

# **DELHI METRO RAIL CORPORATION LIMITED**



**Licensing of ‘Exclusive Indoor Advertising Rights’  
inside selected Metro stations i.e. from Janakpuri  
West to Botanical Garden Metro Stations (excluding  
SKVR, IGDA, IIT, PSPK, GKEI, OKNS, IWNR &  
OBS ) on Line-8 (Magenta Line) of DMRC network,**

**(License Agreement)**

**2022**

**DELHI METRO RAIL CORPORATION LIMITED**

Property Business Cell

Metro Bhawan

Fire Brigade Lane, Barakhamba Road

New Delhi-110001

India

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**ARTICLE-1**

**DRAFT LICENSE AGREEMENT**

**Agreement No.** \_\_\_\_\_

THIS AGREEMENT entered into at Delhi on this the \_\_\_\_ day of \_\_\_\_\_ 20..... between Delhi Metro Rail Corporation Ltd. (DMRC) incorporated under the Companies Act, 1956 (amended in 2013) having its registered office at Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi-110001, India, hereinafter referred to as "**DMRC**" (which expression shall unless repugnant to the context or meaning thereof and include its successors and assigns) of the **First Party**

**AND**

M/s \_\_\_\_\_ a company incorporated under the provisions of the Companies Act, 1956 (amended in 2013) having its registered office at \_\_\_\_\_

\_\_\_\_\_, \_\_\_\_\_ hereinafter called 'Licensee' through its duly Authorised Signatory Sh. \_\_\_\_\_, (which expression shall unless repugnant to the context or meaning thereof include the successors and assigns) of the **Second party**.

**WHEREAS**

- A. DMRC with a view to augment its earnings through non-operating revenues by licensing of commercial advertisement spaces, had invited Request for Proposal (RFP) through open e-tender from the interested parties for granting of 'Exclusive Indoor Advertising Rights' inside selected Metro stations i.e. from Janakpuri West to Botanical Garden Metro Stations (excluding SKVR, IGDA, IIT, PSPK, GKEI, OKNS, IWNR & OBS ) on Line-8 (Magenta Line) of DMRC network, as per Annexure-I through the open e-tender process. Based on fulfillment of eligibility criteria as laid down in RFP document, the successful bidder/licensee \_\_\_\_\_ has been selected for assigning 'Exclusive Indoor Advertising Rights' inside selected Metro stations i.e. from Janakpuri West to Botanical Garden Metro Stations (excluding SKVR, IGDA, IIT, PSPK, GKEI, OKNS, IWNR & OBS ) on Line-8 (Magenta Line) of DMRC network as detailed in Annexure-I of this License Agreement with minimum chargeable area of 1300 Sqm.
- B. The selected bidder/licensee \_\_\_\_\_ shall perform the obligations and exercise the rights under the Letter of Acceptance (LOA), including the obligations to enter into the License Agreement, pursuant to issue & acceptance of the LOA for undertaking the above License.
- C. DMRC has agreed to provide advertising spaces to the licensee, to be identified by the licensee and thereafter approved by DMRC, (and to be commissioned by the Licensee at their own cost) prior to their installation on "as is where is" basis, as detailed in Annexure-I of this License Agreement, herein after referred to as Advertisement spaces, on payment of license fee to DMRC on the terms and conditions hereunder contained in this License Agreement.
- D. The Licensee shall design, procure, manufacture, fabricate, install, commission, manage, operate, maintain, market and sell advertisement spaces/opportunities inside selected Delhi Metro stations as specified in this Agreement at its own cost. Advertisement spaces on bare/ prefabricated installed sites shall be identified by the Licensee and got approved from DMRC before their commissioning.
- E. Advertising Rights Inside selected Metro Stations are for a minimum area of 1300 sqm of the section of Janakpuri West to Botanical Garden (excluding SKVR, IGDA, IIT, PSPK, GKEI, OKNS, IWNR & OBS) of Line-8 as per Annexure I A. 7 stations of Line -8 viz. Terminal 1 IGI, IIT, Panchsheel Park, Greater Kailash, Okhla NSIC, Sukhdev Vihar & Okhla Bird Sanctuary have been excluded from the scope of this tender and are earmarked for Co-branding, wherein indoor / outdoor advertisement rights are kept with the Co-branding licensee. If any of these 7 stations earmarked as above for Co-branding, are not licensed out for Co-branding, may be provided to the successful bidder for inside advertisement under this contract at the prevalent rate of license fees, with 80 sqm of minimum offered area.
- F. After natural completion/premature termination by DMRC/ surrender of the contract, all advertisement panels/ infrastructure installed by the Licensee shall become the property of DMRC at Zero/Nil Value & DMRC shall have full rights to remarket/ retender the same without any right of claim by the Licensee.

NOW THEREFORE THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. The following documents shall be deemed to form of and be read and construed as an integral part of this License Agreement, namely:
  - a. Letter of Acceptance No. \_\_\_\_\_ dated \_\_\_\_\_
  - b. Request for Proposal (RFP) including the Draft License Agreement, its Addendum & Corrigendum and replies to prebid queries (if any).

- c. Any other document issued by/ of DMRC forming part of the Bidding Process.

**2. The Licensee hereby covenants as follows:-**

- a. Licensee hereby assumes responsibility for 'Exclusive Indoor Advertising Rights' inside selected Metro stations i.e. from Janakpuri West to Botanical Garden Metro Stations (excluding SKVR, IGDA, IIT, PSPK, GKEI, OKNS, IWNR & OBS ) on Line-8 (Magenta Line) of DMRC network as specified in Annexure-I. Licensee shall be responsible for designing, procurement, manufacture, fabrication, installation, commissioning, management, operation, maintenance, marketing and selling advertisement spaces/opportunities inside the selected Metro stations as specified in this Agreement at its own cost. All the advertisement sites and formats proposed by the Licensee are subject to prior approval by DMRC with regard to operational feasibility, aesthetics, and safety and security concerns. Licensee shall prepare the advertisement plan for prior approval of DMRC. Licensee shall also, maintain all available advertising panels not used by the licensee and display DMRC ads/ social messages as required by DMRC. No advertisement panel is to be left blank/unutilized/unattended after the expiry of the fitment period.
- b. Licensee irrevocably agrees to make all payments including License Fee, GST and other applicable taxes as per this Agreement as and when due without delay or demur and without waiting for any formal advice from DMRC in this regard.
- c. The Licensee confirms having examined the potential locations inside the selected Metro stations (as per Annexure-I) in detail and fully understands and comprehends the technical requirements of the advertisement insert/media. The Licensee also confirms full satisfaction as to the business viability of licensing the advertisement spaces inside selected Metro stations and hereby voluntarily and unequivocally agrees not to seek any claim, damages, compensation or any other consideration, whatsoever, on this account. Licensee also confirms having made independent assessment of present and future market potential and no future claim whatsoever regarding change in market circumstances shall be used by it as an alibi for non-payment of License Fee and other amounts due to DMRC under this License Agreement.
- d. That DMRC and LICENSEE represent and warrant that they are empowered, authorized and able to enter into this Agreement.

In Witness whereof the parties hereto have caused this agreement to be signed in their respective hands as of the day and year first before written.

.../..../20....

.../..../20....

**Authorized Signatory.**

**Authorized Signatory.**

FOR AND ON BEHALF OF DELHI  
METRO RAIL CORPORATION  
LIMITED

FOR AND ON BEHALF OF  
LICENSEE

**IN WITNESS** WHEREOF the LICENSEE and the DMRC have set their hands hereunto on the day, month and year first written above in the presence of the following witnesses

-----  
Witness (DMRC)

-----  
Witness (LICENSEE)

**DEFINITIONS**

- 1.1 **“Advertising” or “Advertisement”** means display of any advertisement material including pictures, printed material, Electric/Electronic media, smart posters, holographic images, visual display or any other innovative advertising media, etc. which are not objectionable or prohibited under various statutes, codes, policies, etc. as applicable from time to time (Except Audio Advertising).
- 1.2 **“Agreement”** means the License Agreement to be executed between DMRC and the selected Bidder in the format approved by DMRC and includes any amendments, annexure hereto made in accordance with the provisions hereof.
- 1.3 **“Applicable Laws”** means all laws, brought into force and effect by Govt. of India, State Governments, local bodies and statutory agencies and rules/ regulations/ notifications issued by them from time to time. It also include judgments, decrees, injunctions, writs and orders of any court or judicial authority as may be in force and effected from time to time.
- 1.4 **“Applicable Permits”** means all clearances, permits, authorizations, consents and approvals required to be obtained or maintained under Applicable Law, in connection with the commercial advertisement spaces during the subsistence of this Agreement.
- 1.5 **“As is where is” basis** means License of the said commercial advertisement space including all equipment, installations, fittings and fixtures is given on ‘as is where is basis’. The Licensee may make additions or alterations in the licensed space, carry out various installations including electric installations and wiring, with the prior permission of DMRC in writing at its own cost. Licensee shall not be entitled for any compensation with regard to additions carried out by them in the licensed commercial spaces. Licensee shall be required to hand over the Licensed Space at the end of license period.
- 1.6 **“Bid”** means the documents, including all clarifications, addendum, corrigendum and revisions issued by DMRC to the Bidders, the Proposal submitted by the successful Bidder (Licensee) in response to the Bid Notice in accordance with the provisions thereof.
- 1.7 **“Bidder”** means any entity which is a sole proprietorship firm, a partnership firm or a company having registered office in India, or a combination of above in the form of Joint Venture (JV) or consortium.
- 1.8 **“Change in Law”** means the occurrence or coming into force of any of the following after the date of signing this Agreement:
- a) The enactment of any new Indian law
  - b) The repeal, modification or re-enactment of any existing Indian law
  - c) Any change in the rate of any Tax

Provided that Change in Law shall not include:

- i) Coming into effect after the date of signing this Agreement of any provision of a statute which is already in place as of the date of signing this Agreement (or)

- ii) Any new law or any change in existing law under the active consideration of or in the contemplation of any Government as of the date of signing this Agreement, which is a matter of public knowledge.

- 1.9 **“Commencement Date or Handover Date”** means the date on which the Licensed Space of first lot of stations as per Annexure-I is handed over by DMRC to the selected Bidder, in accordance with the terms of this Agreement.
- 1.10 **“Control”** shall mean the power to direct the management or policies of the Bidder/Subsidiary companies, whether through the ownership of over 50% (Fifty percent) of the voting power or through the power to appoint more than half of the board of directors or similar governing body of the companies i.e. having enough voting stock so as to influence and control the management and operations of such companies, here “Controls” and “Controlled by” shall be construed accordingly.
- 1.11 **“Damages”** shall mean any claim of DMRC against the Licensee for breach of this Agreement, including but not limited to, losses, dues, arrears etc. against which DMRC shall be entitled to claim and adjust the Security Deposit/ Performance Security.
- 1.12 **“DMRC”** means Delhi Metro Rail Corporation Limited.
- 1.13 **“Financial Year”** shall for the Bidder mean the period commencing April 1<sup>st</sup> of each calendar year and ending on March 31<sup>st</sup> of the immediately succeeding calendar year. The relevant financial year for a foreign holding and or group subsidiary company will be the nearest period of financial year applicable in their respective countries as compared to the Indian financial year stipulated above.
- 1.14 **“Holding company”** of the Bidder/ subsidiary company shall mean such entity that owns and Controls the Bidder/subsidiary companies. Further, the Holding company maybe an Indian or a foreign incorporated entity, so long as the Bidder is an Indian entity.
- 1.15 **“Interest Free Security Deposit/ Performance Security”** means interest free amount to be deposited by the Licensee with DMRC as per terms and conditions of License Agreement as a security against the performance of the License Agreement.
- 1.16 **“License”** means the licensing rights granted by DMRC to the selected Bidder for various activities excluding the banned activities as per banned list of usage of premises attached as Annexure-II.
- 1.17 **“Licensee”** means the Selected Bidder, who has executed the License Agreement with DMRC pursuant to bidding process.
- 1.18 **“License Fee”** means the amount payable by the licensee to DMRC as per rates offered by the Selected Bidder for utilization of licensed space and accepted by DMRC to be paid by the Licensee along with other charges and any kind of Central or State Taxes, local levies, statutory dues, GST etc. that may be payable by the licensee as per prevalent law.
- 1.19 **“License Period”** means the period beginning from the Commencement Date and ending on the Termination Date.
- 1.20 **“Permits”** shall mean and include all applicable statutory, environmental or regulatory licenses, authorization, permits, consents, approvals, registrations and franchises from concerned authorities.

- 1.21 **“Selected Bidder”** means the bidder who has been selected by DMRC, pursuant to the bidding process for award of license.
- 1.22 **“Subsidiary company”** is one which is part of the group controlled by a holding company. Further, the Subsidiary company maybe an Indian or a foreign incorporated entity, so long as the Bidder is an Indian entity.
- 1.23 **"Tax"** means and includes all taxes, fee, cesses, levies that may be payable by the Licensee under the Applicable Law to the Government or any of its agencies.
- 1.24 **“Termination Date”** means the end of the License period or date of sooner termination of the License period in accordance with the terms of this Agreement whichever is earlier.



**DISCLAIMER**

The Licensee acknowledges & confirms that prior to execution of this License Agreement, it has:

- a)** Extensively analyzed & satisfied itself about the requirement of this License Agreement including but not limited to the market & trade conditions.
- b)** Carefully assessed the business prospects from Inside the Metro stations & shall be fully responsible for its assessment in this regards.
- c)** It has visited/seen/assessed the potential advertising location/spaces inside the selected Metro stations& fully understands & comprehends the technical, financial, commercial & investment requirements. It has fully analyzed to its full satisfaction the business viability of this License/Contract & hereby voluntarily & unequivocally agrees not to seek any claim for damages, compensation, costs, etc. whatsoever in this regard at any point of time.

**ARTICLE-2**  
**GRANT OF LICENSE**

**TENURE OF LICENSE:**

**2.1** The tenure of the license Agreement shall be of nine (9) years from the date of first handover of advertising spaces, unless otherwise terminated by DMRC or surrendered by the Licensee without provision for further extension of the License Agreement. The tenure of License Agreement shall commence from the date of first handover of the advertising spaces as mentioned in Annexure-I. The license period for any additional advertisement spaces handed over/allotted subsequently during the currency of the contract other than & including area mentioned in Annexure-I will also be co-terminus with the original license period as per this Agreement.

**2.2 Lock-in & Fitment Period:**

- a) There shall be a lock-in period of two (2) years from the date of commencement of the License Period.
- b) There shall be a fitment period of 75 days from the date of First handing over of advertisement spaces as per Annexure-I.

**LICENSE FEE:**

**2.3** The quarterly advance license fee (exclusive of all taxes) at the bid accepted rate of Rs. XXXX per sqm per month for static advertisement only subject to the minimum chargeable licensed space/area i.e. 1300.00 sqm as per Annexure-I plus GST (as applicable, presently @18%)/ any other taxes shall be paid by the licensee to DMRC. The license fee shall be paid in advance on quarterly basis for the actual area handed over or minimum chargeable area as per Annexure-I, whichever is higher. Advertisement by digital media shall be charged at 1.5 times the accepted rate for static advertisement i.e. Rs. \_\_\_\_\_per sqm per month. The rate of License Fees to be charged for advertisement inside selected Metro stations is as under:

<b>Rate structure</b>	<b>Type of Advertisement Display</b>	<b>Rate of License fee in Rs. per sqm/ month</b>
R1	All Types of format of Advertisement Inside selected stations except Digital Advertisement Display in the form of LCD / LED Screens, Video Walls, etc.	"X" as bid & accepted by DMRC subsequent to Bidding process + GST as applicable (presently @18%)
R2	Digital advertisement Display in the form of LCD/LED screen, video walls etc.	1.5 times the rate "X" as above (X * 1.5) + GST as applicable (presently @18%)

**2.4** The license fee shall commence immediately after expiry of the fitment period of 75 days, i.e. from the 76<sup>th</sup> day from the date of first handing over of advertisement area/spaces inside Metro stations as per Annexure-I, on expiry of fitment period as per clause 2.2(b) above and shall be charged until the termination/ completion of Agreement/Contract.

