

EXPRESSION OF INTEREST

DELHI METRO RAIL CORPORATION LIMITED

(A joint Venture of Government of India & Government of NCT Delhi)
Fourth Floor, 'B' Wing, Fire Brigade Lane, Barakhamba Road,
New Delhi-110001 [Ph: 011-23417910/911/912]

EOI No. : DMRC/OP/DIGIPF/02

EOI Name : Selection of Partner(s) for onboarding them
on DMRC Digital Platform

DMRC App Name : DMRC FuNB App

Definitions

For the purpose of this document, the following words and phrases shall have the meaning assigned to them as hereunder: -

- a) **DMRC Digital Platform [DDP]**
The new age digital mobile app "DMRC FuNB" being developed by Delhi Metro Rail Corporation Ltd.
- b) **DMRC Digital Platform User [DDPU]**
Users of DDP.
- c) **Partner**
Merchants on-boarded & managed on the DDP by DMRC, for providing goods / services to the DDPU.

Introduction

Delhi Metro Rail Corporation Ltd. (DMRC) is creating its next generation digital technology platform (DDP). The digital platform would not only provide a scalable & sustainable business opportunity for DMRC but it will also contribute to the social impact goals and provide enhanced safety & convenience offerings to DMRC's Digital Platform Users (DDPU).

After successfully assessing the opportunity at stake and potential digital use cases, DMRC is going ahead with launch of a Minimum Viable Product (MVP) of the DDP.

For the MVP launch, DMRC is planning to launch 3 non-fare box use cases: -

- 1. Virtual Delhi Mall**
A DMRC Digital Platform User (DDPU) can shop from the best homegrown and authentic stores from the convenience of 'DMRC FuNB' App.
- 2. Tourism Hub**
DDPU will be given access to powered tourism experience, live commentary when metro passes by attractions, local events, and customized curated experiences. For this, travel & tourism partners in Delhi/NCR will be onboarded.
- 3. Smart Offers**

DDPU will get exclusive value offers, leveraging demographic and geographical data points.

DMRC is looking for Partner(s) to onboard them, for virtual Delhi mall, tourism hub and smart offers, on the DDP. This document invites response from potential Partners for the MVP stage of digital use cases that will be offered by them on the Delhi Metro Rail Corporation first in kind next gen digital platform [DDP].

This document lists down the criteria for selection of such Partner(s). The evaluation and determination of responsiveness of EOI shall solely be carried out by DMRC.

The Applicant is expected to examine carefully the contents of this document. Failure to comply with the requirements of EOI submittal will be at the applicant's own risk. Applications that are not substantially responsive will be rejected.

Key Details: -

A. General Description of Work

The Partner(s) have to facilitate a single touch point through DDP for online purchase of goods / services (like electronics, apparel, grocery, food ordering, events tickets, cab booking, curated walks, vouchers, coupons, fashion, etc.) and other requirements of the DDP. A Partner is expected to provide personalized offers to DDP based on parameters like demographics & online activity. The detailed scope of work is there in Annexure-4, which is a sample agreement for the partnership and DMRC can modify it as per the services that the Partner is providing / supposed to provide. DMRC shall have the sole authority to decide any changes to the final agreement contract with a Partner.

For seamless integration of their products with the DDP, it is expected that the Applicant will provide relevant details of the technology backend, along with the availability of various Application Programming Interface [API] needed for integration.

B. Contract Period

The MVP phase will be valid till 31st March 2022. DMRC shall have the right to extend / modify the duration of the MVP phase based on the status of the closed user group feedback.

C. Application Deadline

The EOI will be open for 1 month from the date of publication, and the potential Partner(s) will have to apply for consideration of their proposal. DMRC has the sole prerogative to extend the date of the EOI and shall have the right to select the Partner on first-come-first-serve basis. For seeking any clarifications regarding the EOI, the contact person is: -

Jt. General Manager/Property Business

Delhi Metro Rail Corporation Ltd.,
3rd Floor, 'A' Wing, Metro Bhawan,
Barakhamba Road,
New Delhi-110001
Email ID: rishiraj@dmrc.org

All applications are to be submitted in written format at the above address only. EOIs must be received at the address specified above, **not later than 07.02.2022 by 1700 hrs.**

D. Eligibility Criteria

Applicants will be evaluated on the eligibility criteria provided hereunder: -

| S/ N | Criteria | Documentary Evidence |
|---------|--|--|
| 1. | One year registration each as Company or as Startup or with MSME. (Cut-off date for eligibility is last date of previous month in which EOI submission is due) | Certificate of incorporation / registration from appropriate authority or Registration with DIPP; or Regn. with District Industries Centre or Khadi & Village Industries Commission or Khadi & Village Industries Board or Coir Board or National Small Industries Corporation or Dept. of Handicraft & Handloom or any other body specified by MSME Ministry. |
| 2. | Online Presence | Link to the Website to be provided. |
| 3. | Tech requirements | <p>The tech requirements would depend on the non-fare box use case and platform through which partner has online presence: -</p> <p>Virtual Delhi Mall</p> <ol style="list-style-type: none"> 1. Working website URL with mobile friendly UI Optional submission 2. Product Catalogue Application Programming Interface [API] with sample request and response / excel file (with sample data) <ol style="list-style-type: none"> a. Product Image b. Price c. Taxes d. Discount e. Offers f. Redirect URL g. Expected time/date-range of delivery h. Delivery radius 3. Returning transaction details via API request to DMRC Server. 4. Status of above APIs (if any) (Live/under development) <p>Smart Offers</p> <p>Optional Submission</p> <ol style="list-style-type: none"> 1. API with sample request and response /excel file (with sample data): <ol style="list-style-type: none"> a. Offer title b. Offer description c. Offer Conditions d. Offer Image URL e. Expiry Date f. Redirect URL 2. Status of above APIs (if any) (Live/under development) <p>Tourism Hub</p> <ol style="list-style-type: none"> 1. Redirect URL <p>Optional Submission</p> <ol style="list-style-type: none"> 2. Sample request response of API for user transaction data: <ol style="list-style-type: none"> a. Whether the user has completed the transaction or not b. The amount of transaction c. Individual purchase items d. Total billed amount e. Discounts used (if any) f. Point of drop in case of incomplete transactions 3. Status of above APIs (if any) (Live/under development) |

| | | |
|----|-------------------------------------|---|
| 4. | Should have Operations in Delhi/NCR | Self-undertaking on letterhead of the Applicant |
| 5. | Product Portfolio | Details of discount / offer, the Partner is willing to offer to DDPU. |

E. Selection Criteria and EOI evaluation

DMRC shall have the right to decide which applicant(s) to onboard as Partner(s). Multiple technical and business factors may be used to select Partner(s). Applicants who give larger offers (deliver maximum value) to DDPU will be preferred as Partner(s).

