Audited financial statements & tender documents are required to be self-attested on the first and last page of the documents either through ink or digital signature



END OF DOCUMENT

Mumbai Metro Rail Corporation Limited
Hallmark Business Plaza, 8th Floor, Sant Dnyaneshwar Nagar,
Bandra East, Mumbai 400051