- 2.5 Along with License Fee, Licensee shall also pay other dues like GST, other taxes, statutory dues/liabilities, electricity charges, damage/penal charges, pending arrears, etc. as applicable from time to time.
- 2.6 **The License Fee and other recurring charges and the Interest Free Security Deposit/ Performance Security shall be escalated & increased by 20% on completion of every three (3) years of License period i.e. after every three (3) years from the commencement date of License period on compounding basis.**
- 2.7 The license fee along with GST as applicable shall be paid to DMRC on Quarterly basis in advance to DMRC by the last working day of the previous running quarter. This has also been illustrated below for better understanding of licensee:

<b>The Billing quarter</b>	<b>01<sup>st</sup> April to 30<sup>th</sup> June</b>
<b>Period for the issue of invoice</b>	<b>01<sup>st</sup> March to 15<sup>th</sup> March</b>
<b>Last date of payment of dues to DMRC</b>	<b>31<sup>st</sup> March</b>

- 2.8 The Licensee agrees voluntarily and unequivocally to make all payments to DMRC before the due date, without waiting for any formal advice from DMRC. If the Licensee does not receive invoice before 7 days of due date of payment, the Licensee agrees to collect the same from the office of authorized representative of the Licensor.
- 2.9 The Licensee shall periodically advise the details of payments deposited with & paid to DMRC. In the case of non-submission of such details, initially Third Party dues, i.e. statutory dues/ liabilities shall be settled first (mandatory liabilities of DMRC), then others dues/ liabilities like electricity, etc. and lastly License fee shall be accounted for. The account shall be reconciled by DMRC on half yearly basis. Discrepancy, if any, shall be adjusted in next invoice.
- 2.10 If the Licensee fails to pay or partly pay the due license fee and other dues by the due date, a 15 days' Cure Notice shall be issued to pay the outstanding license fee and other dues along with an interest of 18% (Eighteen percent) per annum on the amount of License Fee and other dues remaining outstanding after the due date of payment. Interest shall be charged on net outstanding dues for the actual number of day(s) of delay in payment. Interest shall continue to be accrued on monthly compounding basis until all the payable dues of License Fee and other dues are finally squared up & paid to DMRC.
- a) If the Licensee fails to pay the outstanding License Fee and other dues within 15 days' Cure Notice, DMRC shall issue 30 days termination notice to make payment of outstanding License Fee and other dues. No representation of the licensee shall be entertained in this period till the licensee pays the entire outstanding dues to DMRC.
- b) In the event of Licensee failing to pay the outstanding License Fee and other dues within 15 days from the date of issue of termination notice, DMRC may disconnect all utilities provided to the Licensee.
- c) In the event of Licensee failing to pay the dues within 30 days from the date of issue of Termination Notice, it shall constitute Material Breach of Contract and Licensee's Event of Default under this Agreement and shall entitle DMRC to terminate the License Agreement as per provisions stipulated in ARTICLE-7 of the License Agreement. In such a case, the

balance Interest Free Security Deposit/Performance Security shall be forfeited in favour of DMRC after adjustment of outstanding dues, if any. If balance outstanding dues are more than Interest Free Security Deposit/ Performance Security, the same shall be recoverable from the licensee or else DMRC will seize their goods/property at Zero/Nil value. DMRC shall be free to dispose of the said goods/property in any manner deemed fit & the Licensee shall have no claim for compensation/damages in this regard. DMRC may also recover the balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Security, from the other contracts of licensee in DMRC.

- d) Licensee shall vacate the premises within 30 days after date of issue of termination notice.
- e) The Licensee should preferably make the payment of advance quarterly License fee and GST (as applicable) to DMRC by e-mode via RTGS/NEFT for credit of DMRC designated account. Licensee shall take prior approval of DMRC after complying with the required procedure/guidelines as per Annexure-IV of DLA. The license fee and other dues can also be paid by DD/PO in favour of DMRC Ltd., payable at Delhi & drawn on a scheduled commercial bank.

#### **Interest Free Security Deposit/ Performance Security:**

**2.11** The Licensee shall submit & pay Interest Free Security Deposit/Performance Security to DMRC equivalent to half yearly six (6) months License Fee based on the minimum chargeable area mentioned in Annexure-I as per existing prevailing rate of license fee applicable as on date of its submission. This may be read along with clause no. 3.3 of RFP.

**2.12** The Licensee shall deposit minimum 25% of Interest Free Security Deposit/Performance Security in the form of DD/PO in favor of DMRC Ltd payable at Delhi and 75% or remaining amount of Interest Free Security Deposit/Performance Security shall be paid in form of DD/PO/Bank Guarantee in favour of DMRC Ltd. Interest Free Security Deposit/Performance Security up to Rs 10.00 lakhs shall be paid in the form of DD/PO only in favour of DMRC Ltd, payable at Delhi & issued by a scheduled commercial bank. The IFSD shall be payable as follows:

The Bank Draft/PO in favour of DMRC Ltd. shall be payable at Delhi/New Delhi and issued from a Scheduled Commercial Bank based in India.

**2.13** Irrevocable Bank Guarantee in the prescribed format (Annexure-III of DLA) issued by the State Bank of India or any other Nationalized Bank or any other Scheduled Commercial Banks, acceptable to DMRC from payable at branches located in Delhi. The Bank Guarantee shall be valid at least for three years and shall be extended and renewed for at least three (3) years, on rolling basis, well before expiry of earlier Bank Guarantee, failing which, the previous Bank Guarantee shall be invoked & en-cashed by DMRC without any prior intimation to the Licensee. For the last year of license period, the Licensee shall submit the Bank Guarantee valid for remaining license period plus six months and shall renew it, if required, till the final settlement of all accounts is carried out, failing which, the Bank Guarantee of the Licensee shall be invoked & en-cashed by DMRC without any information to Licensee. The Interest Free Security Deposit shall be payable as follows:-

Bank Draft/PO in favour of DMRC Ltd. shall be payable at Delhi/New Delhi & issued from a scheduled commercial bank based in India.

- 2.14** In case of a JV/ Consortium, the Interest Free Security Deposit/ Performance Security is to be submitted in the name of its JV/Consortium. However, splitting of the Interest Free Security Deposit/ Performance Security (while ensuring the Interest Free Security Deposit/ Performance Security is in the name of JV/Consortium) and its submission by different members of the JV/ Consortium for an amount proportionate to percentage stake or otherwise is also acceptable.
- 2.15** The Bank Guarantee issuing bank as defined in clause no. 2.13 above must be on the Structured Financial Messaging System (SFMS) platform. A separate advice of the Bank Guarantee will be invariably be sent by issuing bank to the DMRC's bank through SFMS and only after this, the Bank Guarantee will become operative and acceptable to DMRC. Accordingly, it is Licensee's responsibility to advise DMRC's bank particulars at present, in this regard as detailed below to Bank Guarantee issuing bank and ensure the forwarding of advice of said Bank Guarantee through SFMS to DMRC's designated bank:

**ICICI Bank Limited  
9A, Phelps Building,  
Connaught Place,  
New Delhi – 110001.  
IFSC Code: ICIC0000007**

- 2.16** **The License Fee , other recurring charges (if any) and the Interest Free Security Deposit/ Performance Security shall be escalated & increased by 20% on completion of every three (3) years of license period, on compounding basis. First escalation in License Fee and the Interest Free Security Deposit/ Performance Security shall be after completion of three (3) years of License Period. This may be read in conjunction with the Clause 3.10 of DLA regarding Additional Area.**
- 2.17** Interest Free Security Deposit/ Performance Security shall remain constant for a variation of (+/-) in area of up to 10% of initial tendered area/ minimum chargeable area as per Annexure-I. However, in case of variation in area of more than (+) 10% from the initial tendered area/ minimum chargeable area, as per Annexure-I then Interest Free Security Deposit/ Performance Security shall be updated & adjusted on pro-rata basis.
- 2.18** DMRC shall reserve the right for deduction of DMRC dues from Licensee's Interest Free Security Deposit/Performance Security at any stage of agreement i.e. currency/ completion/termination/surrender, against:-
- a)** Any amount imposed as a penalty and adjustment for all loses/damages suffered by DMRC for any nonconformity with the Agreement terms & condition by the Licensee.
  - b)** Any amount of which DMRC becomes liable to the Government/Third party due to any default of the Licensee or any of their employee/ agent.
  - c)** Any payment/ fine made under the order/judgment of any court/consumer forum or law enforcing agency or any person working on their behalf.
  - d)** Any other outstanding DMRC's dues/ claims, which remain outstanding after completing the course of action as per this License Agreement.

- 2.19** Interest Free Security Deposit/ Performance Security will be refunded after adjusting any payable dues without consideration of any interest, after completion of full term of the License Agreement i.e. nine (9) years or in case of surrender of this License Agreement after lock-in period of two (2) years as per the provisions of the License Agreement.
- 2.20** Once an amount is debited from the Interest Free Security Deposit/Performance Security, the Licensee shall replenish the Security Deposit/Performance Security to the extent the amount is debited, within 15 days period, failing which, it shall be treated as Licensee's event of default enabling DMRC to terminate this License Agreement as per the provisions of the License Agreement.
- 2.21** In no case, due payments to DMRC shall be allowed to remain outstanding & unpaid for a period of more than 60 days. If at any stage, the dues remain unpaid & outstanding for a period of more than 60 days the License Agreement may be terminated by DMRC with immediate effect without giving any prior notice to the Licensee and in such case the Interest Free Security Deposit/ Performance Security & advance License fee received, if any, shall stand forfeited in favour of DMRC Ltd after adjustment of any dues payable by the Licensee to DMRC. The Licensee would be required to remove the advertisements immediately thereafter within three (3) days of receipt of such notice of termination by DMRC.

#### **TAXES AND OTHER STATUTORY DUES**

- 2.22** All other statutory taxes, statutory dues, local levies, GST, other taxes, etc. as applicable from time to time shall be charged extra and shall be remitted/paid to DMRC along with the License Fee for onward remittance to the Government. The Licensee indemnifies DMRC from any claims that may arise from the statutory authorities in connection with this License. The present rate of GST is @18%. Any revision in rate of GST/taxes shall also be applicable.
- 2.23** Payment of stamp duty on execution of License Agreement, if any, shall be borne by licensee.
- 2.24** Taxes/Municipal Taxes, if any, shall be solely borne by licensee.
- 2.25** The Licensee will not ask for any claim or compensation from DMRC if advertisements are not permitted due to local laws/civil authorities. The maintenance of all advertisement inserts will be borne by licensee.
- 2.26** At present, DMRC is not liable to share its revenue generated from advertisements inside DMRC Metro stations with local bodies including MCD, etc. However, if DMRC becomes liable to share such revenue with local bodies from advertisements Inside Selected Metro Stations in future, then DMRC shall deposit the due share to local bodies out of its own funds. Licensee shall not be liable to part with any additional amount on this account.

**ARTICLE-3**  
**MAINTENANCE AND OPERATION OF LICENSED SPACES**

**ADDITIONAL AREAS/ PANELS & FORMS OF ADVERTISING**

- 3.1** Additional new Metro station(s) on this line, if any, other than those listed in Annexure-IA, may also be allotted by DMRC to the licensee for exclusive indoor advertisement rights and DMRC's decision in this regard shall be final and binding. The license fee for such stations shall commence immediately from 76th day (on expiry of fitment 75 days fitment period) from the date of handing over of these stations. The tenure of the license period of these additional stations shall be co-terminus with this License Agreement.
- 3.2** Minimum area for which license fee shall be charged immediately after the fitment period will be as given in Annexure-1A for each station. If the Licensee utilizes less than the area given in Annexure-1A, in such case, the license fee and other dues shall be charged for minimum chargeable area given in Annexure-IA. The licensee can however utilize more area for advertising purposes at any of the stations. The additional area will/ may be allowed at the sole discretion of DMRC and shall be charged on pro-rata basis at the prevailing applicable rate of License Fee. The maximum area available for advertisements at each station shall be 500 sqm except at interchange station where it shall be 750 sqm.
- 3.3** The cost of preparation of the advertisements/media/inserts shall be borne solely by the licensee. The licensee shall also maintain all the media/inserts and advertisements as per standards indicated by DMRC.
- 3.4 Creativity and New Media:**  
Licensee shall be at liberty to choose the media introduce any format, its design, and type and carry out innovation and creativity to add value for maximization of revenues, subject to the scope of advertisement spaces specified in Clause 3.9(e) of the License Agreement. Licensee may utilize state of art technology prevalent anywhere globally.
- 3.5** The licensee can utilise any format of advertisement including and not limited to backlit panels, scrollers, floor branding, roof branding, digital display (without audio), canopy, etc. canopies are to be restricted to maximum 3 at each metro station & should not have base area more than 6ft x 6ft. Minimum area for which license fee shall be charged for each station handed over for advertisement rights as per Annexure-1A of this License Agreement. Even if the licensee do not utilise this minimum area mentioned in the Annexure. License fee and other dues shall be charged for this said minimum area.
- 3.6** The rate of License Fees to be charged for advertisement at the selected Metro stations is as under:

<b>Rate structure</b>	<b>Type of Advertisement Display</b>	<b>Rate of License fee in Rs. per sqm/ month</b>
R1	All Types of format of Advertisement Inside selected Metro stations except Digital Advertisement Display in the form of LCD / LED Screens, Video Walls, etc.	"X" as bid & accepted by DMRC subsequent to Bidding process + GST as applicable (presently @18%)
R2	Digital advertisement Display in the form of LCD/LED screen, video walls etc.	1.5 times the rate "X" as above (X * 1.5) + GST as applicable (presently @18%)

**3.7** The area to be charged shall be the actual display area exclusive of any border or width of framework. In case of LCD/LED/Digital Display/Video Walls, the area to be charged shall be the actual display area of screen exclusive of any border or non-digital width. In case, the licensee is utilizing Digital Display for advertisement, the same shall be charged at the rate structure of R2 as mentioned above. Advertisement Area for canopies shall be charged for the surface area of 5 surfaces at the rate structure of R1 as mentioned above along with charging of area occupied at same rate. Digital advertisement shall be charged as per rate of R2 i.e. 1.5 times the rate of static advertisement. No audio advertisement of any kind is permitted.

**3.8** The Licensee shall have to earmark, develop & maintain up to 5% of total advertisement area at each selected Metro stations subject to minimum chargeable advertisement spaces at each metro station, acceptable to DMRC, for carrying out social activities or social messages by DMRC in consonance with its extant CSR policy. Cost of printing such messages will be borne by DMRC. In case some of the advertising panels are left out / opted out by the licensee at the stations, the same shall also be maintained by the licensee and social messages / social activities / DMRC messages as desired by DMRC shall be put up by the licensee on these advertising panels. Cost for printing advertisements with regard to social marketing activities or social messages shall be borne by DMRC.

**3.9 Approval of Plan:**

- a) Licensee shall submit advertising plan for each location/site indicating type of media and its format, location of advertisement spaces, etc. with compliance to existing guidelines or any other applicable policy, statutes, codes, applicable laws. However, Licensee is solely responsible for the compliance of applicable laws and adherence of them is to the submitted to DMRC. All the advertising sites proposed by the Licensee in the plan shall be subject to approval by DMRC with regard to:-
  - i) Operational feasibility,
  - ii) Aesthetics,
  - iii) Safety & Security Concerns
- b) In this regard, a committee comprising of DMRC officials shall be formed for granting approval. The committee shall communicate its decision in writing within ten working days from the date of submission of proposals by the Licensee to DMRC for display of advertisements. If DMRC does not send any communication within ten working days of the recorded receipt of advertisement plans in PB wing, the proposal for approval of advertisement plans at any specified Metro station shall be considered as deemed to be approved by DMRC.
- c) If the plan does not conform to the requirement as mentioned above, DMRC may reject the plans/proposals, duly specifying the reason(s) thereof. Licensee shall resubmit their plan/proposal after such modification and conforming to the requirement of DMRC for approval. Licensee shall display advertisements only at the spaces approved in the above said plan.
- d) If any approval is required to be taken from any local authority for display of the advertisement, the same is the sole responsibility of the Licensee. DMRC may assist in submission of application on written request from the Licensee.