The goal for the MVP is to onboard Partner(s) who would be offering goods / services including virtual Delhi mall and / or tourism hub and / or smart offers defined in the introduction part of the EOI and get qualitative user-feedback from initial closed group of users, and then plan for the scale-up.

DMRC can ask for clarifications as deemed fit to assess the eligibility of the applicant and will reserve the right to disqualify any organization and shall have the right to postpone, modify, cancel, or annul the aforesaid process at any stage at its sole discretion without assigning any reason and shall bear no liability whatsoever consequent upon its decision.

In addition, each Partner has to unconditional acceptance of the general terms and conditions laid out in the EOI and substantiated in Annexure-4. In case any exception is raised by any Applicant, DMRC will decide the same on case to case basis.

Since the MVP phase is a proof of concept, there will be no commercial arrangement between Partner(s) and DMRC for the MVP phase. However, to encourage the users to transact on the DDP, it is expected that the Partner will give discounts/offers to the DDPU.

After successful completion of the MVP phase, DMRC may launch the DDP for use by general public for which Aggregator(s) / Partners shall be onboarded based on terms & conditions which will be framed subsequently.

F. Intimation of result of EOI

The list of applicants selected as partners will be put up on the Delhi Metro website from time to time. Applicants can check the website on a regular basis to know about their selection.

G. General Terms and Conditions

To be eligible for selection through the EOI, Partner(s) have to adhere to the below standard terms: -

- End to end service delivery: Partner to take responsibility for service delivery to the end DDPU (incl. delivery, customer care, refunds, etc.), while DMRC will serve merely as a discovery platform
- Indemnity and limitation of liability: security against or exemption from any legal liability for Partner's actions (ex. failure in providing services to DDPU).
- Confidentiality and data privacy: all the information related to DDPU will be treated confidentially and will not be shared with any third-party.

- All costs related to technical integration with DDP shall be borne by the Partner.

The detailed explanation of the standard terms can be seen from Annexure-4.

H. Format of Submission

Format of EOI submission is outlined in Annexure-3. The submissions to the EOI should be in the given format, or else it can be disqualified.

Annexure 1 - Letter of Application¹

The Jt. General Manager/Property Business

Delhi Metro Rail Corporation Ltd.,
3rd Floor, A Wing,
Delhi Metro Rail Corporation Ltd.,
Metro Bhawan, Barakhamba Road,
New Delhi-110001

Sub: - Selection of Partner for onboarding them on DMRC Digital Platform - Application for Eligibility

Dear Sir,

We hereby make application for eligibility as an applicant for Partner of non fare box revenue use cases of DMRC's Digital Platform (DDP) for the MVP phase. We are interested in partnering with DMRC for its Digital Platform for non-fare box use cases viz. Virtual Delhi Mall / Tourism Hub / Smart Offers (Please strike whichever is not applicable).

In support of the application, we submit herewith a copy of the required documents as mentioned in the EOI.

This application is submitted on behalf of M/s _____
(Company Name)

Yours faithfully,

_____ (Signature and stamp)

_____Name of authorized signatory

_____Designation of signatory

¹ To be submitted on Company's letter head

Annexure 2 - Certificate of Confirmation
FORM OF CERTIFICATE CONFIRMING CAREFUL EXAMINATION OF ALL THE CONTENTS
OF EOI DOCUMENTS AND SIGNING OF ALL PAGES OF APPLICANT'S PROPOSAL

This is to certify that we, M/s _____ (Name of the company),
have carefully examined all the contents of the EOI documents including EOI
Addenda (if any) and all the pages of our proposal have been signed and stamped,
as a token of acceptance of terms and conditions of EOI document.

Yours faithfully,

_____ (Signature and stamp)

_____ Name of authorized signatory

_____ Designation of signatory

Annexure 3 - Format of EOI submissions

Each EOI should contain the following

1. Signed Application for Eligibility (Annexure-1)
2. Signed certificate confirming careful examination of all contents and signing all pages of applicant's proposal (Annexure-2)
3. Documentation pertaining to the Eligibility Criteria 1 to 5 (paragraph D of main EOI document)

Annexure 4 - Sample Partnership Agreement

This Agreement is made at _____ on this ___ day of _____ by and between:

Delhi Metro Rail Corporation Ltd., a joint-venture of Government of India and Government of National Capital Territory of Delhi, CIN No. U74899DL1995GOI068150, having its registered office at Metro Bhawan, Fire Brigade Lane, Barakhamba Road, Delhi-110001 (hereinafter "DMRC"), which term expression shall, unless it is repugnant to the context or meaning thereof, mean and include all its successors and permitted assigns).

AND

_____, a company registered under the Companies Act, [1956/2013], CIN No. _____, having its registered office at _____ (hereinafter "Partner", which expression shall, unless it is repugnant to the context or meaning thereof, mean and include its successors, administrators and permitted assigns).

DMRC and Partner shall hereinafter be collectively referred to as the "**Parties**" and individually as "**Party**".

WHEREAS

- A. The Partner is a company that is engaged in the business of _____.
- B. DMRC is a joint-venture incorporated with the objective of, *inter alia*, planning, designing, development, construction, maintenance, operation and financing of Mass Transit and other Urban Transport and People Mover Systems of all types and description in the National Capital Territory of Delhi and other areas of the National Capital Region (NCR), either individually or in association with other Undertakings or Companies in India and/or abroad.
- C. DMRC has set up a platform (DDP) for communication of offers on goods/ services extended by various Partner(s) where amongst other things the Partner can link-up/host/display products for sale to the DDPU and/or link-up/host/display the Services provided by the Partner (hereinafter "DDP").
- D. The Partner and DMRC are desirous of entering into an arrangement whereby the DDPU will be provided with a facility of viewing/selecting the goods and/or Services offered by the Partner (hereinafter "Partner") on the DDP meant for communication of offers on the Goods and/or Services extended by the Partner and on finalizing goods and/or services will be redirected to the Partner's website/online platform for payment and order fulfilment.

- E. The DDPU visiting the DDP will be provided with the Goods and/or Services offered by the Partner including, but not limited to, facilities such as: -
- (i) Discounts and special privileges offered by the Partner in relation to the goods and/or the Services offered by the Partner.
 - (ii) Cashback offers and / or Loyalty / Reward programs to the DDPU in connection with the payment made through DDP, as per Applicable Laws and terms and conditions prescribed by DMRC;
- F. In furtherance of the foregoing, DMRC shall also enable DDPU to access the Partner's websites and online platform through the Online Marketplace.
- G. The Parties hereto have agreed that their respective rights and obligations with regard to their *inter se* business relationship will be interpreted, acted upon and governed solely in accordance with the terms of this Agreement.

THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS, UNDERTAKINGS AND CONDITIONS SET FORTH BELOW, AND FOR OTHER VALID CONSIDERATION THE ACCEPTABILITY AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, IT IS NOW AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER: -

1. DEFINITIONS AND INTERPRETATION

1.1. DEFINITIONS

For the purpose of this Agreement, the following words and phrases shall have the meaning assigned to them under this clause: -

- (a) "**Affiliate**" means, with respect to any Party, any person, Association of Individuals, Body of Persons, whether incorporated or not, that directly or indirectly Controls, is directly or indirectly Controlled by, or under common Control of the other Party.
- (b) "**Agreement**" means this agreement including all schedules, annexures and exhibits attached to it or incorporated by reference and as it may be amended from time to time.
- (c) "**Applicable Laws**" includes any statute, law, regulation, ordinance, rule, judgment, rule of law, order, decree, clearance, approval, directive, guideline, policy, requirement, or other governmental restriction or any similar form of decision, or determination by, or any interpretation or administration of any of the foregoing by any statutory or regulatory authority whether in effect as of the date of this Agreement or thereafter and in each case as amended, supplemented or re-enacted.
- (d) "**Business Day**" means any day other than a weekly holiday or a public holiday.
- (e) "**Control**" (including the terms "**Controlled by**", "**Controlling**", "**under common Control with**" and other terms with correlative meaning) means, with respect to a Party, the acquisition or control, directly or indirectly, of more than 50% (Fifty Percent) of the voting rights or of the issued share capital or other ownership interest of such party, or the right to appoint and/or remove all or the majority of the members of the board of directors or other governing body of such party, the power to direct or cause the direction of the management, to merge and exercise significant influence on the management or policies of such party, whether obtained directly or indirectly, and whether

- obtained by ownership of share capital, the possession of voting rights, through contract or otherwise.
- (f) **"Online Marketplace"** will be a virtual mega marketplace on the DDP for DDPU to access a wide range of products from multiple e-Commerce partners. This will include online purchase of products (such as electronics, apparel, grocery, food ordering, fashion etc.) and services/advisory services (such as booking travel ticket, hotels, movie, travel and tourism packages, events, etc.).
 - (g) **"Customer" or "User" or "DDPU"** is any person who uses DDP.
 - (h) **"Partner Website"** means web portal of the Partner where the Products and/or the Services offered by the Partner are displayed for sale/offer.
 - (i) **"Products"** means the goods and/or services manufactured, sold or distributed and offered for sale/offered for free by the Partner.
 - (j) **"Transactions"** means a sale or purchase of the Goods and/or the Services offered by the Partner through the Online Marketplace where DDPU, on redirection to the Partner Website makes a payment for the Goods and/or Services purchased using any payment options.

1.2. INTERPRETATION

- (a) All references in this Agreement to statutory provisions or law shall be construed as meaning and including references to (a) any statutory modification, consolidation or re-enactment made after the date of this Agreement and for the time being in force; (b) all statutory instruments or orders made pursuant to a statutory provision; (c) any statutory provisions of which these statutory provisions are a consolidation, re-enactment or modification; and (d) in each case, any amendment, supplement or re-enactment thereof.
- (b) Where any obligation under this Agreement requires an approval of any governmental or regulatory authority or agency in order for the said obligation to be performed validly, then the said obligation shall be deemed to include the obligation to apply for, obtain, maintain and comply with the terms and conditions of all such approvals.
- (c) Any reference to "writing" shall include printing, typing and other means of reproducing words in visible form.
- (d) The term "Person" means any individual or other entity, whether a corporation, firm, company, joint venture, trust, association, organization, partnership or proprietorship, sole proprietorship, including any governmental agency or regulatory body and shall include such person's successors and permitted assignees or transferees.
- (e) unless the context otherwise requires, the singular includes the plural and *vice versa*.
- (f) references to the word "includes" or "including" are to be construed without limitation.
- (g) all references to agreements, documents or other instruments include (subject to all relevant approvals) a reference to that agreement, document or instrument as amended, supplemented, substituted, novated or assigned from time to time.
- (h) words importing a particular gender include all genders.
- (i) words and abbreviations, which have, well known technical or trade/commercial meanings, are used in the Agreement in accordance with such meanings.
- (j) The words "hereof", "herein", "hereto" and words of similar import when used with reference to a clause, sub-clause or schedule shall be

construed as a reference to a clause, sub-clause or schedule of or to this Agreement.

2. SCOPE OF WORK

- (a) The Partner shall facilitate through the DDP, amongst other things: -
- (i) single touch point for most of the lifestyle and shopping requirements of the users.
 - (ii) online purchase of Goods (like electronics, apparel, grocery, food ordering, fashion etc.) and Services (like booking travel ticket, hotels, movie, cab booking etc.).
 - (iii) provide one-to-one personalized offers to the segmented users, based on parameters like demographics, online activity, etc.
 - (iv) Other Services as may be introduced by the Partner from time to time with the prior approval of DMRC.

All above points (i) to (iv) shall be collectively referred to as "**Partner Services**"

- (b) DMRC and the Partner agree for display of the Products offered by the Partner on the platform provided by DMRC (DDP).
- (c) DMRC and the Partner agree to mutually develop and implement a mechanism for securing the transmission of data in the course of providing the Partner Services.
- (d) The Partner will on a best efforts basis provide special deals on the Products to the DDPU visiting the Online Marketplace, which shall be made available to the DDPU on the Online Marketplace.
- (e) During the term of this Agreement, the Parties shall meet as needed to discuss: -
- (i) the nature and level of the Partner Services covered by this Agreement.
 - (ii) any concerns any Party may have regarding the Partner Services and related matters; and/or
 - (iii) any amendments/additions any Party may wish to make to the Partner Services.
- (f) The DDPU visiting the Partner Website through the Online Marketplace and purchasing Products from the Partner Website using any Payment Options may be provided with certain benefits such as cash back and/or loyalty / rewards program.
- (h) The Partner shall bear and be responsible and liable for the payment of all relevant taxes (excluding any applicable withholding taxes, which shall be deducted at source) in relation to the payments made under or pursuant to this Agreement.