**e) Scope of Work:**

The selected Bidder shall have exclusive rights to design, procure/manufacture, install, manage, operate, maintain, market and sell indoor advertising opportunities inside selected Delhi Metro stations subject to the terms and conditions specified in the License Agreement. The details of minimum chargeable inventory/area on DMRC's selected Metro stations i.e. from Janakpuri West to Botanical Garden Metro Stations (excluding SKVR, IGDA, IIT, PSPK, GKEI, OKNS, IWNR & OBS) on Line-8 (Magenta Line) of DMRC network are as per Annexure-1. Licensee shall be responsible for the following activities:-

- i)** The Licensee shall have to clearly earmark, develop and maintain properly 5% of total advertisement spaces at each selected metro station for carrying out DMRC's campaigns, social activities, social messages by DMRC, etc. in consonance with its extant CSR policy. Cost for printing advertisements with regard to social marketing activities or social messages shall be borne by DMRC. In case some of the advertising panels are left out / opted out by the licensee at the stations, the same shall also be maintained by the Licensee and social messages / social activities / DMRC messages as desired by DMRC shall be put up by the contractor/Licensee on these advertising panels. Cost for printing advertisements with regard to social marketing activities or social messages shall be borne by DMRC
- ii)** The Advertiser/ Licensee shall provide the advertisement layout plan as per their requirement, subsequent to the prior approval of DMRC, as stipulated
- iii)** This contract is for total inventory / prefabricated panels available at the stations, which may be more than the minimum offered at each selected metro stations as per Annexure-1 or utilized by the licensee. Licensee shall be submitting a list of proposed inventory (consisting of minimum area offered as per Annexure-1, along with any additional area that the licensee wishes to utilize during the tenure of the contract). The maximum area available for advertisements at each selected metro stations shall be 500 sqm, however at interchange stations it shall be 750 sqm. The Licensee shall accordingly propose their advertisement plans for prior approval by DMRC. Such additional area, over & above the minimum chargeable area at each selected metro station as per Annexure-1, shall be charged on pro rata basis at the applicable rate of monthly License Fee per sqm per month.

Notwithstanding the proposed inventory as per Annexure-1 as mentioned above, licensee may apply for any additional inventory in addition to proposed minimum inventory as per their requirement as per terms & conditions of the contract agreement during the tenure of the contract, subject to the aforesaid maximum limits. The proposed inventory at the selected metro stations shall be re-furbished by the licensee as per DMRC's specifications at their own cost and shall be available for utilization by Licensee for commercial advertisements as per terms & conditions of the contract. At no stage immediately after the fitment period of 75 days, any installed advertisement panels/ prefabricated panels even if more than proposed/approved inventory of the Licensee should be left blank or unattended and all panels should have advertisements / displays mounted on them and shall be maintained updated properly by the Licensee. And, for the intervening time, when licensee is not fully utilizing the same, it shall not bear a barren, deserted &

shabby look; and presents a pleasant & aesthetic view of the station. If the licensee is not able to utilize installed advertisement panels / prefabricated panels, licensee shall display DMRC message(s) on vacant panels for which write up shall be provided by DMRC. However, advertiser shall be permitted to mention their contact details on the same. However, if the licensee fails to update the unutilized inventory within 30 days of providing DMRC messages after the fitment period of 75 days, DMRC may provide the same & recover the cost from the licensee. A suitable penalty may also be applicable in case any panel is left blank after the fitment period

- iv) Preparation of an advertising plan for each station which must clearly earmark exact locations and type of advertisement planned for each advertising site and other relevant details. DMRC shall consider the plan with respect to aesthetics, operational feasibility, safety and security concerns. If the part of plan is not approved by DMRC, Licensee is required to submit revised plan for approval. All further modification/revision in plans requires DMRC approval.
- v) Designing of all advertising units/structures to complement station architecture for advertising sites.
- vi) Procurement, fabrication, installation & erection of advertising units. Advertisement inventory shall include spaces inside selected metro stations only and no advertisement shall be allowed on outer side of the metro stations. Advertisement spaces inside selected metro stations may include all possible spaces including staircases, escalators, **platform screen doors**, turnstile, frisking panels/equipment's, fixed/moveable panels, floor or roof branding, logo other than that of DMRC on the roof, elevator spaces, smart posters, visual display by electronic media (without audio), projectors/holography or any other innovative advertisement media, etc, subsequent to the approval of DMRC, as stipulated. Advertisement inventory shall include smart posters, QR codes/graphics, canopy, etc to advertise the e-commerce activities for generating business opportunities through on-line or off-line shopping. Licensee is expected to provide certain display area for e-commerce at each station. The minimum chargeable area at each station shall be as per Annexure-1. The maximum area available for advertisements at each station shall be 500 sqm except at interchange station where it shall be 750 sqm. Licensee shall accordingly prepare the plan for approval of DMRC. The area of jurisdiction at interchange stations shall be decided by DMRC and in case of any dispute regarding the area of jurisdiction at interchange stations, the decision of DMRC shall be final and binding
- vii) Appoint a coordinator to interact with nodal DMRC representative to bring clarity in understanding of spaces, to coordinate and implement decisions taken.
- viii) Operate, manage and maintain the entire advertisement plans.
- ix) Management of sales & marketing of the advertising within stations including providing adequate professionally trained manpower.
- x) Design of themes depicting Delhi culture and its natural beauty and Delhi tourism for display at the advertising sites as per the tender conditions.

- xi)** Promote DMRC amongst India's top three Destination Brands for Advertising.
- xii)** Create new innovative advertising opportunities Inside elected Delhi Metro stations including Experiential Marketing, advertisements by visual aids, smart posters for use, e-commerce for on-line or off-line shopping purposes, etc.
- xiii)** Obtain all approvals, permits, etc. from all competent authorities including different tiers of government, statutory, local, civic authorities, etc. at their own cost.
- xiv)** Comply with all statutory requirements in connection with License Agreement.
- xv)** Ensure regular and timely payments of all amounts due to DMRC and discharge all obligations as per License Agreement.
- xvi)** All applicable taxes including Municipal/Advertisement Taxes, GST and all other statutory dues where applicable shall be borne solely by the licensee without any contest.
- xvii)** At present, DMRC is not liable to share its revenue generated from advertisements inside DMRC Metro stations with local bodies including MCD, etc. However, if DMRC becomes liable to share such revenue with local bodies from advertisements Inside Selected Metro Stations in future, then DMRC shall deposit the due share to local bodies out of its own funds. Licensee shall not be liable to part with any additional amount on this account
- xviii)** All the advertisement sites & formats proposed by the Licensee are subject to prior approval by DMRC with regard to provisions of operational feasibility, aesthetics, and safety& security concerns. Licensee shall prepare the plans accordingly for approval of DMRC & shall properly maintain the panels with advertisement displays.

**f) Exception to Exclusivity:**

- i)** DMRC has provided contract for operation, regular cleaning & maintenance of toilet blocks with continuous serviceability round the clock and also for cycle stands along with advertisement rights (for area not exceeding 15 Sqm at each facility/ Metro station) on the toilet blocks/ cycle stand to the contractor.
- ii)** DMRC has provided contracts for water ATMs where in water is made available to commuters along with advertisement rights (for area not exceeding 02 sqm. at each facility/Metro station) on the water ATMs.
- iii)** DMRC provides contract for providing dual display digital media signage / DMRC messages at ticket counters (TOM, CCC, TVM, etc.) through LED, video wall, etc, wherein advertisement rights shall be provided to the contractor on this digital media on time sharing basis, whereby contractor would get time slot for advertisement on these digital media along with display of DMRC signage, information, messages, etc. These digital media would be licensed for an area not exceeding 10 sqm at inside each metro station. And, successful bidder for the

advertisement rights inside selected stations metro stations will also be eligible to bid with contract for DDIS.

- iv) DMRC may nominate some of the locations / stations of DMRC network for providing Art / Exhibition / event corner, wherein DMRC would be utilizing a defined location at the station for displaying exhibits, artwork, etc, without any commercial consideration to the licensee.
- v) DMRC may install/ create any new inventory, panels, etc. for its partners, etc. without any commercial exploitation from the same which may be for displaying artwork/ exhibition corner, other exhibits without any commercial consideration to the Licensee.
- vi) The licensee shall not be provided rights for advertising through wi-fi, mobile/radio signals on advertisement media not installed/ owned by them, viz, mobile, tablet, etc. of commuters', DMRC staff, etc.
- vii) DMRC has provided/intends to provide spaces inside Metro stations for display of Art work, handicrafts portraits, promotion of Heritage, Art & Culture, etc. The licensee shall be at liberty to identify other available spaces inside these stations after excluding the spaces identified for display of these activities.
- viii) **Co-branding Rights:** DMRC may provide Co-Branding Rights at selected Metro stations wherein the selected licensee would be allowed to prefix/ suffix as applicable the brand name of approved brand with the existing name of the station, along with up to 10 Sqm of branding space (both inside as well outside) on civil structure of the station.
- ix) DMRC has provided/intends to provide spaces inside Metro stations for display of handicrafts portraits, promotion of Heritage, Art & Culture, etc. The licensee shall be at liberty to identify other available spaces outside these stations after excluding the space for display of these activities.
- x) DMRC shall not normally interfere with the approved/installed advertisement display of the licensee.

### **3.10 Additional Area:**

If the licensee is desirous of taking up additional new panels inside Metro station on this line, if any, other than those listed in Annexure-I, may also be considered by DMRC for the licensee for exclusive advertisement rights and DMRC's decision in this regard shall be final and binding. The Licensee shall submit advertisement plan of the additional area for approval of DMRC once in a quarter only and in a lot of 25 Sqm of display area per quarter. In case additional area is taken up, it shall be charged from the date of handing over of such additional area. Additional area shall be charged on pro-rata basis & shall be charged for a minimum period of 90 days irrespective of the fact that it is utilized or not and the license period for such additional area shall be co-terminus with the original license period. No fitment period shall be given for any additional space so provided at existing station. Fitment Period shall be applicable only for new Metro stations.

### **3.11 Surrender of Additional Area:**

If the Licensee is desirous of surrendering additional advertisement area over and above minimum chargeable area as mentioned in Annexure-I, the licensee shall submit the plan for withdrawal of advertisement area. Such plans of surrendering advertisement area at any location/site shall be submitted at a frequency not more than once in a quarter and in one lot of minimum variation of 25 sqm of display area per quarter. The License fees for the reduced area shall be calculated from the actual date of removal of such advertisement media. Reduction in license fee shall be done consequent to certification from the Concerned Station Manager or their authorized representative. This is subject to minimum chargeable period as per clause no 3.10.

**3.12** The Licensee shall submit details along with contact numbers of their authorized representative(s) who shall be available at a short notice for inspection of advertisement spaces including measurement of area. In the absence of licensee's representative, inspection shall be done by DMRC official(s) and it shall be final and binding to the Licensee. If during inspection, the area of advertisement space is found to be at unapproved location or more than the approved area, it shall be treated as unauthorized occupancy. The license fee of such unauthorized occupancy shall be charged at double the rate of applicable license fee from the first day of that quarter or from the date of previous inspection in which the space was found as per approved plan, whichever is earlier and shall be charged till a vacation certificate of that unauthorized occupancy from the Concerned Station Manager or their authorized representative is submitted to DMRC or the unauthorized space is approved from the DMRC, whichever is earlier.

**3.13** Licensee shall submit the monthly statement to Property Business wing of DMRC of approved area as well as actual area utilized for advertisement at each station for each category, after due certification from the concerned Station Manager or their authorized representative. If the actual area utilized for advertisement at any station is found to be more than the approved area, the license fee shall be charged for actual area utilized including for unauthorized area for that rate structure at double the normal rate for whole month.

No partial surrender of advertisement spaces, below the minimum chargeable area as given in Annexure-I for each metro station inside selected Delhi Metro stations licensed under this License Agreement, shall be allowed/ permitted to the Licensee.

### **3.14 Operation & Maintenance of Licensed spaces:**

a) Licensee confirms that he/they fully understand and confirm that the panels/advertisements spaces shall, at all-time belong to DMRC, and no interest in the same shall be created by the licensee. The Licensee also agrees not to sub license, lease, sub lease or part with, partially or fully in any form, the panels/advertisement spaces.

b) The advertising rights for panels will vest with the licensee only. Any persons wishing to advertise in the above mentioned panels will have to deal directly with the licensee and DMRC will have no dealing in this regard. At no time subletting of rights for advertisement to other advertising agencies, Out of Home advertising agencies, etc. would be permissible under this Agreement. The licensee agrees voluntarily and unequivocally to place DMRC messages at their own cost in the panels which lie vacant and not commercialized at any time after the fitment period of 75 days from date of handover.

- c) All the advertising panels shall belong exclusively to DMRC Ltd. at all times. No permanent interests or lien of whatever nature is allowed to be created on the advertising spaces and the advertising panels fabricated installed and commissioned.
- d) The Licensee will not ask for any claim or seek any compensation from DMRC if advertisements are not permitted due to court order/local laws/civil authorities. The maintenance of all advertisement inserts and the panels handed over will be borne solely by the licensee. The replacement of bulbs, electrical chokes, other electrical parts and also other components of all advertisement panels will be done as per directions and standards specified by the authorized representative of DMRC Ltd.
- e) The licensee agrees to pay and will continue to pay the license fees and all dues, even if any or all the panels are not functional or has/have been dismantled for repair or upkeep etc. The Licensee Agrees that in the event of such dysfunction of the panels, the licensor will not be liable to pay any compensation to the licensee
- f) If any approvals are required to be taken from any local/municipal authority for display of advertisement, the licensee is solely responsible for their arrangements. If any, fine/penalty is imposed on DMRC (Licensor) due to non-availability of any such approval(s), the same shall be recovered from the Security Deposit of the Licensee and licensee shall reimburse the Security Deposit to that extant within 15 days of such debit by DMRC.
- g) The licensee will have to maintain all the advertisement inserts in proper, neat and clean condition for the currency of the contract. The advertising media should be of fire retardant low smoke/zero halogen material and of international standards. The Licensee must submit the media sample for DMRC's approval to the office of the General Manager/Property Business before using the same. DMRC reserves the right not to give such permission.
- h) The Licensee fully understands and comprehend that all panels constructed/ fabricated, installed and commissioned by him/her/them will become the sole property of DMRC at the end of the license period.
- i) The licensee should at all times indicate the date till which their license is valid on each of their advertisements displayed.
- j) All terms and conditions indicated in this agreement will also be applicable for the additional panels/spaces offered and accepted by the licensee.
- k) Licensee shall keep and maintain the advertisement media/panel, etc., in safe and sound manner during all the time of contract period. Any defective, weak or corroded structure should be replaced immediately with new proper structure after due certification from reputed agency/DMRC to ensure safety of DMRC commuters.
- l) Licensee shall ensure that all electrical wiring, power outlets and gadgets used are maintained properly, guarded against short circuits/ fires. The instructions of DMRC's electrical inspectors/ authorized representative shall be complied by the licensee at its own cost. The Licensee shall make provision for TOD Energy Meter.
- m) In case of accident caused due to negligence of the Licensee resulting into injury/ death to DMRC employees/ other users/ any person or loss to DMRC property, Licensee shall

compensate the loss(es), without prejudice to other actions under this Agreement at the sole discretion of DMRC, including termination of Agreement.

- n) The Licensee voluntarily and unequivocally agrees not to seek any claims, damages, compensation or any other consideration whatsoever because of implementing the instruction issued by DMRC fire officer, electrical inspector, Security officer or their authorized representatives from time to time.
- o) Licensee and its employees or other persons involved in the execution of the work shall not, in any way, impinge on the safety and security of Metro operations, passenger safety, safety of metro properties and its assets.
- p) The Licensee shall comply with the laws of land including Court judgments/ court orders/Delhi Pollution Control Board and Delhi Fire Service guidelines and/or other government regulatory bodies, regulating the advertisements/ displays and DMRC can't be held liable for any change/modification in these laws which adversely affects this tender and the licensee voluntarily and unequivocally agrees not to seek any claim, damages, compensation or any other consideration whatsoever on this account.
- q) **Penalty Clauses:** Further, DMRC can impose the fine on Licensee up to Rs. 5,000/- per offence per instance on the following offenses: -

i)	Any staff of Licensee found in drunken condition/ indulging in bad conduct.
ii)	Any staff of the Licensee found creating nuisance.
iii)	Improper maintenance & defacement of the Metro Property.
iv)	Dishonor of Cheques and Drafts submitted by Licensee to DMRC. Cheques will be accepted only in emergent conditions & with the approval of DMRC by official not below the rank of HOD.
v)	Misbehavior with staff and commuters of DMRC.
vi)	Not following safety and security norms as may be indicated by authorized representative of DMRC.
vii)	Utilizing advertisements at locations other than that approved by DMRC.
viii)	Non submission of monthly statement of approved plan and actual utilized area of advertisement at each station.
ix)	Vacant panels i.e. without mounted display/ advertisement/ filler/ display of DMRC at any time after completion of fitment period.

- r) The option to impose fine, penalty, etc. under this License Agreement shall be exercised by DMRC official not below the rank of Dy.HOD.

### 3.15 Factors Governing Selection of Permissible Advertisements:

The Licensee shall take into account the following aspects while selecting advertisements on the panels and abide by all the instruction of the authorized DMRC representative on the same:

- a) The advertisement is prohibited from carrying information or graphic or other items relating to alcohol and tobacco products.