3. RESOLUTION OF DISPUTE(S) OF CUSTOMER / USER

- (a) Any disputes regarding quality, non-delivery and/or delay in delivery of the Products and/or in offering the Services and all payment related issues will be dealt with by and between the Partner and the DDPU directly and DMRC shall not be a party to the same or be responsible to (or under an obligation to deal with) such disputes. If a DDPU raised any disputes or complaints with DMRC in relation to any Product/Service or payment thereof, DMRC shall advise the DDPU to refer the matter directly to the Partner and thereupon the Partner shall be responsible and liable to deal with and settle all such disputes or complaints.
- (b) The Partner undertakes to resolve all queries, issues, disputes or complaints raised by the DDPU pertaining to Transactions and it shall be

entirely to the account of the Partner. The Partner hereby confirms that the Partner has a support team and an adequate redressal mechanism to respond to and resolve the DDPU's queries, issues, disputes or complaints.

- (c) The Partner hereby undertakes and agrees not to describe itself as agent or representative of DMRC nor to use any logo of DMRC, nor to give any warranties which may require DMRC to undertake to or be liable for, directly or indirectly, any obligation and/or responsibility to the DDPU or any third Person.
- (d) The Partner ensures that all Transactions which have originated from the Online Marketplace are in accordance with and permitted by the Applicable Laws. The Partner shall be fully responsible and liable for the Transactions conducted on the Partner Website and will ensure that the Products/Services sold/offered on the Partner Website do not breach any Applicable Laws. The Partner shall ensure compliance with and shall, at all times, act in accordance with the Applicable Laws. The Partner shall follow all rules, guidelines and directions issued by DMRC or any governmental authority.
- (e) The Partner shall implement and maintain a comprehensive written information security program with appropriate technical and organizational measures to ensure a level of security appropriate to the risk, which includes, as appropriate: -
 - I. The encryption of personal and financial data of the DDPU to safeguard the data of the DDPU and to prevent unauthorized access to the financial or personal information of the DDPU;
 - II. The ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
 - III. The ability to restore the availability and access to data in a timely manner in the event of a physical or technical incident;
 - IV. A process for regularly testing, assessing and evaluating the effectiveness of technical and organizational measures for ensuring the security of the processing.
- (f) The Partner shall duly intimate DMRC of any change of Control or ownership or legal status of the Partner or any material adverse event which may prejudice the Partner's ability to perform its functions and obligations under the scope set out in this Agreement or result in the cessation of its business.

4. REPRESENTATIONS AND WARRANTIES BY THE PARTNER

The Partner hereby represents and warrants to DMRC that: -

- (a) it is a corporation/entity validly existing and in good standing under the Applicable Laws.
- (b) It has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement.
- (c) the execution, delivery and performance of this Agreement has been duly authorized by the Partner, and no additional corporate authorization or action on its part is required in connection with the execution, delivery or performance by the Partner of this Agreement.
- (d) this Agreement has been duly and validly executed and delivered by the Partner's authorized official/representative and constitutes a legal, valid and binding obligation on the Partner enforceable against the Partner in accordance with its terms.

- (e) no approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by it in order for the Partner to enter into and perform its obligations under this Agreement.
- (f) in connection with providing the Partner Services, it shall comply with all Applicable Laws and regulations and has obtained all applicable permits, authorisations, approvals, rights and licenses.
- (g) the provision of the Partner Services does not and will not infringe upon the proprietary rights of any third Person.
- (h) there is no actual or threatened legal proceeding by any Person claiming infringement of its rights in any hardware component or software components used by the Partner.
- (i) it has all corporate, statutory and other authorizations, licenses and consents necessary to legally execute and perform its obligations under the Agreement and shall continue to have all such authorizations, licenses and consents as required by Applicable Laws, at the time it carries out its respective rights and obligations hereunder or seeks to exercise and / or enforce any of its rights under the Agreement.

5. PARTNER COVENANTS

- (a) The Partner shall duly fulfill all the Transactions in accordance with the instructions of the DDPU and as mutually decided between the Partner and the DDPU.
- (b) The Partner shall prior to accepting any instructions from the DDPU ensure that appropriate instructions have been provided to the DDPU in accordance with the requirements of Applicable Laws and regulations, and appropriate disclosures/disclaimers are displayed conspicuously on the Partner Website.
- (c) The Partner shall comply with all Applicable Laws while offering the Products to the DDPU. The Partner shall not offer anything to the DDPU, which is illegal, banned or offensive and is not in compliance with the Applicable Laws, and regulations, whether central, state, local or international, of all the jurisdictions from where the DDPU avail the Products.
- (d) The Partner shall keep confidential all information submitted by the DDPU on the Partner/Partner Website. The Partner shall ensure that there are proper encryption and robust security measures to prevent any hacking of the information of the DDPU. The DDPU shall not be required or asked to disclose any confidential or personal/financial data, which may be prejudicial to the interests of the DDPU. The Partner shall use the DDPU's data only for the purpose of completing the Transaction for which it was furnished, and shall not sell or otherwise furnish such information to any third Person.
- (e) The Partner agrees to put up on its Website, such notices, disclaimers or warranties as may be requested by DMRC, and the Partner shall comply with the aforesaid requests forthwith. The Partner shall be solely responsible for the accuracy of all information and/or validity of the prices and any other charges and/or other information, which are displayed and offered on the Partner/Partner Website and/or in the Online Marketplace.
- (f) The Partner shall take all precautions as may be feasible or as may be directed by DMRC, to ensure that there is no breach of security and that the integrity of the link between the Partner Website and the

Online Marketplace is maintained at all times during the term of this Agreement.

- (g) All risks associated with the delivery of the Products/Partner Services shall be solely that of the Partner and DMRC shall not be liable for the loss/damage claimed by the customer under any circumstances. Any and all disputes regarding quality, Partnerability, non-delivery and delay in delivery of the Products and/or the Partner Services or otherwise will be resolved directly between the Partner and the Customer without making DMRC a party to such disputes.
- (h) The Partner shall keep DMRC informed of the claims it receives in relation to the Transactions or any other matter in connection with this Agreement and provide such details as may be required by DMRC in connection therewith. However, DMRC shall not be under any obligation to provide any assistance to the Partner in connection with any such claim.
- (i) The Partner agrees and accepts that customer / user is free to purchase/avail the Products / Partner Services displayed in the portal from any other Partner including other online portals.
- (j) The Partner undertakes that it shall not display any offensive or religious content and/or objectionable words/images, or any malicious code within the image/content on DDP.
- (k) The Partner agrees to provide details of all leads generated from the DDP at specified intervals to DMRC, in a specified format at a specific location, as directed by DMRC from time to time.
- (l) The Partner agrees and undertakes that the responsibility of opinions or advices or similar services expressed in the DDP rests solely with the Partner and their posting on the DDP do not constitute an endorsement of the same by DMRC.