- b) The advertisement will have no objectionable and indecent portrays of people, products or any terms.
- c) The use of DMRC name, logo or title without prior written permission is strictly prohibited. No co-branding with the Licensor is allowed, without prior permission.
- d) No Surrogate advertisements are permitted unless application for placement of the same is accompanied by "no objection certificate" from the Ministry of Information and Broadcasting.
- e) Advertisements pertaining to achievements by different Governments, their Departments, Ministries, Government Undertakings, other Authorities or Political Parties shall be permitted. However, no advertisement of any political party, person violating "Model Code of Conduct" shall be allowed during the period whereby "Model Code of Conduct" has been enforced by Election Commission. Further, no advertisement which violates "Model Code of Conduct" shall be permitted during the period whereby "Model Code of Conduct" have been enforced by Election Commission.
- f) Station naming and Co-branding shall not be allowed.
- g) Any type of audio advertisement including by digital media shall not be allowed.
- h) No political advertisement shall be displayed/ pasted at the space provided on lease for commercial advertisement during the period of Modal code of conduct. If there is any political advertisement in the provided space, the same shall be removed immediately on enforcement of the Modal code of Conduct. It should be ensured that all political parties and candidates get equitable opportunity to have access to such advertisement spaces for election related advertisement during election period and such spaces should not be dominated/monopolised by any particular party(ies) or candidate(s). Fair and equal opportunity has to be given to all parties/candidates.
- i) All advertisement creative must be approved by DMRC before display in Metro premises.
- j) No audio advertisement of any kind shall be permitted.

### **3.16 Negative list of Advertisements:**

The licensee shall take into account that the following types of advertisements are strictly prohibited:

- a) Nudity
- b) Racial advertisements or advertisements propagating caste, community or ethnic differences.
- c) Advertisements of drugs, alcohol, cigarette, or tobacco items.
- d) Advertisement propagating exploitation of women or child.
- e) Advertisements having sexual overtone.
- f) Advertisements depicting cruelty to animals.
- g) Advertisements depicting any nation or institution in poor light.
- h) Advertisements banned by the Advertising Council of India or by Law.
- i) Advertisements glorifying violence.



- j) Advertisements of destructive devices and explosives depicting items, weapons and related items.
- k) Lottery tickets, sweepstakes entries and slot machines related advertisements.
- l) Advertisements which may be obscene or contain pornography or contain an “indecent representation of women”.
- m) Advertisements which may be defamatory, trade libelous, unlawfully threatening or unlawfully harassing

### **3.17 Minimum Material Specifications:-**

Licensee shall provide advertisement media/ panels/ fixtures conforming to international standards of high quality advertising comparable to Airports and Metro of leading nations. Advertisement panels shall be provided by the Licensee conforming to the following minimum specifications or its equivalent:

- a) Frame work –SS 304
- b) Backing sheet of G.I.
- c) Internal cables of Fire Retardant Low Smoke type (FRLS) for Elevated & (FRLSZH) for U/G as specified in Electrical Procedure Order.
- d) TL tubes for back lighting/illumination with electronic ballast.
- e) Polycarbonate sheet as cover of GE make or equivalent.
- f) Advertising media to be made from Fire Retardant, Low Smoke & Zero Halogen material.
- g) For elevated stations frame finishes of Aluminum is also permissible.
- h) In order to have energy conservation, LED or any other energy saving devices conforming to BEE standards should be used at the advertisement sites. For existing sites, the conservation of energy saving devices may also be carried out.
- i) The advertising media should be of fire retardant, low smoke and comply with all Indian and International Standards.

**ARTICLE-4**  
**RIGHTS AND OBLIGATIONS**

**4.1 Licensee's Obligations:**

The Licensee's Responsibilities and Duties shall include the following, in addition to and without prejudice to other obligations under this Agreement:

- a) to obtain due permits, necessary approvals, clearances and sanctions from the competent authorities for all activities or infrastructure facilities
- b) to operate and maintain the Licensed Area at all times in conformity with this License Agreement;
- c) to ensure that no structural damage is caused to the existing buildings and other permanent structures at the station as a result of their activities or any of its agents, contractors, sub-Licensee, etc.;
- d) to take all reasonable steps to protect the environment (both on and off the Licensed Space) and to limit damage and nuisance to people and property resulting from construction and operations, within guidelines specified as per Applicable Laws and Applicable Permits;
- e) to duly supervise, monitor and control the activities of contractors, sub-licensees, agents, etc., if any, under their respective License Agreements as may be necessary;
- f) to take all responsible precautions for the prevention of accidents on or about the site and provide all reasonable assistance and emergency medical aid to accident victims;
- g) not to permit any person, claiming through or under the Licensee, to create or place any encumbrance or security interest over whole or any part of the Licensed Space or its assets, or on any rights of the Licensee therein or under this Agreement, save and except as expressly permitted in this Agreement;
- h) to keep the Licensed Space free from all unnecessary obstruction during execution of works and store the equipment or surplus materials, dispose of such equipment or surplus materials in a manner that causes least inconvenience to the Metro station, Commuters or DMRC's activities;
- i) at all times, to afford access to the Licensed Space to the authorised representatives of DMRC, other persons duly authorised by any Governmental Agency having jurisdiction over the business at Licensed Space, to inspect the Licensed Space and to investigate any matter within their authority and upon reasonable notice;
- j) to comply with the divestment requirements and hand over the Licensed space to DMRC upon Termination of the Agreement;
- k) to ensure that no foul/ unpleasant smell shall spread out from the premises of the licensee;
- l) To ensure that its equipment does not interfere with the function of DMRC's equipment installed at the station. The Licensee is advised to obtain prior written consent from DMRC

for installing such equipment. However, DMRC reserves the right to refuse installation of the equipment if it is of the opinion that the Licensees equipment shall interfere with the station installations.

- 4.2** The Licensee shall be solely and primarily responsible to DMRC for observance of all the provisions of this License Agreement on behalf of its employees and representatives and any person acting under or for and on behalf of the Licensee; contractor (s) appointed for the Licensed Space as fully as if they were the acts or defaults of the Licensee, its agents or employees.
- 4.3** The Licensee shall comply with all rules and regulations under the Metro Railways (Operations and Maintenance) Act 2002 & amendments thereto.
- 4.4** No lease/ tenancy/sub-tenancy is being created by DMRC in favour of Licensee under or in pursuance of this Agreement and it is distinctly & clearly understood, agreed and declared by/ between the parties hereto that:
- a)** The Licensee shall not have or claim any interest in the licensed space as a lessee/ tenant/sub-tenant or otherwise.
  - b)** The rights, which Licensee shall have in relation to the said premises, are only those set out in this Agreement.
  - c)** The relationship between DMRC and Licensee under and/or in pursuance of this Agreement is as between Principal and Principal. Consequently, neither party shall be entitled to represent the other and/or make any commitment on behalf of and/ or with traders or any other party. Furthermore, no relationship in the nature of Partnership or Association of persons is hereby being created or intended to be created between DMRC on the one hand and Licensee on the other hand in connection with and/or relating business to be operated by Licensee at the said premises.

**ARTICLE-5**  
**INDEMNITY AND INSURANCE**

- 5.1** The Licensee hereby undertakes to indemnify and hold DMRC/Municipal Corporations of Delhi harmless against all costs, damages, liabilities, expenses arising out of any third party claims relating to non-completion of the Fit-out; quality of the Fit-out and the construction/ construction activities.
- 5.2** The Licensee hereby undertakes to indemnify DMRC/Municipal Corporations of Delhi against all losses and claims in respect of death or injury to any person or loss or damage to any property which may arise out of or in consequence of the execution and completion of works and remedying defects therein and against all claims, proceedings, damages, costs charges and expenses whatsoever in respect thereof or in relation thereto.
- 5.3** The Licensee hereby undertakes that DMRC/Municipal Corporations of Delhi shall not be liable for or in respect of any damages or compensation payable to any workman or other person in the employment of Licensee or any of their contractors/ sub-contractors/sub-Licensees. The Licensee shall indemnify and keep indemnified DMRC/Municipal Corporations of Delhi against all such damages and compensation; all claims proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto.
- 5.4** The licensee must strictly comply with all the provisions of The EPF Act 1952, The ESI Act, Minimum Wages Act 1948, Labour Laws & regulation in force including but not limited to the Contract Labour (Regulation & Abolition) Act-1976 including any subsequent amendment thereof and the rules made there under as per prevalent Government orders and ensure timely payment under these Acts. Failure to comply these acts shall attract penalty as per provisions. Licensee shall indemnify DMRC/Municipal Corporations of Delhi Administration for any loss and damages suffered due to violation of its provision.
- 5.5** The Licensee hereby indemnifies DMRC/Municipal Corporations of Delhi against any loss, damage or liabilities arising because of any act of omission or commission on part of Licensee or on part of its personnel or in respect of non-observance of any statutory requirements or legal dues of any nature.
- 5.6** The Licensee hereby undertakes to discharge all statutory obligations and liabilities in connection with employment of its personnel in the said premises. Licensee hereby indemnifies DMRC/Municipal Corporations of Delhi against any liability arising in connection with the employment of its personnel in the said premises of Licensor. Licensee hereby undertakes to carry out police verification of its employees and submit its copy to DMRC in accordance with its extant policies.
- 5.7** The Licensee shall indemnify DMRC/Municipal Corporations of Delhi from any claims that may arise from the statutory authorities against any statutory taxes, statutory dues, local levies, etc. in connection with this License.
- 5.8** The Licensee shall indemnify DMRC/Municipal Corporations of Delhi from any serious accident caused due to negligence of the Licensee, resulting in injury, death to commuters or DMRC employees or loss to DMRC property during the currency of license agreement.
- 5.9** The Licensee shall be liable for and shall indemnify, protect, defend and hold harmless DMRC, DMRC's officers, employees and agents from and against any and all demands, claims, suits and causes of action and any and all liability, costs, expenses, settlements and judgments arising out

of the failure of the Licensee to discharge its obligations under this clause and to comply with the provisions of Applicable laws and Applicable Permits.

- 5.10** The Licensee shall indemnify and keep indemnified DMRC for any losses/ penalties on this account levied by any Judicial/ Statutory Authorities/ Courts on Licensee.
- 5.11 Insurance and Waiver of Liability:** The Licensee shall bear the cost, throughout the term of the License, for a comprehensive general liability insurance covering injury to or death of any person(s) while working in DMRC premises, including death or injury caused by the negligence of the Licensee or the Licensee's failure to perform its obligations under the agreement. Upon DMRC's request, the Licensee shall submit to DMRC, suitable evidence that the foregoing policy or policies are in effect. In the event of the default i.e. avoiding the insurance cover, the Licensee agrees and undertakes to indemnify and hold the licensor harmless against all liabilities, losses, damages, claims, expenses suffered by the licensor as a result of such default by the Licensee.

**ARTICLE-6**  
**FORCE MAJEURE**

- 6.1** In case of Force Majeure Events neither DMRC nor Licensee shall be liable for any inability to fulfill their commitments and obligations hereunder occasioned in whole or in part. Any of the following events resulting in total block up of business/adverse material effect from the licensed space shall constitute Force Majeure Event:
- a) Earthquake, Flood, Inundation, Landslide.
  - b) Storm, Tempest, Hurricane, Cyclone, Lighting, Thunder or other extreme atmospheric disturbances.
  - c) Fire caused by reasons not attributable to the Licensee.
  - d) Acts of terrorism
  - e) War, hostilities (Whether war be declared or not), invasion, act of foreign enemy, rebellion, riots, weapon conflict or military action or civil war.
  - f) Strikes or boycotts, other than those involving the Licensee, its contractors, or their employees, agents etc.
  - g) Any other similar things beyond the control of the party, except court order/ court judgment/action of civic authorities.
- 6.2** Such Force Majeure occurrence shall be notified to the other party within 15 days of such occurrence. If such Force Majeure continues for a period of three months, the party notifying the force majeure condition may be entitled to, though not being obliged to terminate this agreement by given a notice of seven (7) days to the other party and in such a case this Interest Free Security Deposit/ Performance Security shall be refunded by DMRC to the Licensee after adjustment of outstanding dues, if any.

**ARTICLE-7**  
**BREACHES/SURRENDER/TERMINATION OF LICENSE AGREEMENT**

**Surrender of License Agreement:**

- 7.1** If the Licensee is desirous to exit & surrender the license hereby created before expiry of the lock-in period of two (2) years, the License Agreement shall be deemed to be foreclosed on the date mentioned in surrender notice, subject to confirmation by DMRC. In such a case, the balance Interest Free Security Deposit/ Performance Security shall be forfeited in favour of DMRC after adjustment of outstanding dues, if any, payable to DMRC. No grace period shall be provided to licensee in such a case. DMRC may also recover the balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Security, from the other contracts of licensee in DMRC. Balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Security, shall be also recoverable from the licensee before licensee is permitted to remove their establishment(s) or else DMRC will seize their property at Zero/Nil Value. DMRC shall be free to dispose-off the said property/ goods in whatsoever manner as it deems fit. Licensee shall have no claim for compensation or consideration/ damages in this regard.
- 7.2** The Licensee shall have an option to surrender & exit from the License Agreement immediately after completion of lock-in period of two (2) years. For this, the licensee shall give 180 days prior intimation to DMRC which may be given before completion of defined lock-in period. (In case lock-in period is of two (2) years, prior intimation can be given after 1½ years. However, option to exit will be available only after two (2) years. In such a case, balance Interest Free Security Deposit/ Performance Security of the Licensee shall be refunded after adjusting the outstanding dues, if any, payable on the part of Licensee. DMRC may also recover the balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Security, from the other contracts of licensee in DMRC. Balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Security, shall also be recoverable from the licensee before licensee is permitted to remove their establishment(s) or else DMRC will seize their property at Zero/Nil value. DMRC shall be free to dispose-off the said property/ goods in whatsoever manner as it deems fit. Licensee shall have no claim for compensation or consideration/ damages in this regard.
- 7.3** If the Licensee is desirous of terminating the license after expiry of lock-in period of two (2) years but without serving any prior intimation period or shorter intimation period than 180 days, the agreement shall be deemed to be terminated on completion of such short/ improper intimation period. In such cases, the Interest Free Security Deposit/ Performance Security shall be refunded to the Licensee after adjustment of license fee for period shorter than 180 days (notice period) and outstanding dues, if any. DMRC may also recover the balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Security, from the other contracts of licensee in DMRC. Balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Security, shall also be recoverable from the licensee before licensee is permitted to remove their establishment(s) or else DMRC will seize their property at Zero/Nil value. DMRC shall be free to dispose-off the said property/ goods in whatsoever manner as it deems fit. Licensee shall have no claim for compensation or consideration/ damages in this regard.
- 7.4** In case of successful completion of the full term of the License period i.e. nine (9) years from commencement date of License Agreement, in such a case, balance Interest Free Security Deposit/Performance Security of the Licensee shall be refunded after adjusting the outstanding dues. Balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Security, shall be recoverable from the licensee before licensee is permitted to remove their establishment(s) or else DMRC will seize their property at Zero/Nil value & dispose-off the same in any manner as deemed fit. Licensee shall have no claim for compensation/ damages etc. in this

regard. DMRC may also recover the balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Security, from the other contracts of licensee in DMRC.

### **Breach of License Agreement/Licensee's Events of Default**

**7.5** Following shall be considered as Material Breach of the License Agreement by Licensee resulting in Licensee's Events of Default:

- a)** If the Licensee has failed to perform or discharge any of its obligations in accordance with the provisions of License Agreement, unless such event has occurred because of a Force Majeure Event, or due to reasons solely attributable to DMRC without any contributory factor of the Licensee.
- b)** If the Licensee fails to pay License Fee, utility charges, penalty or Damage herein specified or any other due payable by the Licensee to DMRC by the stipulated date.
- c)** If the Licensee makes any of the following changes in Ownership:
  - i)** Any change in percentage stake of JV/Consortium by the members of the License Agreement without prior written permission of DMRC.
  - ii)** Dilution of stake of Lead Member in the JV/Consortium below 51% at any time during the License Period.
  - iii)** Dilution of stake of any consortium member in JV/ Consortium below 15% during the license period.
- d)** If the Licensee during pendency of the License Agreement becomes insolvent or is put under receivership by a competent court.
- e)** If the Licensee is in persistent non-compliance of the written instructions of a DMRC officials.
- f)** If the Licensee or any of its representatives cause an incident or accident that results in injury or death to DMRC employees/ commuters or loss to DMRC property.
- g)** If the Licensee is in violation of any of the other Clauses of License Agreement and after two written notices (unless otherwise specifically mentioned therein) from DMRC, fails to cure the Default to the satisfaction of DMRC.
- h)** If any representation made or warranties given by the Licensee under this Agreement is found to be false or misleading.
- i)** If the Licensee engaging or knowingly has allowed any of its employees, agents, or sub-Licensee to engage in any activity prohibited by law or which constitutes a breach of or an offence under any law, in the course of any activity undertaken pursuant to this Agreement.
- j)** If the Licensee has created any encumbrance, charges or lien in favour of any person or agency, over the Licensed Space except expressly permitted under this Agreement.
- k)** If a resolution for voluntary winding up has been passed by the shareholders of the Licensee.