6. INDEMNITY

- (a) The Partner hereby indemnifies DMRC including their respective officers, advisors, agents and keep them, at all times, fully indemnified and hold them harmless and defended from and against, all chargebacks, actions, proceedings, claims, liabilities, penalties, demands and costs (including legal costs), awards, damages, losses and/or expenses howsoever arising directly or indirectly as a result of:
 - (i) any breach or non-performance by the Partner of any of its undertakings, covenants, promises, representations, warranties or obligations under this Agreement;
 - (ii) any claim or proceedings raised/instituted by the Customer against DMRC in respect of any Product/Partner Service;
 - (iii) any negligent act or omission or default or misconduct or fraud of the Partner or its agents or Customers;
 - (iv) any hacking or lapse in security in the Partner Website or data of the Customer(s);
 - (v) failure by the Partner (or any of Partner's officers, employee or agent) to comply with the provisions of this Agreement including any act, commission or omission, negligence, fraud, forgery, dishonesty, money laundering, misconduct or violation of any of the terms and conditions and covenants of this Agreement;
 - (vi) any of the Partner's representations and warranties being or becoming false or untrue;

- (vii) any claim from any statutory or governmental authority; and/or
 - (viii) any claim, penalties, fines, assessments, levies etc., from any card organizations/schemes pertaining to the Partner's activity under this Agreement.
- (b) The Partner also agrees and undertakes to fully indemnify and to keep harmless DMRC and its officials, advisors and agents against any loss, costs, charges, expenses, demand or liability whether arising directly out of any claim made by a Customer or any third Person on account of any defect in the Products or deficiency in the Services, on account of the Partner infringing intellectual property rights or upon the Partner breaching Applicable Laws or otherwise.

7. LIMITATION OF LIABILITY

- (a) Without prejudice to any other provisions of this Agreement, DMRC shall not be liable to the Partner for any loss or damage whatsoever, or however caused or arising, in connection with the Services and/or this Agreement, including without limitation, any:
- (i) loss or misuse of data (including sensitive personal data or information related to the Customer(s)) contained in the Partner/Partner Website and/or the servers maintained by the Partner arising directly or indirectly by use of the payment mechanism provided or supported by DMRC or otherwise and any direct or indirect loss or consequential damage arising therefrom;
 - (ii) interruption or stoppage in the Customer's access to and/or the use of the Online Marketplace provided by DMRC, unless such interruptions or stoppage is solely attributable to any action or omission of DMRC, is not pursuant to a regulatory or legal mandate and the Customer has made a claim against the Partner pursuant to the same. It is specifically clarified for the sake of abundant caution, that DMRC shall not be liable for any other loss or damage (including business loss) that the Partner may suffer due to any interruption or stoppage in Customer's access to and / or use of the Online Marketplace provided by DMRC;
 - (iii) breach of security in respect of or loss of data available on the server of the Partner, or a third Person designated by the Partner (e.g., a host) or on the server of a Customer or a third party designated by a Customer (e.g., a host);
 - (iv) Failure or delay in performing the Partner Services, if such failure or delay is caused by the Partner's acts or omissions.
- (b) Neither Party shall be liable to the other Party for any indirect, punitive, special, incidental or consequential damages arising out of or in connection with this Agreement, whether for breach of this Agreement or in torts, including loss of business, revenue, profits, or any loss of any other nature whatsoever.

8. TERM & TERMINATION

- 8.1. This Agreement shall be in force till 31.03.2022 and may be extended upon such terms and conditions agreed by both the Parties.
- 8.2. Either Party may terminate this Agreement by giving 30 (thirty) Business Days' prior notice in writing to the other Party.

- 8.3. Either Party may terminate this Agreement immediately by way of written notice at any time upon occurrence of any one of the following events:
- i) If the other Party commits a material breach of or is in breach of any term, condition, representation, covenant or undertaking of this Agreement and fails to cure the breach within 30 (thirty) days after written notice thereof has been provided by the non-defaulting Party to the defaulting Party; or
 - ii) The other Party: (1) is wound up or declared insolvent or bankrupt; (2) files a petition for winding up or a petition for winding up is filed against it and the same is not dismissed within 30 (Thirty) days of its being filed (3) ceases to carry on its business, or (4) makes an arrangement for the benefit of its creditors or if, a court receiver, liquidator or any other similar officer is appointed as receiver of all or any of the properties of the Party.
- 8.4. Upon termination, the Partner shall forthwith, and at its own expense, return to DMRC in good condition or destroy all related data and documentation, including, but not limited to, Confidential Information and also submit a written undertaking for the same.
- 8.5. Termination shall not affect any rights and liabilities incurred prior to it nor any provision expressed stated to survive or be effective on termination and the same shall continue to remain in full force and effect notwithstanding termination.
- 8.6. DMRC may at its discretion suspend the authority of the Partner to enter into a Transaction after service of notice of termination.

9. CONFIDENTIALITY & DATA PRIVACY

- (a) The Parties agree and acknowledge that in connection with this Agreement, each Party will have access to certain trade-secrets and other non-public information which is material to the business operations of either Party or its Affiliates, in any form including, but not limited to, proprietary information and trade secrets, whether or not protected under any patent, copyright or other intellectual property laws, in any oral, photographic or electronic form, whether contained on computer hard disks or compact discs or floppy diskettes or otherwise without any limitation whatsoever in connection with its performance of the Services hereunder ("**Confidential Information**").
- (b) Without prejudice to the generality of the foregoing, the Confidential Information shall also include all information about the Party and its Customers, costing and technical data, studies, consultants reports, financial information, computer models and programs, software, contracts, drawings, blue prints, specifications, operating techniques, processes, models, diagrams, data sheets, reports and other information with respect to any of the foregoing matters. All and every information received by the parties and marked confidential hereto shall be assumed to be confidential information unless otherwise proved.
- (c) It is further agreed that the information relating to DMRC and DDPU is deemed confidential whether marked confidential or not shall constitute Confidential Information, and the Partner hereby agrees not to disclose any Confidential Information to any third Person and not to use any such Confidential Information for any purpose other than those as strictly required for performance under this Agreement. All such Confidential Information is and shall remain the exclusive property of the disclosing Party and no license shall be granted or implied with respect to such Confidential Information by reason of other Party's access to such Confidential Information. Each Party agrees to

protect the proprietary information of the other with the same standard of care and precaution used by each to protect its own proprietary information of similar importance.

- (d) Confidential Information is not meant to include any information which:
 - (i) Is publicly available prior to this Agreement or is made publicly available by the Parties without restriction;
 - (ii) Is rightfully received by the personnel of both the Parties from Third party without accompanying secrecy obligations;
 - (iii) Is already in the possession of both the Parties personnel and was lawfully received from sources other than the Parties themselves;
 - (iv) Is independently developed by the personnel of both the Parties without use or reference to Confidential and Proprietary Information; or
 - (v) Is disclosed under any judicial or regulatory directive or disclosed to auditors appointed under any Applicable Laws, insofar as it relates to such disclosure.
- (e) The secrecy of the Confidential Information disclosed pursuant to this Agreement shall survive and remain valid irrespective of the expiry / cancellation / termination of this Agreement.

10. PROPRIETARY RIGHTS

- (a) Except as otherwise set forth herein, all right, title and interest in and to all,
 - (i) registered and unregistered trademarks, service marks and logos;
 - (ii) patents, patent applications, and patentable ideas, inventions, and/or improvements;
 - (iii) trade secrets, proprietary information, and know-how;
 - (iv) all divisions, continuations, reissues, renewals, and extensions thereof now existing or hereafter filed, issued, or acquired;
 - (v) registered and unregistered copyrights including, without limitation, any forms, images, audiovisual displays, text, software and
 - (vi) all other intellectual property, proprietary rights or other rights related to intangible property which are used, developed, comprising, embodied in, or practiced in connection with any of the Partner Services and/or in relation to the platform provided by DMRC (DDP) are owned by DMRC, and the Partner agrees to make no claim of interest in or ownership of any such intellectual property rights of DMRC.
- (b) The Partner acknowledges that no title to the DMRC's intellectual property rights is transferred to the Partner, and that the Partner does not obtain any rights, express or implied, in DMRC's service, other than the rights expressly granted in this Agreement.
- (c) To the extent that the Partner creates any derivative work (any work that is based upon one or more pre-existing versions of a work provided to Partner, such as an enhancement or modification, revision, translation, abridgement, condensation, expansion, collection, compilation or any other form in which such pre-existing works may be recast, transformed or adapted) such "**Derivative Work**" shall be owned by DMRC and all existing and future copyright and other right, title and interest in and to each such Derivative Work, are assigned to, and shall automatically vest in, DMRC. DMRC shall have no obligation to grant the Partner any right in any such Derivative Work, except to the extent prescribed by Applicable Laws.
- (d) The Partner shall not disassemble, decompile, decrypt, extract, reverse engineer, prepare a Derivative Work based upon, distribute, or time share the Services or any components thereof, or otherwise apply any

procedure or process to the Services or components thereof in order to ascertain, derive, and/or appropriate for any reason or purpose, the DMRC source code or source listings or any algorithm, data, process, procedure or other information contained therein. Partner shall not rent, sell, resell, lease, sublicense, loan or otherwise transfer the Services or components thereof.

11. LIMITATIONS ON USAGE OF DATA

- (a) The Partner agrees and acknowledges that
 - I. The Customer data has been obtained by significant investment, time and efforts by DMRC
 - II. It is not the intent and purpose of this Agreement and for the Partners to use the Customer data directly, either during or after the term of this Agreement for its or its Affiliates or third parties or any other business or gains.
- (b) The Partners shall use the Customer data exclusively for the purpose of services contemplated and in accordance with and subject to (i) all Applicable Laws and (ii) this Agreement. If and to the extent there are any inconsistencies between the terms and conditions referenced above, and this Agreement, the provisions of this Agreement shall prevail for all purposes and intents and the Partner shall undertake all such actions as may be necessary in order to ensure that the relevant terms and conditions are amended to cause them to conform to the terms of this Agreement with respect to such inconsistency.

12. MISCELLANEOUS

- (a) **Amendment and Waiver**
 - (i) This Agreement shall only be amended in writing, signed by both Parties. The failure of either Party at any time or times to demand specific performance by the other of any of the terms of this Agreement shall not of itself be construed as a continuing waiver or relinquishment thereof and each may at any time demand strict and complete performance by the other of such terms.
 - (ii) A waiver of any right or remedy under this Agreement is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default.
 - (iii) A failure or delay by a Party to exercise any right or remedy provided under this Agreement or by Applicable Laws shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Agreement or by Applicable Laws shall prevent or restrict the further exercise of that or any other right or remedy.
- (b) **Force Majeure**

Neither Party shall be held responsible for any consequences or liabilities under this Agreement if it is prevented in performing its obligations under the terms of this Agreement by reason of Applicable Laws or regulations, action by any statutory body or authority, local or otherwise, riots, insurrection, war, terrorist action, acts of God, any technical or technology related interruptions and unforeseen

circumstances beyond its control. If the force majeure event continues for more than 30 (thirty) Business Days, either Party shall be entitled to terminate this Agreement with a notice of another 30 (thirty) Business Days to the other Party.

(c) **Entire Agreement**

This Agreement constitutes the entire agreement between the Parties concerning the Services and all other matters covered herein, and supersede all prior and contemporaneous agreements, written or oral, other than any written, fully-executed contemporaneous agreement which specifically acknowledges the existence of this Agreement.

(d) **Severability**

In the event that any provision of, or restriction contained in, this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, and is not reformed by such court, the remaining provisions and restrictions contained in this Agreement shall nevertheless continue to be valid and enforceable as though the invalid or unenforceable provisions or restrictions of this Agreement had not been included.

(e) **Assignment**

Neither Party shall assign, or purport to assign, all or any part of the benefit of, or its rights or benefits under, this Agreement.

(f) **Counterparts**

This Agreement may be executed in two counterparts, each of which shall be deemed to be an original and both taken together shall be deemed to constitute one and the same instrument, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart.

(g) **Invalidity**

If at any time any provision of this Agreement is, or becomes illegal, invalid or unenforceable in any respect under the Applicable Laws of any jurisdiction, it shall not affect or impair:

- (i) the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement; or
- (ii) the legality, validity or enforceability under the Applicable Laws of any other jurisdiction of that or any other provision of this Agreement.

(h) **Legally Binding**

The execution of this Agreement constitutes valid and legally binding obligations of the Party enforceable against it in accordance with the terms mentioned therein.

(i) **Approvals and Consents**

All requisite corporate, shareholder and other action (where applicable) and all other applicable approvals from governmental authorities, or other consents, as required by the Party, with respect to the performance of the obligations of the Party under this Agreement have been obtained and are valid and subsisting.