- l) If any petition for winding up of the Licensee has been admitted and liquidator or provisional liquidator has been appointed or the Licensee has been ordered to wind up by Court of competent jurisdiction, except for the purpose of amalgamation or reconstruction with the prior consent of DMRC, provided that, as part of such amalgamation or reconstruction and the amalgamated or reconstructed entity has unconditionally assumed all surviving obligations of the Licensee under this Agreement.
- m) If the Licensee has abandoned the Licensed Space.
- n) If the licensee violates banned usage as per list given in Annexure-II.

#### **Termination of License Agreement by DMRC**

- 7.6** Provided that in the event of application of clauses 7.5 (a) and (b) above, DMRC shall give to the Licensee 15 days' time to cure the default and in the event the Licensee rectifies the default to the satisfaction of the DMRC within the cure period, the event shall not be considered as a Licensee Event of Default. However, in the event of application of Clause No. 7.5 (c) to (n), DMRC may terminate the licensee agreement with immediate effect.
- 7.7** If the Licensee failing to cure the default within 15 days it shall constitute Material Breach of Contract under this Agreement. It shall entitle DMRC to disconnect all utilities provided to the Licensee and to terminate license agreement. No representation of licensee shall be entertained after the expiry of cure period.
- 7.8 Termination on Operational Ground:**  
DMRC reserves the right to terminate the License Agreement on operational ground by giving three months' notice. The License agreement shall stand terminated after expiry of three months' notice and the Interest Free Security Deposit/Performance Security shall be refunded after adjusting outstanding dues. The Licensee voluntarily agrees not to seek any claim, compensation, damages or any other consideration whatsoever on any ground in this regard.
- 7.9 Termination due to Force Majeure conditions:** The License Agreement may be terminated for Force Majeure Reasons as specified in ARTICLE-6.

#### **Other Terms & Conditions:**

- 7.10** Upon termination/ completion/ surrender of License Agreement:
  - a) All sub-licenses/ third party agreements, if permitted & applicable, entered by the Licensee, shall stand terminated with immediate effect ;
  - b) In case of termination of agreement on account of Licensee's Events of Default, the balance Interest Free Security Deposit/ Performance Security shall be forfeited in favor of DMRC after adjustment of outstanding dues, if any, payable to DMRC. Balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Security, shall also be recoverable from the licensee before licensee is permitted to remove their establishment(s) or else DMRC will seize their property at Zero/Nil value & dispose-off the same in any manner as deemed fit. Licensee shall have no claim for compensation/ damages etc. in this regard. DMRC may also recover the balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Security, from the other contracts of licensee in DMRC.

- c) All utilities shall be disconnected with immediate effect, unless otherwise specified elsewhere, and
- d) The Licensee shall vacate the premises within 30 days after date of issue of termination notice.

- 7.11** Upon termination of the license agreement, the Licensee shall handover the vacant possession of premises to the Station-in-charge or their authorized representative within 30 days from the date of termination of License Agreement, after removal of media, fixtures, panels, etc. installed by the Licensee at its own cost, without causing damage to DMRC structures. The Licensee agrees voluntarily and un-equivocally not to seek any claim, damages, compensation or any other consideration whatsoever on this account. If the premise is not handed over in good condition as required under this clause, DMRC reserves the right to deduct/ recover damages/ charges.
- 7.12** If, the Licensee fails to vacate the licensed space/premises within the grace period, penalty of twice the prevalent monthly Licensee Fee shall be chargeable for occupation for and beyond this 30 day period. Apart from this, such violation shall empower DMRC to dispose-off the property & goods from the premises. And after lapse of this 30 days grace period, DMRC shall take over the goods/property treating at NIL value, even if it is under lock & key; and shall be free to dispose-off the property in whatsoever manner as it deems fit. Licensee shall have no claim for compensation or consideration/damages after completion of grace period. If, licensee fails to pay the penalty, applicable in case of non-vacation of premises, the same shall be adjusted from the Interest Free Security Deposit/Performance Security available with DMRC. No grace period shall be provided to licensee, if licensee surrenders the contract within the lock-in period of two (2) years.
- 7.13** After vacating the premises, the Licensee shall submit a vacation certificate issued by the Manager/ Assistant Manager (Property Business) or its authorized representative as a proof of Licensee having vacated the site. Licensee's statement regarding vacation, without a vacation certificate issued, shall not be accepted.
- 7.14** The termination of this Agreement shall not relieve either party from its obligation to pay any sums then owing to the other party nor from the obligation to perform or discharge any liability that had been incurred prior thereto. The Licensee shall be liable to pay all dues outstanding to DMRC including electricity, chiller and other utility charges under this agreement without prejudice to rights and remedies applicable under the law. The final settlement of dues shall take place after submission of vacation certificate from the Station in-charge or his/her authorized representative subsequent to termination of License Agreement.
- 7.15** **Rights of DMRC on Termination:** DMRC shall not have any obligation whatsoever including but not limited to obligations as to compensation for loss of employment, continuance or regularization of employment, absorption or re-employment on any ground, in relation to any person in the employment of or engaged by the Licensee in connection with the Licensed space.
- 7.16** On termination of Agreement, DMRC shall have rights to re-market/re-tender and or to seal/ lock the Licensed Space.

**ARTICLE-8**  
**DISPUTE RESOLUTION**

**8.1 Amicable Resolution**

**8.1.1 No legal action till Dispute Settlement Procedure is exhausted.**

Any and all Disputes shall be settled in accordance with the provisions of Article 8. No action at law concerning or arising out of any Dispute shall be commenced unless and until all applicable Dispute resolution procedures set out in Article 8 shall have been finally exhausted in relation to that Dispute or any Dispute out of which that Dispute shall have arisen with which it may be or may have been connected.

**8.1.2 Notice of Dispute**

For the purpose of Sub-Clause 8.1.2, 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 provided that no such notice shall be served later than 28 days after the final settlement of the contract after termination/surrender/completion of contract as advised/intimated by DMRC to the Lessee.

**8.1.3 Two Stages for Dispute Resolution**

Disputes shall be settled through two stages:

- a) Conciliation procedures as established by "The Arbitration and Conciliation Act-1996" & amended by the Arbitration & Conciliation ( Amendment ) Act, 2015 and any statutory modification or re-enactment thereof and in accordance with this Clause. In the event this procedure fails to resolve the Dispute then;
- b) Arbitration procedures undertaken as provided by "The Arbitration and Conciliation Act - 1996" & amended by the Arbitration & Conciliation (Amendment) Act, 2015 and any statutory modification or re-enactment thereof and in accordance with this Clause.

**8.1.4 Conciliation**

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.

The Conciliation shall be undertaken by one Conciliator selected from a panel of Conciliators maintained by the DMRC. The Conciliator shall assist the parties to reach an amicable settlement in an independent and impartial manner.

**8.1.5 Conciliation Procedure**

- a) The 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 licensee who shall choose one of them to act as Conciliator and conduct conciliation proceedings in accordance with "The Arbitration and Conciliation Act, 1996" of India & amended by the Arbitration & Conciliation (Amendment ) Act, 2015 and any statutory modification or re-enactment thereof.

There will be no objection if conciliator so nominated is a serving employee of DMRC who would be Deputy HOD level officer and above.

The DMRC and the licensee shall in good faith co-operate with the Conciliator and, in particular, shall endeavor to comply with requests by the Conciliator to submit written materials, provide evidence and attend meetings.

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 the 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. 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.

#### **8.1.6 Termination of Conciliation Proceedings**

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
- c) 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 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.

#### **8.2 Arbitration**

If the efforts to resolve all or any of the disputes through conciliation fails, then such disputes or differences, whatsoever arising between the parties, arising out of touching or relating to construction/ manufacture, measuring operation or effect of the Contract or the breach thereof shall be referred to Arbitration in accordance with the following provisions:

- a) Only such dispute(s) or difference(s) in respect of which notice has been made 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.
- b) The Arbitration proceedings shall be assumed to have commenced from the day, a written and valid demand for arbitration is received by GM/PB on behalf of MD/DMRC at following address:

Office of GM/Property Business  
Delhi Metro Rail Corp. Rail Limited,  
3<sup>rd</sup> floor, A-Wing, Metro Bhawan,  
Fire Brigade Lane, Barakhamba Road  
New Delhi-110001

- c) The disputes so referred to arbitration shall be settled in accordance with the Indian Arbitration & Conciliation Act, 1996 & amended by the Arbitration & Conciliation (Amendment) Act, 2015 and any statutory modification or re-enactment thereof.

Further, it is agreed between the parties as under:

**8.2.1** Number of Arbitrators: The arbitral tribunal shall consist of:

- i) Sole Arbitrator in cases where the total value of all claims in question added together does not exceed Rs. 2.00 crores;
- ii) 3 (Three) arbitrators in all other cases.

**8.2.2 Procedure for Appointment of Arbitrators: The arbitrators shall be appointed as per following procedure:**

- i) In case of Sole Arbitrator: Within 60 days from the day when a written and valid demand for arbitration is received by CE/Contract on behalf of MD/DMRC, the DMRC will forward a panel of 03 names to the licensee. The licensee 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 the DMRC. In case the licensee fails to choose one Arbitrator within 30 days of dispatch of the request of the DMRC then MD/DMRC shall appoint anyone Arbitrator from the panel of 03 Arbitrator as sole Arbitrator.
- ii) In case of 3 Arbitrators:
  - a) Within 60 days from the day when a written and valid demand for Arbitration is received by GM/PB on behalf of MD/DMRC, the DMRC will forward a panel of 5 names to the licensee. The licensee 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 DMRC.
  - b) 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 licensee within 30 days from the receipt of the consent for one name of the Arbitrator from the licensee. In case the licensee fails to give his consent within 30 days of dispatch of the request of the DMRC then MD/DMRC shall nominate both the Arbitrators from the panel.
  - c) The third Arbitrator shall be chosen by the two Arbitrators so appointed by the parties out of the panel of 05 Arbitrators provided to licensee 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 Presiding Arbitrator. In case of failure of the two appointed Arbitrators to reach upon consensus within a period of 30 days from their appointment, then, upon the request of either or both parties, the Presiding Arbitrator shall be appointed by the Managing Director / DMRC, New Delhi.
  - d) 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 (ii)(c) 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).
  - e) The 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 licensee.

**8.2.3 Qualification and Experience of Arbitrators (to be appointed as per sub-clause 8.2.2 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 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 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.

- 8.2.4 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 having due regard to the delay in making it.
- 8.2.5 Neither party shall be limited in the proceedings before such arbitrator(s) to the evidence or arguments put before the GM/PB for the purpose of obtaining his decision. No decision given by the GM/PB in accordance with the foregoing provisions shall disqualify him from being called as a witness and giving evidence before the arbitrator(s) on any matter, whatsoever, relevant to dispute or difference referred to arbitrator/s. 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.
- 8.2.6 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, 2015 or as amended up to date.
- 8.2.7 If the licensee (s) does/do not prefer his/their specific and final claims in writing, within a period of 28 days of receiving the intimation from the DMRC about the final settlement of the contract on termination/surrender/completion of contract, he/they will be deemed to have waived his/their claim(s) and the DMRC shall be discharged and released of all liabilities under the contract in respect of these claims.
- 8.2.8 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.
- 8.2.9 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.
- 8.2.10 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. In the absence of such a majority, the views of the Presiding Arbitrator shall prevail.
- 8.2.11 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 60 days of the receipt of award.
- 8.2.12 A party may apply to tribunal within 60 days of receipt of award to make an additional award as to claims presented in the arbitral proceedings but omitted from the arbitral award.

### 8.3 **Interest on Arbitration Award**

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.

### 8.4 **Cost of Conciliation / Arbitration**

The fees and other charges of the Conciliator / Arbitrators shall be as per the scales fixed by the DMRC from time to time irrespective of the fact whether the Arbitrator(s) is / are appointed by the Employer or by the Court of law unless specifically directed by Hon'ble Court otherwise on

the matter, and shall be shared equally by the DMRC and the licensee. However, the expenses incurred by each party in connection with the preparation, presentation will be borne by itself.

#### 8.5 Jurisdiction of Courts

Where recourse to a Court is to be made in respect of any matter, the court at Delhi/ New Delhi shall have the exclusive jurisdiction to try all disputes between the parties.

#### 8.6 Suspension of Work on Account of Arbitration

During the pendency of Arbitration/Conciliation proceedings, the lessee shall continue to perform and make due payments due to DMRC as per Lease Agreement.

Encl: Schedule D

### SCHEDULE D

#### Fee of the External Arbitrators Dealing with Arbitration Cases

Sr. No.	Description	Maximum amount payable per External Arbitrator, per case	
		Sum in Dispute*	Model Fee
1.	Arbitration Fee	Refer section 11(14)- The fourth schedule of "The Arbitration and Conciliation (Amendment) Act, 2015"	
		Up to Rs. 5.00 lakh	Rs. 45,000
		Above 5.00 lakh and up to Rs. 20.00 lakh	Rs. 45,000 plus 3.5% of the claim amount over and above Rs. 5.00 lakh
		Above Rs. 20.00 lakh and up to Rs. 1.00 crore	Rs. 97,500 plus 3% of the claim amount over and above Rs. 20.00 lakh
		Above Rs. 1.00 crore and up to Rs. 10.00 crore	Rs. 3,37,500 plus 1% of the claim amount over and above Rs. 1.00 crore
		Above Rs. 10.00 crore and up to Rs. 20.00 crore	Rs. 12,37,500 plus 0.75% of the claim amount over and above Rs. 10.00 crore
		Above 20.00 crore	Rs. 19,87,500 plus 0.5% of the claim amount over and above Rs. 20.00 crore with a ceiling of Rs. 30.00 lakh.
			* Ceiling limit of Rs. 30.00 lakh is inclusive of Rs. 19,87,500/-

		<p>* Sum in dispute mentioned above shall include any counter claim made by a party also.</p> <p>Note</p> <p>1. In the event, the arbitral tribunal is a sole arbitrator; he/she shall be entitled to an additional amount of twenty five percent on the fee payable as above.</p> <p>2. The fee shall be conveyed to Arbitrator(s) at the time of issuing the appointment letter.</p>
2.	Secretarial Assistance & incidental charges (telephone, fax, postage, etc.)	<p>Rs. 20,000/- per case, payable to sole arbitrator or presiding arbitrator only on behalf of Arbitral Tribunal, in case where Secretariat Assistant / Personal Assistant is arrange by sole Arbitrator/Arbitral Tribunal at their own</p> <p>Or</p> <p>INR 10,000/- per case, payable to sole Arbitrator or presiding Arbitrator only on behalf of Arbitral Tribunal, in cases where Secretariat Assistant/Personal Assistant is provided by DMRC on the request of sole Arbitrator / Arbitral Tribunal. In such cases, Secretariat Assistant/Personal Assistant shall be paid @ INR 1000/- per hearing/meeting held in DMRC premises based on certification by sole Arbitrator or presiding Arbitrator of Arbitral Tribunal.</p>
3.	Other Expenses (actual against bills subjected to the prescribed ceiling) applicable for the days of hearing only	
	i) Travelling Expenses	Economy Class (by Air), First Class AC (by train) and AC car (by road)
	ii) Lodging and Boarding	<p>a) Rs. 15,000/- per day (in metro cities)</p> <p>b) Rs. 7,500/- per day (in other cities)</p> <p>c) Rs. 3,000/- per day, if any arbitrator makes their own arrangements</p>
4.	Local Travel Charges	Rs. 2,000/- per day of hearing / meeting
5.	Providing facilities of hearing rooms, for arbitration hearings & secretarial assistance, etc.	Meeting Room shall be provided by DMRC, otherwise 5,000/- per day of hearing / meeting of Arbitration.

Note:-

1. The above fee is not applicable to the officers of DMRC on panel.



2. Lodging, boarding and travelling expenses shall be allowed only for those members who are residing 100 KMS. Away from place of meeting.
3. Delhi, Mumbai, Chennai, Kolkata, Bangalore and Hyderabad shall be considered as metro cities.

**SCHEDULE D (Part B)**

Fee of the External Conciliator dealing with Conciliation Cases

S. No.	Description	Maximum amount payable per External Conciliator, per case
1.	Conciliation Fee	Rs. 20,000/- per hearing (to be equally shared by both the parties) subject to a maximum of 4.00 lakh per case
2.	Reading charges/studying of documents	Rs. 20,000/- per case including counter claim, etc.
3.	Secretarial Assistance & Incidental Charges (telephone, fax, postage, etc.)	Rs. 20,000/- per case
4.	Charges for preparing & issuing of Settlement Agreement	Rs. 25,000/-
5.	Other expenses (actual against bills subject to the prescribed ceiling) applicable for the days of hearing only	
	i) Travelling Expenses	Economy Class (by Air), First Class AC (by train) and AC Car (by road)
	ii) Lodging and Boarding	a) Rs. 15,000/- per day (in metro cities) b) Rs. 7,500/- per day (in other cities) c) Rs. 3,000/- per day, if any arbitrator makes their own arrangements
6.	Local Travel Charges	Rs. 2,000/- per day of hearing / meeting
7.	Providing facilities of hearing rooms, for arbitration hearings & secretarial assistance, etc.	Meeting Room shall be provided by DMRC, otherwise 5,000/- per day of hearing / meeting of Arbitration.

**SCHEDULE D (Part C)**

## Fee Structure for Departmental (DMRC) Conciliators dealing with Conciliation Cases

S. No.	Description	Maximum amount payable per Conciliator, per case												
1.	Conciliator Fee	Rs. 5,000/- per sitting (to be equally shared by both parties) subject to ceiling as prescribed below: <table border="1" data-bbox="727 426 1458 701"> <thead> <tr> <th>S. No.</th> <th>Amount in Dispute (in INR)</th> <th>Ceiling Limit (In INR)</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>Up to 1 Crore</td> <td>Rs. 25,000/-</td> </tr> <tr> <td>2.</td> <td>1 to 10 crore</td> <td>Rs. 50,000/-</td> </tr> <tr> <td>3.</td> <td>Above 10 crore</td> <td>Rs. 75,000/-</td> </tr> </tbody> </table> <p>Note: The above fee is for hearings and includes a maximum of 3 internal meetings held at DMRC office by the Conciliators for finalization of award without the presence of the parties involved.</p>	S. No.	Amount in Dispute (in INR)	Ceiling Limit (In INR)	1.	Up to 1 Crore	Rs. 25,000/-	2.	1 to 10 crore	Rs. 50,000/-	3.	Above 10 crore	Rs. 75,000/-
S. No.	Amount in Dispute (in INR)	Ceiling Limit (In INR)												
1.	Up to 1 Crore	Rs. 25,000/-												
2.	1 to 10 crore	Rs. 50,000/-												
3.	Above 10 crore	Rs. 75,000/-												
2.	Reading Charges/Studying of Documents	Rs. 5,000/- per Conciliator per case including counter claim												
3.	Secretarial Assistance & Incidental Charges (telephone, fax, postage, messenger, etc.)	Rs. 10,000/- per case												
4.	Charges for publishing settlement agreement	Rs. 10,000/- per case												

**ARTICLE-9**  
**REPRESENTATIONS AND WARRANTIES**

- 9.1** The Licensee represents and warrants to DMRC that-
- a)** It is duly organized, validly existing and in good standing under the laws of India;
  - b)** It has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;
  - c)** It has taken all necessary corporate and other action under Applicable Laws and its constitutional documents to authorize the execution, delivery and performance of this Agreement;
  - d)** It has the financial standing and capacity to undertake the commercial utilization of Licensed Commercial spaces;
  - e)** This Agreement constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
  - f)** The execution, delivery and performance of this Agreement shall not conflict with, result in the breach of, constitute a default under or accelerate performance required by any of the terms of the Licensee Memorandum and Articles of Association or any Applicable Law or any covenant, agreement, understanding, decree or order to which the Licensee is a party or by which Licensee or any of its properties or assets are bound or affected;
  - g)** There are no actions, suits, proceedings or investigations pending or to the Licensee's knowledge threatened against the Licensee at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may constitute the Licensee Event of Default or which individually or in the aggregate may result in Material Adverse Effect;
  - h)** It has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any government authority which may result in Material Adverse Effect;
  - i)** It has complied with all applicable law and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have Material Adverse Effect;
  - j)** No representation or warranty by the Licensee contained herein or in any other document furnished by the Licensee to DMRC or to any government authority in relation to Applicable Permits contains or shall contain any untrue statement of material fact or omits or shall omit to state a material fact necessary to make such representation or warranty not misleading;
  - k)** The Licensee also acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth above and hereby confirms that DMRC shall not be liable for the same in any manner whatsoever to the Licensee.
  - l)** The Licensee shall make its own arrangements in engagement of its staff and labour and shall at no point represent to or claim that the staff, labour is being recruited for and on

behalf of DMRC. The Licensee shall at all times comply and represent to the staff and labour employed/ engaged by them the requirement for complying with Applicable Laws and applicable permits, particularly in relation to safety and environmental regulations. The licensee has to comply with rules and regulations of "Safety and Health Management Policy of DMRC enclosed as schedule-I, (attached separately).

**9.2 Obligation to notify change:** In the event that any of the representations or warranties made/ given by the Licensee ceases to be true or stands changed, it shall promptly notify DMRC of the same.

**9.3 DMRC covenants:**

- a) DMRC covenants and represents that it has good and marketable title to the said premise, free and clear of all liens, claims, mortgages or deeds of trust affecting the Licensee's possession of the Licensed Premises, Licensee's use of the premises, or the rights granted to the Licensee hereunder.
- b) DMRC covenants and represents that it has full and complete authority to enter into a license agreement under all terms, conditions and provisions set forth in the agreement, and so long as the Licensee keeps and substantially performs each and every term, provision and condition contained in the agreement, the Licensee shall peacefully and quietly enjoy the premises without hindrance or disturbance by DMRC or by any other person(s) claiming by, through or under or in trust for DMRC.
- c) On paying the License fee, Licensee hereby reserved and observing & performing the several covenants and stipulations on its part and the conditions herein contained, shall peacefully hold and enjoy the licensed space throughout the said term without any interruptions by the DMRC or by any person claiming by, through, under or in trust for DMRC.
- d) That the overall control & supervision of the premises shall remain vested with DMRC who will have the right to inspect the whole or part of the licensed premises as & when considered necessary with respect to its bonafide use and in connection with fulfillment of the other terms & conditions of the license agreement. DMRC also reserves the right to enter the demised premises to repair & replace the fixtures provided by DMRC.

## ARTICLE-10

### ELECTRICAL SPECIFICATIONS AND PROCEDURE FOR RELEASE OF ELECTRIC POWER SUPPLY

#### Electrical Specifications:

- 10.1** Electricity supply will be provided as per terms and conditions indicated in Annexure-V. The Licensee shall bear the amount of all the bills/costs for the electricity that may be consumed due to the operation of the advertisement panels/spaces allotted under this agreement. Licensee shall use energy efficient equipment. Advertiser shall follow the I.E. Rules, Acts for safety of equipment, public & Staff.
- 10.2** Rate of electricity chargeable from licensee shall be at the rate at which Electricity Company/ Distribution Company/Agency would levy on such a customer, had he obtained supply directly from Electricity Company/ Distribution Company/Agency. DERC policy and Electricity Act (as amended from time to time) shall be applicable.
- 10.3** Advertising Equipment: All fittings/ erections including electrical cabling, calibration and installation of Pre-Paid Energy Meters, electrical MDI/TOD, etc. are to be installed as per DMRC's specifications.
- 10.4** DMRC may provide electricity at the point nearest to the required location on payment of required charges as specified in Annexure-V. The Licensee may also undertake electrical works for extension of power from nominated source under DMRC supervision and complying all codal provisions & DMRC specifications. The Licensee shall follow the provisions stipulated in "Rules and Guidelines for Release of Electric Power" (Annexure-V) as amended from time to time.
- 10.5** The licensee shall make provision for TOD energy meter as per extend DERC guidelines.
- 10.6** Licensee shall pay a refundable electrical security deposit of Rs.4,500/- per KVA for sanction of electrical load as per requirement.
- 10.7** An non-refundable one time electrical supervision charges of Rs.10,000/- per energy meter + GST (as applicable) would also be paid to DMRC by the licensee.

**ARTICLE-11**  
**MISCELLANEOUS**

- 11.1** Licensee shall comply with the laws of land including Delhi Pollution Control Board guidelines, building guidelines, fire norms, and other government regulatory bodies, etc. DMRC shall not be held liable for any change/modification in these laws which adversely affect this agreement. Licensee shall have no right/ claim in this regard, whatsoever the reason may be.
- 11.2** Licensee shall bear all salaries, wages, bonuses, payroll taxes or accruals including gratuity, superannuation, pension and provident fund contributions, contributions to worker's compensations funds and employees state insurance and other taxes and charges and all fringe and employee benefits including statutory contributions in respect of such personnel employed/deployed by the Licensee. These personnel shall at no point of time be construed to be employees of DMRC and the Licensee shall be solely responsible for compliance with all labour laws which shall include all liabilities of the Provident Fund Act, ESI Act, Workmen's compensation Act, Minimum Wages Act and other Labour Welfare Acts in respect of its personnel. The Licensee shall indemnify DMRC from any claims that may arise in connection with above.
- 11.3 Employees conduct:** The Licensee shall ensure that all persons employed behave in an orderly and disciplined manner and that the said employees are prohibited from carrying on any unlawful, unfair activities or demonstrations. The Licensee shall submit the details/Bio data of personnel to whom it intends to employ/deploy for carrying out the work of media installation, within 45 days of handing over of the stations. The personnel deployed shall be decent, courteous and without any adverse or criminal background. In this connection, Licensee shall be required to furnish declaration to DMRC with respect to all their personnel deployed. Further within 45 days of issue of LOA, Licensee shall submit police verification report in respect of all its personnel (to be deployed for the work of media installation) to DMRC. All the Licensee's personnel shall be required to possess ID card issued by DMRC while working in DMRC's premises as per prevailing procedure. Access inside the stations in paid areas shall be through smart cards as per prevailing applicable charges, in addition to the valid ID cards.
- 11.4** DMRC reserves the right to put Signage of the retail outlets in the property development areas in stations/circulating areas of the station. Such signage will be restricted to the Inside/outer faces of the property development areas/circulating area for which licensee will have no claim.
- 11.5 Notices:** DMRC and Licensee voluntarily and unequivocally agrees –
- a) That any notice to be served upon DMRC shall be sufficiently served and given if delivered to-
- “General Manager/Property Business,  
3<sup>rd</sup> Floor, ‘A’ Wing, Metro Bhawan,  
Fire Bridge Lane, Barakhamba Road,  
New Delhi-110 001”**
- b) That any notice which may be required to be served upon the Licensee shall be served and given if delivery by Registered/ Speed Post/ Courier at the Address given on the First page of the License Agreement or delivered in person to the authorized representative of Licensee.
- c) That any notice or correspondence under the terms of this License shall be in writing by registered post/ Speed Post/ Courier or delivered personally. All activities including day to day management, billing, cancellation/ termination/ surrender etc. shall be carried out

from the office of the General Manager/Property Business or by their duly authorized representative.

- d) No instruction/ notice of any party if not communicated in writing, shall be entertained by the other party.

In Witness whereof the parties hereto have caused this agreement to be signed in their respective hands as of the day and year first before written.

.....-20.....

.....- 20.....

(.....)

(.....)

FOR AND ON BEHALF OF

Authorized Signatory

DELHI METRO RAIL CORPORATION

FOR AND ON BEHALF OF

LIMITED

LICENSEE

In Witness whereof the LICENSEE and the DMRC have set their hands hereunto on the day, month and year first written above ***in the presence of the following Witnesses:***

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Witness (Licensee)

-----

Witness (DMRC)

**DETAILS OF INDOOR ADVERTISING SPACES OFFERED FOR LICENSING**

**Name of Metro Stations for awarding advertising rights inside selected metro stations on  
Line-8 of DMRC Network**

<b>S/N</b>	<b>Station Name</b>	<b>Minimum chargeable Area offered (in sqm)</b>
1	Janakpuri West	84
2	Dabri Mor	84
3	Dashrathpuri	62
4	Palam	84
5	Sadar Bazar Cantonment	84
6	Vasant Vihar	84
7	Munirka	84
8	R K Puram	84
9	Hauz Khas	84
10	Chirag Delhi	84
11	Nehru Enclave	84
12	Kalkaji Mandir	42
13	Jamia Millia Islamia	84
14	Okhla Vihar	62
15	Jasola Vihar Shaheen Bagh	84
16	Kalindi Kunj	42
17	Botanical Garden	84
<b>Total Area</b>		<b>1300</b>

- Successful bidder is to be charged for the higher of the following, i.e. minimum area chargeable whether fully utilized or not or the actual utilized area.
- Jurisdiction of an advertisement site, whether falling inside station or outside, shall be decided by DMRC.
- Jurisdiction of area at Interchange station shall be decided by DMRC.

**Note:**

- The offered area is the display area of the advertising media excluding area of panels, fixtures, etc.



**Factors Governing Selection of Permissible Advertisements**

The Licensee shall take into account the following aspects while selecting advertisements on the panels and abide by all the instruction of the authorized DMRC representative on the same:

- a) The advertisement is prohibited from carrying information or graphic or other items relating to alcohol and tobacco products.
- b) The advertisement will have no objectionable and indecent portrays of people, products or any terms.
- c) The use of DMRC name, logo or title without prior written permission is strictly prohibited. No co-branding with the Licensor is allowed, without prior permission.
- d) No Surrogate advertisements are permitted unless application for placement of the same is accompanied by "no objection certificate" from the Ministry of Information and Broadcasting.
- e) Advertisements pertaining to achievements by different Governments, their Departments, Ministries, Government Undertakings, other Authorities or Political Parties shall be permitted. However, no advertisement of any political party, person violating "Model Code of Conduct" shall be allowed during the period whereby "Model Code of Conduct" has been enforced by Election Commission. Further, no advertisement which violates "Model Code of Conduct" shall be permitted during the period whereby "Model Code of Conduct" have been enforced by Election Commission.
- f) Station naming and Co-branding shall not be allowed.
- g) Any type of audio advertisement shall not be allowed.
- h) It should be ensured that all political parties and candidates get equitable opportunity to have access to such advertisement spaces for election related advertisement during election period and such spaces should not be dominated/monopolised by any particular party(ies) or candidate(s). Fair and equal opportunity has to be given to all parties/candidates.
- i) No political advertisement shall be displayed/pasted at the space provided on lease for commercial advertisement during the period of Modal code of conduct. If there is any political advertisement in the provided space, the same shall be removed immediately on enforcement of the Modal code of Conduct.
- j) **Negative list of Advertisements:**

The Licensee shall take into account that the following types of advertisements are strictly prohibited:

- i) Nudity
- ii) Racial advertisements or advertisements propagating caste, community or ethnic differences.
- iii) Advertisements of drugs, alcohol, cigarette, or tobacco items.
- iv) Advertisement propagating exploitation of women or child.
- v) Advertisements having sexual overtone.
- vi) Advertisements depicting cruelty to animals.
- vii) Advertisements depicting any nation or institution in poor light.
- viii) Advertisements banned by the Advertising Council of India or by Law.
- ix) Advertisements glorifying violence.
- x) Advertisements of destructive devices and explosives depicting items, weapons and related items.
- xi) Lottery tickets, sweepstakes entries and slot machines related advertisements.
- xii) Advertisements which may be obscene or contain pornography or contain an "indecent representation of women".
- xiii) Advertisements which may be defamatory, trade libelous, unlawfully threatening or unlawfully harassing.