13. NOTICES

- (a) All notices and other communications provided for hereunder or thereunder shall be: -
- (i) in writing and must be in English language; and
 - (ii) by way of e-mail, fax, or sent by a person, or overnight courier (if for inland delivery) or international courier (if for overseas delivery) to a Party hereto at its address and contact number specified below, or at such other address and contact number as is designated by such Party in a written notice to the other Parties hereto (except that a notice or other communication under Clause 8 and 12 may not be given by fax or e-mail)

If to DMRC:

Attention: Jt. General Manager/Property Business
Address: Metro Bhawan,
3rd Floor, A Wing
Fire Brigade Lane,
Barakhamba Road,
Delhi-110001
E-mail :

If to the Partner:

Attention: [●]
Address: [●]
Tel. No.: [●]
Fax : [●]
E-mail : [●]

- (b) All such notices and communications shall be effective:
- (i) if sent by fax, only when received in legible form;
 - (ii) if sent by e-mail, when received in legible form;
 - (iii) if sent by a person, when delivered;
 - (iv) if sent by courier: (i) 15 Business Day after deposit with an overnight courier if for inland delivery; and (ii) 30 Business Days after deposit with an international courier if for overseas delivery; and
 - (v) if sent by registered letter, when the registered letter would, in the ordinary course of post, be delivered whether actually delivered or not.
- (c) An original of each notice and communication sent by fax shall be dispatched by person, overnight courier (if for inland delivery) or international courier (if for overseas delivery) and, if such person or courier service is not available, by registered airmail (or, if for inland delivery, registered first class mail) with postage prepaid, provided that the effective date of any such notice shall be determined in accordance with Clause 14 (b), without regard to the dispatch of such original.
- (d) Either Party may by notice to the other change the address, fax or e-mail details at which notices or other communications are to be given to it.

14. DISPUTE RESOLUTION CLAUSE

- (a) Any and all Disputes shall be settled in accordance with this Clause. No action in law, concerning or arising out of any Dispute, shall be commenced unless all applicable dispute resolution procedures set out in this Clause have been finally exhausted.
- (b) For the purpose of this Clause, a Dispute shall be deemed to arise when one Party serves on the other Party a notice in writing (hereinafter called a "Notice of Dispute") stating the nature of the Dispute.
- (c) Disputes shall be settled in two stages:
 - i) Conciliation procedures as established by "The Arbitration and Conciliation Act, 1996" and in accordance with this Clause. In the event, this procedure fails to resolve the Dispute then;
 - ii) Arbitration procedures undertaken under "The Arbitration and Conciliation Act, 1996" and in accordance with this Clause.
- (d) Within 60 days of receipt of Notice of Dispute, either party shall refer the matter in dispute to Conciliation. Conciliation proceedings shall be initiated within 30 days of one Party inviting the other in writing to Conciliation. Conciliation shall commence when the other Party accepts in writing this invitation. If the invitation is not accepted, then Conciliation shall not take place. If the Party initiating Conciliation does not receive a reply within 30 days from the date on which he sends the invitation, he may elect to treat this as a rejection of the invitation to conciliate and inform the other Party accordingly.
- (e) The Conciliation shall be undertaken by one Conciliator selected from a panel of Conciliators maintained by DMRC. The Conciliator shall assist the Parties to reach an amicable settlement in an independent and impartial manner.
- (f) DMRC shall maintain a panel of Conciliators, who shall be from serving or retired Engineers of Government Departments, or of Public Sector Undertakings. Out of this panel, a list of three Conciliators shall be sent to the Partner who shall choose one of them to act a sole Conciliator and conduct Conciliation proceedings in accordance with "The Arbitration and Conciliation Act, 1996"
- (g) There will be no objection if Conciliator so nominated is a serving employee of DMRC who would be a Deputy HOD level officer or above. DMRC and the Partner shall, in good faith, co-operate with the Conciliator and, in particular, endeavor to comply with requests by the Conciliator to submit written materials, to provide evidence and to attend meetings.
- (h) Each Party may, on his own initiative or at the invitation of the Conciliator, submit to the Conciliator suggestions for the settlement of the dispute. When it appears to the Conciliator that there exist elements of a settlement which may be acceptable to the Parties, he shall formulate the terms of a possible settlement and submit them to the Parties for their observations. After receiving the observations of the Parties, the Conciliator may reformulate the terms of a possible settlement in light of such observations. If the Parties reach agreement on a settlement of the dispute, they may draw up and sign a written settlement agreement. If requested by the Parties, the Conciliator may draw up, or assist the Parties in drawing up, the settlement agreement. When the Parties sign the Settlement Agreement, it shall be final and binding on the Parties and persons claiming under them respectively. The Conciliator shall authenticate the Settlement Agreement and furnish a copy thereof to each of the Parties.
- (i) As far as possible, the Conciliation proceedings should be completed within 60 days of the receipt of notice by the Conciliator. The Parties shall not initiate, during the Conciliation proceedings, any arbitral or judicial proceedings in

- respect of a dispute that is the subject matter of the Conciliation proceedings.
- (j) The Conciliation proceedings shall be terminated: a) by the signing of the Settlement Agreement by the Parties on the date of agreement; or b) by written declaration of the Conciliator, after consultation with the Parties, to the effect further efforts at Conciliation are no longer justified, on the date of declaration; or by a written declaration of the Parties to the Conciliator to the effect that the Conciliation proceedings are terminated, on the date of declaration; or d) by a written declaration of a Party to the other Party and the sole Conciliator, if appointed, to the effect that the Conciliation proceedings are terminated, on the date of declaration. Upon termination of the Conciliation proceedings, the Conciliator shall fix the costs of the Conciliation and give written notice thereof to the Parties. The costs shall be borne equally by the Parties unless Settlement Agreement provides for a different apportionment. All other expenses incurred by a Party shall be borne by that Party.
 - (k) If the efforts to resolve all or any of the disputes through Conciliation fail, then such disputes or differences, whatsoever arising between the Parties, shall be referred to Arbitration in accordance with the following provisions.
 - (l) Only such dispute(s) or difference(s) in respect of which notice has been made under this Clause but could not be settled through Conciliation, together with counter claims or set off, given by the DMRC, shall be referred to Arbitration. Other matters shall not be included in the reference.
 - (m) The Arbitration proceedings shall be assumed to have commenced from the day, a written and valid demand for Arbitration is received by Managing Director, Delhi Metro Rail Corp. Rail Limited, New Delhi. The disputes so referred to Arbitration shall be settled in accordance with the Indian Arbitration & Conciliation Act, 1996. Further, it is agreed between the Parties as under.
 - (n) Number of Arbitrators: The Arbitral Tribunal shall consist of:
 - a. Sole Arbitrator in cases where the total value of all claims in question added together does not exceed Rs. 2.00 crores;
 - b. 3 (Three) Arbitrators in all other cases;
 - (o) Procedure for Appointment of Arbitrators: The Arbitrators shall be appointed as per following procedure: -
 - a. In case of Sole Arbitrator: Within 60 days from the day when a written and valid demand for Arbitration is received by MD/DMRC, DMRC will forward a panel of 03 names to the Partner. The Partner shall have to choose one Arbitrator from the panel of three, to be appointed as Sole Arbitrator within 30 days of dispatch of the request by DMRC. In case the Partner fails to choose one Arbitrator within 30 days of dispatch of the request of DMRC, then MD/DMRC shall appoint any one Arbitrator from the panel of 03 Arbitrators, as sole Arbitrator.
 - b. In case of 3 Arbitrators: Within 60 days from the day when a written and valid demand for Arbitration is received by MD/DMRC, DMRC will forward a panel of 5 names to the Partner. The Partner will then give his consent for any one name out of the panel to be appointed as one of the Arbitrators within 30 days of dispatch of the request by the Partner. DMRC will decide the second Arbitrator. MD/DMRC shall appoint the two Arbitrators, including the name of one Arbitrator for whom consent was given by the Partner, within 30 days from the receipt of the consent for one name of the Arbitrator from the Partner. In case the Partner fails to give his consent within 30 days of dispatch of the request of the Partner, then MD/DMRC shall nominate both the Arbitrators from the

panel. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties out of the panel of 05 Arbitrators provided to the Partner or from the larger panel of Arbitrators to be provided to them by DMRC at the request of two appointed Arbitrators (if so desired by them) and who shall act as the Presiding Arbitrator.

- c. In case of failure of the two appointed Arbitrators to reach upon consensus within a period of 30 days from their appointment date, then, upon the request of either or both Parties, the Presiding Arbitrator shall be appointed by the Managing Director / DMRC, New Delhi. If one or more of the Arbitrators appointed as above refuses to act as Arbitrator, withdraws from his office as Arbitrator, or vacates his/their office/offices or is/are unable or unwilling to perform his functions as Arbitrator for any reason whatsoever or dies or in the opinion of the MD/DMRC fails to act without undue delay, the MD/DMRC shall appoint new Arbitrator /Arbitrators to act in his/their place except in case of new Presiding Arbitrator who shall be chosen following the same procedure as mentioned in para above. Such re-constituted Tribunal may, at its discretion, proceed with the reference from the stage at which it was left by the previous Arbitrator(s). DMRC at the time of offering the panel of Arbitrator(s) to be appointed as Arbitrator shall also supply the information with regard to the qualifications of the said Arbitrators nominated in the panel along with their professional experience, phone nos. and addresses to the Partner.
- d. Qualification and Experience of Arbitrators (to be appointed as above): The Arbitrators to be appointed shall have minimum qualification and experience as under. Arbitrator shall be a Working / Retired Officer (not below E-8 grade in a PSU with which DMRC has no business relationship) of any discipline of Engineering or Accounts / Finance/Legal department, having experience in Contract Management of Construction Contracts; or a Retired Officer (retired not below the SAG level in Railways) of any Engineering Services of Indian Railways or Indian Railway Accounts Service, having experience in Contract Management of Construction Contracts; or a Retired Officer who should have retired more than 3 years previously from the date of appointment as Arbitrator (retired not below E-8 grade in DMRC or a PSU with which DMRC has a business relationship) of any Engineering discipline or Accounts / Finance / Legal department, having experience in Contract Management of Construction Contracts or retired judge of any High Court or Supreme Court of India or reputed Chartered Accountant & should be member of ICAI, New Delhi. No person other than the persons appointed as per above procedure and having above qualification and experience shall act as Arbitrator.
- e. No new claim shall be added during proceedings by either Party. However, a Party may amend or supplement the original claim or defence thereof during the course of Arbitration proceedings subject to acceptance by Tribunal including having due regard to the delay in making it.
- f. Neither Party shall be limited in the proceedings before such Arbitrators to the evidence nor did arguments previously put before during settlement through Conciliation proceedings.
- g. It is agreed by both the Parties that in the cases where Arbitral Tribunal is consist of Sole Arbitrator, their disputes shall be resolved by fast track procedure specified in sub-section (3) of 29B of the Arbitration and

- Conciliation (Amendment) Act , 2019 or as amended up to date.
- h. Arbitration proceedings shall be held at New Delhi, India and the language of the Arbitration proceedings and that of all documents and communications between the Parties shall be in English.
 - i. The Arbitral Tribunal should record day to day proceedings. The proceedings shall normally be conducted on the basis of documents and written statements. All Arbitration awards shall be in writing and shall state item wise, the sum and detailed reasons upon which it is based. A model Time Schedule for conduct of Arbitration proceedings in a period of 180 days / 365 days will be made available to Arbitral Tribunal for their guidance. Both the Parties should endeavor to adhere to time schedule for early finalization of Award.
 - j. The award of the Sole Arbitrator or the award by majority of three Arbitrators, as the case may be, shall be binding on all Parties. Any ruling on award shall be made by a majority of members of Tribunal.
 - k. A Party may apply for correction of any computational errors, any typographical or clerical errors or any other error of similar nature occurring in the award of a Tribunal and interpretation of specific point of award to Tribunal within 30 days of the receipt of award.
 - l. A Party may apply to Tribunal within 30 days of receipt of award to make an additional award as to claims presented in the Arbitral proceedings but omitted from the Arbitral award.
 - m. Where the Arbitral award is for the payment of money, no interest shall be payable on whole or any part of the money for any period, till the date on which the award is made.
 - n. The fees and other charges of the Conciliator / Arbitrators shall be as per the scales fixed by DMRC from time to time irrespective of the fact whether the Arbitrator(s) is / are appointed by DMRC or by the Court of law unless specifically directed by Hon'ble Court otherwise on the matter, and shall be shared equally by DMRC and the Partner. However, the expenses incurred by each Party in connection with the preparation, presentation will be borne by itself.
 - o. Where recourse to a Court is to be made in respect of any matter, dispute, issue arising out of or under the Contract or connected with the Contract the Appropriate court at Delhi/ New Delhi shall have the exclusive jurisdiction to try all disputes issues, dispute arising out of or under the Contract or connected with the Contract between the Parties.
 - p. The reference to Conciliation/Arbitration shall proceed notwithstanding that the Works shall not then be or be alleged to be complete, provided always that the obligations of DMRC, and the Partner shall not be altered by reasons of Arbitration being conducted during the progress of the Works. Neither Party shall be entitled to suspend the Work or part of the Work to which the dispute relates on account of Arbitration and payments to the Partner shall continue to be made in terms of the Contract.

15. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by the laws of India in respect of any dispute arising upon, over or in respect of any of the terms of this Agreement, only the courts in Delhi shall have exclusive jurisdiction to try and adjudicate such dispute.

IN WITNESS WHEREOF the parties hereto have executed this Agreement (in duplicate) on the day, month and year first hereinabove mentioned.

| | | |
|-----------------------------|------------------------|--|
| | <hr/> (Partner) | DELHI METRO RAIL CORPORATION LTD. |
| Signature | | |
| Name | | |
| Designation | | |
| Seal | | |
| Signature of Witness | | |
| Name of Witness | | |
| Designation | | |