**Format of Bank Guarantee**

(The Bank Guarantee shall either be from State Bank of India or any other Nationalized Bank or other Scheduled Commercial Banks from/payable at, (New Delhi) only on non judicial stamp paper of appropriate value)

BANK GUARANTEE NO. \_\_\_\_\_ dated \_\_\_\_\_

This Deed of Guarantee executed at \_\_\_\_\_ by \_\_\_\_\_ (Name of Bank) having its Head / Registered office at \_\_\_\_\_ (hereinafter referred to as “the Guarantor”) which expression shall unless it be repugnant to the subject or context thereof include its successors and assigns;

In favour of

The Delhi Metro Rail Corporation Limited (hereinafter called “DMRC”), having its office at Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi-110001, which expression shall unless it be repugnant to the subject or context thereof include its successors and assigns;

**WHEREAS: -**

1. DMRC, with a view to augment its earnings through non-operating revenue, has licensed advertisement activities at \_\_\_\_\_ Metro Station to M/s. \_\_\_\_\_ (hereinafter called “Licensee”).
2. DMRC has agreed to provide to the Licensee, advertisement activities on “as is where is basis” in accordance to LOA No. \_\_\_\_\_ dated \_\_\_\_\_.
3. Therein after referred to as advertisement activities, on payment of License Fee to DMRC on the terms and conditions hereunder contained in this License Agreement.
4. This License is for a period of \_\_\_\_\_ years from the date of \_\_\_\_\_ commencement of License period, unless otherwise terminated/surrendered earlier or extended further.
5. The offer submitted by M/s \_\_\_\_\_ having their registered office at \_\_\_\_\_ has been accepted by DMRC vide LOA No. \_\_\_\_\_ dated \_\_\_\_\_.
6. As per the terms of the above mentioned LOA, the Licensee has been selected for advertisement activities at \_\_\_\_\_ Metro Station of Delhi Metro for the duration of the License.
7. The Licensee is also required to make payments of License Fees & other dues as per contractual obligations and applicable taxes to DMRC.
8. The Licensee is required to also bear and pay all expenses, costs and charges incurred in the fulfillment of all its obligations under the License Agreement.
9. The Licensee is required to furnish an unconditional irrevocable Bank Guarantee for an amount of Rs \_\_\_\_\_ (Rupees \_\_\_\_\_ only) as a part of Interest free security deposit which is equivalent to the Annual license fee for Metro Station, as security for the performance and fulfillment of all its responsibilities and obligations as per the LICENSE Agreement. The Licensee has requested the Guarantor to issue the said Bank Guarantee in favour of DMRC.
10. Now, therefore at the request of the Licensee, the Guarantor has agreed to execute this Guarantee in favour of DMRC for the due payment of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only).

NOW, THEREFORE, THIS BANK GUARANTEE WITNESSETH AS FOLLOWS: -

1. The Guarantor, as primary obligor shall, without demur, reservation, contest, recourse or protest and/or without reference to Licensee, pay to DMRC an amount not exceeding Rs \_\_\_\_\_ (Rupees \_\_\_\_\_ only), on the same working day of receipt of a written demand from DMRC, calling upon the Guarantor to pay the said amount. For the purpose of this clause, any letter making demand on the Bank by DMRC dispatched by Registered Post with Ack. Due or by any Electronic means addressed to the above mentioned address of the Bank shall be deemed to be the claim/demand in writing referred to above irrespective of the fact as to whether and when the said letter reached the Bank, as also any letter containing the said demand or claim is lodged with the Bank personally.
2. The Guarantor agrees that DMRC shall be the sole judge to decide as to whether the Licensee has defaulted in the performance of its obligations as per the License Agreement, and the decision of DMRC in this regard shall be final and binding on the Guarantor, notwithstanding any differences in this regard between DMRC and the Licensee or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority. The scheduled commercial Bank issuing the above Bank Guarantee confirms that it is on the SFMS (structured financial messaging system) platform, and it will invariably send a separate advice of the BG to the designated bank of DMRC, through SFMS.
3. Any such demand made on the Guarantor by DMRC shall be conclusive, absolute, final and binding on the Guarantor, and the amount due and payable by the Guarantor under this Guarantee will be honored by the Guarantor, simply on demand, without demur, reservation, contest, protest, recourse what so ever and without need for as describing any reason to the demand. The liability of the Guarantor under this guarantee is absolute and unequivocal. The above payment shall be made without any reference to the Licensee or any other person.
4. This Guarantee shall be irrevocable, valid and remain in full force until..... (Period of expiry) or till the end of 6(Six) month after completion of the License Period, or for such extended period as may be desired by DMRC, and as conveyed by DMRC to Bank.
5. In such case of renewal, the Guarantor shall renew the Bank Guarantee, sixty days prior to the expiry of validity of the Bank Guarantee and the process for extension of the Guarantee would be repeated till period of License Agreement is exhausted. Failure to extend the validity of Bank Guarantee at least sixty days prior to the expiry date of Bank Guarantee would lead to encashment of this Bank Guarantee as per the concept of extend or pay.
6. For last year of License period, the Licensee shall submit the Bank Guarantee valid for remaining License period plus six months and shall renew it, if required, till the final settlement of all accounts failing which the Bank Guarantee of the Licensee shall be invoked and encashed by DMRC without any prior notice to the Licensee.
7. This Guarantee shall continue to be enforceable till all amounts under this Guarantee are paid. The said Guarantee shall be released by DMRC after the expiry of the License Period subject to fulfillment of all handover requirements by the Licensee, to the satisfaction of DMRC and further subject to adjustment for all damages suffered by DMRC.
8. This Guarantee is unconditional and irrevocable during the currency of BG till such time DMRC discharges this Guarantee by issuing a letter to the Guarantor in this behalf.
9. The Guarantor undertakes to pay the amount mentioned herein as Principal debtor and not a surety and it shall not be necessary for DMRC to proceed against the Licensee before proceeding against the Guarantor, notwithstanding the fact that DMRC may have obtained or obtains from

the Licensee, any other security which at the time when proceedings are taken against the Guarantor hereunder, is outstanding and unrealized.

10. The obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the License Agreement or other documents or by extension of time of performance of any obligations granted to the Licensee or postponement / non-exercise / delayed exercise of any of its rights by DMRC against the Licensee or any indulgence shown by DMRC to the Licensee, and, the Guarantor shall not be relieved from its obligations under this Bank Guarantee on account of any such variation, extension, postponement, non-exercise, delayed exercise or omission on the part of DMRC or any indulgence by DMRC to the Licensee to give such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving the Guarantor.
11. The Guarantee shall not be affected by any change in the constitution or winding up of the Licensee/the Guarantor or any absorption, merger or amalgamation of the Licensee / the Guarantor with any other person.
12. The Bank agrees that DMRC at its option shall be entitled to enforce this guarantee during its currency against the Bank as a Principal Debtor in the first instance without proceeding against the Licensee and notwithstanding any security or other guarantee that DMRC may have in relation to Licensee's liabilities.
13. The guarantee hereinbefore contained shall not be affected by any change in the constitution of the Bank or of the Licensee.
14. The expressions "Bank" and "Licensee" hereinbefore used shall include their respective successors and assigns.
15. The Bank also agree that this guarantee shall be governed and construed in accordance with Indian laws and subject to the exclusive jurisdiction of the courts at Delhi.
16. Partial and Multiple drawings/withdrawals are permitted under this bank Guarantee.
17. The Guarantor declares that it has power to issue this Guarantee and discharge the obligations contemplated herein and the undersigned is duly authorized to execute this Guarantee.
18. This guarantee shall come into effect forthwith and shall remain in force upto or the extended period if any and shall not be revoked by the Guarantor at any time without DMRC's prior consent in writing.
19. Notwithstanding anything contained hereinabove:
  - a) Our liability under this Bank Guarantee shall not exceed and is restricted to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only).
  - b) This Guarantee shall remain in force up to \_\_\_\_\_ .
  - c) Unless the demand/claim under this guarantee is served upon us in writing on or before \_\_\_\_\_ all the rights under this guarantee shall stand automatically forfeited and we shall be relieved and discharged from all liabilities mentioned hereinabove.

**IN WITNESS WHEREOF THE GUARANTOR HAS EXECUTED THIS GUARANTEE ON THE DAY, MONTH AND YEAR FIRST ABOVE MENTIONED THROUGH ITS DULY AUTHORISED REPRESENTATIVE.**

For and on behalf of the \_\_\_\_\_ Bank.

Signature of authorized Bank official

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

I.D.No.: \_\_\_\_\_

Stamp/Seal of the Bank: \_\_\_\_\_

Signed, Sealed and Delivered for and on behalf of the Bank by the above named \_\_\_\_\_ In the presence of:

In the presence of:

Witness-1

Signature \_\_\_\_\_ Name\_ Address \_\_\_\_\_

Witness-2

Signature \_\_\_\_\_ Name\_ Address \_\_\_\_\_

**Annexure-IV**

No. ....

Dt. \_\_/\_\_/\_\_

**Undertaking regarding payments through RTGS/NEFT/ECS mode in PB Agreement**

The license agreement between Mr./Mrs./Miss/M/s. \_\_\_\_\_ (name of the Licensee/ Company/ Party) and DMRC Ltd. executed on Dt. \_\_\_\_\_.

Lease out No. and Customer ID \_\_\_\_\_ (as mentioned in invoice).

I/We \_\_\_\_\_ (name of the Licensee/Company/Party) have been made to understand that payments of contract shall be acceptable to M/s DMRC Ltd. in the form of Bank Draft/ Pay Order/ Demand Draft only and in case, I/We \_\_\_\_\_ intend to make payments through RTGS/NEFT/ECS procedures the same shall require prior approval of DMRC as per the terms and conditions detailed as under:

1. RTGS/NEFT/ECS mode of payments shall require prior approval of DMRC for which Licensee/ Party/ Company must take consent from the Property Business Cell of DMRC Ltd. in the standard format attached at Annexure-III(1).

2. Once DMRC has given their approval, the party must intimate every time before submission of any payment through RTGS/ NEFT/ ECS at least seven (7) days prior to due date for making payment in prescribed format attached at Annexure-4(1). DMRC shall give their consent within two working days within the receipt of aforesaid intimation for submission of request as per Annexure-4(2).
3. In case of any delay in receipt of aforesaid intimation mentioned at above Point No. 2, DMRC reserve the right for refusal to accept payments through RTGS/ NEFT/ RTGS mode of payments.
4. In event of Licensee/ Party/ Company's non-compliances to the aforesaid requirements. DMRC shall take action as under:
  - a.) In the absence of any details from Licensee/ Party/ Company for consideration of DMRC amount received from the party shall not be accounted for and party shall continue pay interest/ penalty on the outstanding as per the provision of contract.
  - b.) In case of receipt of payment with incomplete details payment received shall be adjusted /allocated in the following order:
    - i) All the statutory dues/ taxes shall be adjusted first.
    - ii) All payments made by DMRC on behalf of Licensee/ Party/ Company such as water/ electricity/ maintenance charges/ annual maintenance charges etc. shall be adjusted after the adjustment statutory dues/ taxes as mentioned in Point No. 4.b.i above.
    - iii) All previous outstanding dues existing on date of receipt of payment including interest/ penalty imposed.
    - iv) Sum remaining after adjustments as per above Point No. (i) to (iii) above shall be adjusted against lease rent/ space rent/ license fee as per the terms of contract.
    - v) In case amount received is even shorter than statutory dues, the Licensee shall be liable to pay all the penalties as declared/ decided by the statutory bodies or as applicable under the provisions of law. In addition to this, Licensee/ Party/ Company shall also attract penalties as per the provisions of license agreements. Repeated violations of aforesaid instructions shall be treated as non performance/ breach of agreement and under the provisions of license agreement may attract maximum penalty of termination of license agreement.

I/We \_\_\_\_\_ (name of the Licensee/ Company/ Party) hereby agree to the above mentioned procedure/ terms and conditions related to submission of payments through RTGS/NEFT/ECS mode.

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

**Name and designation of authorized representative of Licensee/ Party/ Company**

**Annexure-IV(A)**

**FORMAT FOR INTIMATION FOR DEPOSITION OF PAYMENTS VIA RTGS/NEFT/ECS IN PB CONTRACTS**

1. Name and address of Licensee/ Party/ Company \_\_\_\_\_
2. Customer ID \_\_\_\_\_
3. Lease out No \_\_\_\_\_
4. Invoice No. and Date \_\_\_\_\_
5. Period of Invoice \_\_\_\_\_
6. Head/item wise details of payment to be submitted as described in the invoice

Item No.	Description/Head details	Period	Amount

**Gross amount to be deposit**

**Less statutory deductions such as TDS, VET, S. Tax etc.**

**Net amount to be deposit**

7. TDS registration No. of client/Licensee \_\_\_\_\_

8. S. Tax registration No. of client /Licensee \_\_\_\_\_

9. D.VAT registration No. of client /Licensee \_\_\_\_\_

**Note:** DMRC's authorized bank name and account No. to which payments to be made—**M/s Union Bank of India, Branch at: F-14/15, Connaught Place, New Delhi-110001, IFSC Code UBIN0530786, MICR Code 110026006, A/C No. 307801110050003**

**Name and designation of authorized representative of Licensee/ Party/ Company**

**All Licensees Parties/ Companies are directed to give complete compliance to this and ensure to deposit the details at least seven days before of due date of making payments as mentioned in invoice for approval of DMRC.**

**To be filled by DMRC Officials**

The aforesaid details is checked and verified by Manager/AM-Property Business and is **approved/ disapproved** for submission through ECS/RTGS/NEFT, with following observations:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

Licensee is hereby directed to submit confirmation of deposition of payment before the due date.

Dated: \_\_\_\_/\_\_\_\_/\_\_\_\_

Signature of Manager/AM-Property Business

**Annexure-IV(B)**

**FORMAT FOR APPROVAL FOR SUBMISSION OF PAYMENTS VIA RTGS/NEFT/ECS IN PB CONTRACTS**

To,

Delhi Metro Rail Corporation Ltd.  
O/o- Sr.DGM/ Property Business.  
3<sup>rd</sup> Floor, Metro Bhawan,  
Barakhamba Road,  
Delhi – 110 001

Sub: Request for approval for submission of payments via RTGS/ NEFT/ ECS in our contract with DMRC.

- Ref: 1.) The license agreement between Mr./Mrs./Miss/M/s. \_\_\_\_\_ (name of the Licensee/ Company /Party) and DMRC Ltd. executed on Dt. \_\_\_\_\_.
- 2.) Lease out No. and Customer ID \_\_\_\_\_ (as mentioned in invoice).

Sir,

- 1.) With reference to above mentioned subject matter, it is requested that kindly allow us to avail the RTGS/NEFT/ECS mode of payment for deposition of payments against aforementioned license agreement.
- 2.) That, I/we \_\_\_\_\_ (Name of Licensee/ authorized representative of Company/ Party/ Licensee) have understood the terms and conditions related to deposition of payments via RTGS/ NEFT/ ECS mode.
- 3.) That, I/we also voluntarily agree to submit the format for intimation for deposition of payments via RTGS/NEFT/ECS in Property Business contracts seven (7) days before due date as mentioned in invoice or last date for submission of payments as per the terms and conditions of license agreement every time for approval of DMRC Ltd. for making payments via RTGS/NEFT/ECS mode.
- 4.) After making payments, I/we shall also undertake to submit the details with payment confirmation before due date.
- 5.) I/we also understand that in case of non-compliances, it shall be considered as breach of agreement and action shall be taken as per the terms and conditions of license agreement.

Thanking you

**Name and designation  
of authorized representative  
of Licensee/ Party/ Company**

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**To be filled by DMRC Officials**

On the request for the \_\_\_\_\_ (name of Licensee/ Party/ Company), they are allowed to deposit the payment via RTGS/ NEFT/ ECS mode in DMRC's authorized bank name and account No. to which payments to be **madeM/s Union Bank of India, Branch at: F-14/15, Connaught Place, New Delhi-110001, IFSC Code UBIN0530786, MICR Code 110026006, A/C No. 307801110050003** subject to submission of format for intimation for deposition of payment via RTGS/NEFT/ECS in PB contracts every time seven (7) before due date for approval of DMRC Ltd. and submission of confirmation of deposition of payments before the due date.

Dated: \_\_\_\_/\_\_\_\_/\_\_\_\_

**Signature of Manager/AM-Property Business**

**Annexure-V**

**Rules and Guidelines for Release of Electric Power**

1. Electric power required for commercial activity within footprint of metro station is required to be sourced from existing available source of DMRC at station, availing power supply from outside agencies in DMRC is not permitted. The disbursement of power at different stations shall be dealt with individually under separate connections.
2. The power supply connection released for commercial activity shall be from the available DMRC power network, which is reliable having adequate redundancy. DG supply will not be made available. The power fed shall be from normal source without backup network, licensees may however, provide UPS/ Inverter at their cost if they so desire. Installation of DG set is not permitted.



3. DMRC will attempt to provide electricity at the point nearest to location; licensee is required to pay the cost of electrical works required for extension of power from DMRC panel/ DB up to site on actual basis + DMRC service charges @ 15%. Alternatively, licensee may also undertake electrical work for extension of power from nominated source under DMRC supervision and complying all codal provisions listed DMRC specifications, upon payment of requisite fees of Rs. 10,000/- per feeder (one feeder with energy meter).
4. DMRC provides power supply up to leased premises on chargeable basis. For meeting the requirement following works shall be done:
  - a) Supplying and laying including end termination of suitable size (rating suitable for allowable electric load) LT FRLS cable (from source to nearest point) as per standard specifications.
  - b) Supplying and laying of meter box, pre-paid energy meter and MCB for extending the power. Pre-paid energy meters require periodic recharge if timely recharge is not done then electric supply is automatically disconnected.
6. Licensee shall extend power supply from this Meter box at their own cost. Please find attached list of approved makes and specifications to be complied for carrying out electrical works inside leased premises, Annexure-V (A). Licensee is also required to comply with necessary provision for fire safety in accordance with stipulations attached at Annexure-V (F). The work executed by licensee shall be inspected by DMRC representative for ensuring compliance of specifications / stipulations of contract.
7. At the end of the contract (pre-mature surrender/termination, natural completion, etc.) all cable, pre-paid meter, connected software, etc. shall be sole property of DMRC. The licensee voluntarily and unequivocally agrees not to seek any claim, damage, compensation or any other consideration whatsoever on account of time and costs associated, in making provision of electricity.
8. Mode of power supply: If licensee desires they may seek temporary or permanent connection. Temporary connection is given for limited time i.e. 30 days.
9. Permanent connection is given after ensuring all safety compliance and completion of electrical and fire safety works in leased premises in all respect.
10. During tenure of temporary power supply Rs.100/- per week per KW or part thereof shall be charged over and above applicable tariffs.
11. In case of failure to convert, the temporary connection to permanent within stipulated time, temporary connection charge shall be doubled. Format of application for temporary and permanent connection and lists of documents required are attached at Annexure-V (B) & V (C).
12. TARIFF: Rate of electricity shall be charged from licensee at whom concerned DISCOM would be charging, had they obtained electric connection from them.

#### **Annexure-V-A**

#### **SPECIFICATIONS FOR ELECTRICAL WORKS**

1. Licensee is required to prepare all the plans/drawings for Electrical & Fire work to be carried by them and obtain prior approval of DMRC before execution. The work is required to be executed as per IE rules and through a licensed Sub Contractor. All costs associated with provision of electricity will be borne solely by the Licensee. The Licensee hereby voluntarily and unequivocally agrees not to seek any claim, damages, compensation or any other consideration whatsoever on account of time and cost associated in making provision of electricity.

2. For Elevated station load up to 10 KVA shall give in single phase & in case of underground stations load up to 5KVA shall be given. Load above this shall only be given in three phase. License is required to balance load at their end so that no unbalancing occurs at DMRC end.
3. Cables up to 6 Sq.mm. will be of Copper conductor and above 6 Sq.mm. Aluminum conductors may be used. However in case of underground station, use of Aluminum conductor cable is not allowed. Cables for single phase shall be three core, with one core as earth. For three phase load four core cables along with separate 2 nos. of 8 SWG GI wires shall be used for earthing. For underground stations, 2 separate earth wire of 8 SWG copper conductors shall be used.
4. For elevated stations all wires shall be FRLS. Cables shall be armoured, XLPE, FRLS. In case of Underground stations all wires and cables shall be armoured, XLPE FRLSZH and conform to NFPA-70, BS-6724 & BS6724.
5. The meter box along with MCB & ELCB box will be metallic and without any holes. DP MCB & ELCB is required for single phase supply. TPN MCB and ELCB is required in case of three phase. ELCB, cables, MCB rating for main connection shall be as per table- E-1.
6. Use of any PVC material is not permitted in the underground stations.
7. Licensee will provide their proposed protection philosophy with proper discrimination with upstream breaker and seek approval from DMRC.
8. Specification for all materials / works must follow the standards, codes and specifications as used by DMRC in the E&M works. If any item/ equipment/ work is not covered in standards, codes and specifications of DMRC, then the same has to be procured / installed from reputed manufacturer/ make in line with relevant IS/IEC standard with prior approval of DMRC.
9. In case, the Licensee draws power more than the sanctioned load, electricity connection may be disconnected. The electricity connection will be restored on first occasion only when Licensee pays necessary penalty as per DERC norms and removes excess load. On the subsequent occasion, DMRC reserves the rights to revoke the license and forfeited the interest free security deposit.
- 10 Only Galvanized Cable tray, Conduit, Cable Ladder shall be allowed.
- 11 Internal wiring of luminaries (Light Fittings) and Signage in signage's panel shall also be FRLSZH in case of UG stations.
- 12 All Plastic accessories used in luminaries shall be non-flammable material, meeting all the NFPA requirements, preferable by UV and shall be suitable for application at UG station conforming to UL – 94 standards on flammability of material.

**TABLE: E-1 (Rating of Electric items)**

Power Requirement (KVA)	Rating of MCB (A, 10kA)	of	Rating of ELCB (A, mA)	Cable Size (Sq.mm.)	Copper
					DB to Licensee premises

STATION	0 - 0.1	0.5	16, 30	1.5	
	0.1 - 0.2	1	16, 30	1.5	
	0.2 - 0.5	2	16, 30	1.5	
	0.5 - 0.7	3	16, 30	1.5	
	0.7 - 0.9	4	16, 30	1.5	
	0.9 - 1.2	5	16, 30	1.5	
	1.2 - 1.4	6	16, 30	1.5	
	1.4 - 2.3	10	16, 30	2.5	
	2.3 - 3.7	16	16, 30	4	
	3.7 - 4.6	20	25, 30	4	
ELEVATED	4.6 - 7.4	32	32, 30	6	
	7.4 - 9.2	40	40, 30	10	
	9.2 - 10.0	50	63, 30	16	
	STATIONS	0 - 0.1	0.5	16, 30	3 Core x 4 Sq. mm  (for single phase )
		0.1 - 0.2	1	16, 30	(for single phase ) 3 Core x 4 Sq. mm
GROUND		0.2 - 0.5	2	16, 30	3 Core x 4 Sq. mm  (for single phase )
		UNDER	0.5 - 0.7	3	16, 30

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**LIST OF APPROVED MAKES**

S. N.	Item	Approved Makes
1.	GI Conduit Pipes	BEC, AKG, NIC, Steel Craft -- ISI Marked
2.	GI Conduit Accessories	Confirming to BIS as per approved samples
3.	Copper Conductor FRLS, PVC insulated wires	National, Ecko, Finolex, Havells, Grandly, NICCO, Asian, Poly Cab
4.	Copper Conductor FRLSZH , PVC insulated wires	Polycab, Ducab Dubai, Cords Cables, KEI.
5.	FRLS Cables	Fort Gloster, NICCO, Finolex, Asian/RPG, KEI, Havells, Polycab, CCI, Universal
6.	FRLSZH , PVC Cables	Polycab, Ducab Dubai, Cords Cables, KEI, Rashi Cables.
7.	Switches & Socket outlets	Crabtree, Anchor, MDS, LK (Schneider)
8.	MCB, RCCB (ELCB)	L&T Hager, MDS, Siemens, GE, Merlin-Gerin, ABB, Schnieder
9.	Distribution Boards	L&T Hager, MDS, Siemens, ABB, INDO, ASIAN, Havells, GE, Schnieder
10.	Energy Meters with MDI/TOD (pre-paid)	L&T, Secure, Ducati.
11.	Luminaries	Philips / Schrader / Osram / Bajaj / Thorn / Crompton

**Annexure-V- B**

**FORMAT OF APPLICATION FOR POWER SUPPLY**

SN	ITEM	DETAILS
1	Name of the Licensee	:
2	Station	:
3	Reference to allotment letter (Copy to be attached)	:
4	Load Requirement (KW)	:

5	Details of submission of Advance Consumption Deposited as per load	:	
6	Details of Cable installed along with earthing (Make and rating) Attach cable test report	:	
7	Details of MCCB/MCB installed (make and rating)	:	
8	Details of ELCB installed ( make and rating)	:	
9	Details of MDI / TOD Energy meter installed (Make and rating) Attach Original Meter Test Report	:	
10	Please confirm whether lockable meter box with earthing has been provided and sealed by DMRC representative	:	
11	Attach Cable layout plan (submitted by license & signed by concerned E & M supervisor)	:	Attached / Not Attached
12	Attach Electrical Declaration as per Annexure V-D1/D2 on Rs.100/- Non-judicial Stamp paper	:	Attached / Not Attached
13	Attach Electrical Installation Test Report {In stipulated format as per Annexure-V(E)} signed from Electrical contractor holding valid license	:	Attached / Not Attached

## PROCEDURE

1. After ensuring completion of all electrical works as per stipulations and completion of all safety requirements i.e. Fire safety, clearance by local fire service etc., Licensee shall apply to concerned PB department in above form.
2. Electrical Department and Fire Department shall carry out inspection at site and if found complied, permanent electric connection shall be released.

**DECLARATION**

***{For Elevated Stations, on non-judicial stamp paper of Rs. 100/-}***

***(Duly Notarized)***

I \_\_\_\_\_, son/daughter/wife of \_\_\_\_\_ Resident of \_\_\_\_\_ (hereinafter referred to as the "Applicant", which term shall mean and include executors, administrators, heirs, successors and assigns), do hereby swear and declare as under:

**OR**

\_\_\_\_\_, a company incorporated under the provision of the Companies Act 1956, a sole proprietorship, a partnership having its registered office at

\_\_\_\_\_ (hereinafter referred as "Applicant", which expression shall unless repugnant to the context or meaning thereof, include its successors and assigns), do hereby swear and declare as under:

That the Applicant is an occupant of the premises No. \_\_\_\_\_ at \_\_\_\_\_ having taken the premises from DMRC on the terms and conditions agreed to with DMRC which include that DMRC may supply electricity as a part of the lease or license of the premises, based on the commercial arrangement.

The Applicant has requested the DMRC to provide an electricity connection at the above-mentioned premises in the Applicant's name for the purpose mentioned in the application form.

The Applicant hereby agrees and undertakes:

1. That the Applicant desires to have and agrees with DMRC to take supply of energy for the above mentioned purpose, for a period of not less than two years from the date of commencement of supply and to pay for the energy so supplied and all other charges at the rates set out in the concerned State Electricity Regulatory Commission's Tariff Schedule and the miscellaneous charges for supply as may be in force from time to time including advance Consumption Deposit etc.
2. That the Applicant shall have no objection for the DISCOMs to carry out Inspections of the Applicants' Meters & Equipments & Any Observation made by such Agencies, Which are acceptable to DMRC, shall be binding on the Applicant for Attention/Compliance.
3. That DMRC shall be entitled to disconnect the supply of energy by issuing a disconnection notice in writing, to the Applicant, if the Applicant is in default of payment of the due charges.
4. That the applicant shall pay the full amount mentioned in the Monthly/Bi-monthly Consumption Bill as raised by DMRC before the last date mentioned in such Monthly./Bi-monthly Bill. Licensee shall provide Test Report/Calibration report in regard to Energy Meter installed. DMRC may ask Licensee to recalibrate the Energy Meter whenever considered necessary.

5. That all or any taxes/duties, as may be levied on the supply of electricity to the Applicant by DMRC, shall be paid and borne by the Applicant.
6. That the Applicant agrees that DMRC would accept an application from the applicant for reduction in load only after two years from the original sanction. All applications for load enhancement by the Applicant would be dealt with by DMRC as a new connection and DMRC would follow the procedure as in the case of a new connection.
7. That DMRC shall have the right to recover the fixed charges due as per applicable tariff for the remaining contracted period in case the contract is terminated prior to the expiry of the contracted period.
8. That all the electrical work done within the Applicant's premises including wiring, power outlets and gadgets are used and maintained properly for guarding against short circuits/fires and are as per the Indian Electricity Rule, 1956 and other applicable laws, statutory provisions and standards in force at the time, and indemnify DMRC against any loss accrued to the Applicant on this account. Further, the Applicant agrees that if there is any harm/loss to the property of DMRC or to any other third party due to fault in the electrical work, outlets or apparatus within the premises of the applicant, all the loss shall be borne by the Applicant.
9. That specification for all materials / works will follow the standards, codes and specifications as used by DMRC in the E&M works. If any item/ equipment/ work is not covered in standards, codes and specifications of DMRC, then the same will be procured / installed from reputed manufacturer/ make in line with relevant IS/IEC standard with prior approval of DMRC.
10. To pay DMRC all costs and expenses that DMRC may incur by reason of a fresh service connection being given to the Applicant.
11. To indemnify DMRC against all proceedings, claims, demands, costs, damages and expenses that DMRC may incur by reason of a fresh service connection given to the Applicant.
12. To be bound by DMRC's conditions of supply, and all applicable acts and rules.
13. That DMRC shall not be responsible for any interruption/diminution of supply.
14. **Others**
  - 14.1 Licensee will have to provide a Low voltage switch-board with MCBs& ELCB's of required capacity with Electronics Static Energy Meters having provision of MDI, TOD etc. of required capacity at their cost conforming to relevant BIS standards and of approved make along with test certificate shall be arranged by the applicant. The meter shall be installed and sealed by DMRC, either within the premises of the applicant or at a common meter room/board. Applicant shall not tamper with or disturb the meter in any manner whatsoever, and shall be responsible for its safety.
  - 14.2 DMRC shall provide supply, if available, at one fixed point as per DMRC plan. All cabling work to tap off the supply from the fixed point and to avail it within their premises shall be done by the applicant in line with scope of work provided by DMRC. Approval to the layouts/schemes/details shall be taken from DMRC O&M wing.
  - 14.3 Only FRLS /FRLSZH cable of required size shall be used for tapping off supply from DMRC fixed supply to Licensee premises in rigid GI Conduit pipe in line with specifications of Electrical works provided to applicant by DMRC.

- 14.4 Licensee will also do wiring within their shop/stall by using GI conduit or fire resistance PVC casing/capping. The Licensee shall use FRLS /FRLSZH copper wire of the required size in line with specifications of Electrical works provided to applicant by DMRC (the wiring scheme, the type of wiring, size of wires, various loads, plug point, light fan etc. shall be as per DMRC's approval).
- 14.5 DMRC will provide Power Supply of single phase, 230V, 50Hz for maximum connected load up to 10KW in line with specifications of Electrical works provided to applicant by DMRC. Electrical load requirement exceeding above will be given on 3-phase, 415V, 50Hz subject to availability.
- 14.6 Licensee shall be given only normal power supply available in station premises. Licensee may use suitable voltage stabilizers and power factor correction equipment as per their requirement. DMRC shall not be providing any standby power supply from station DG set or UPS.
- 14.7 Licensee shall not be permitted to use any standby Diesel Generator Sets. Licensee will only be the permitted to use standby UPS/Inverter system will also be taken as a part of total connected load.
- 14.8 The Total Demand Load& Total Connected load shall be treated as same. Licensee will have to pay applicable demand charges as per the Total Connected Load Only.
- 14.9 Licensee shall use Energy efficient lighting& shall provide proper Lighting fixtures, Lamps, Electronic Ballast etc. Licensee shall provide uniform & good illumination level not less than 100 lux in any case.
- 14.10 Licensee shall use Brand/make Electrical wiring and switch gear items in line with specifications of Electrical works provided to applicant by DMRC. The Electrical Contractor/agency at Licensee's cost shall carry the entire work. DMRC's representative may inspect and supervise the work.
- 14.11 Licensee shall provide proper earthing connection as per the applicable standards and shall terminate the same to the DMRC's Distribution Board or to any other place as directed by the DMRC. Installation Test Report issued by licensed electrical wiring contractor in the prescribed format (available with the application form) and countersigned by the applicant shall be submitted by the Licensee. Every shop/property Development area must have enough Fire Extinguishers as stipulated.
- 14.12 Licensee will not be allowed to provide Room Heating appliance of any kind.
- 14.13. The power shall be supplied normally at the rate of 0.5kVA/Sq.Mtr. of space licensed out. Minimum load to be given shall be 2 KVA on which the demand charges as applicable shall be paid by the Licensee. Additional power up to 10 kW on single phase and thereafter on three phase system if required by the Licensee will be supplied subject to availability at an additional cost and conditions to be stipulated by DMRC.



- 14.14. In case, Licensee draws power more than the connected load, their electricity connection shall be disconnected. The electricity connection will be provided back on first occasion only when Licensee pays necessary penalty as per State ERC norms and removes excess load. On the subsequent occasion, DMRC reserves the right to revoke the license and forfeit the interest free security deposit.
- 14.15 In case, the Licensee is found misusing Electricity or tampering with the Energy meter, a token penalty of Rs. 1000/- will be charged from him along with disconnection of power supply. Reconnection of power supply will be done only after charging Rs. 100/- as reconnection fee and clearance of all dues duly obtaining approval of Competent Authority of DMRC.
15. That the Applicant shall have no objection at any time to the rights of DMRC to supply energy to any other consumer from the service line or apparatus installed on the Applicant's premises.
16. That the supply shall be used for the purpose that it has been sanctioned by DMRC and shall not be misused in any way to serve any other purposes.
17. That the supply shall not be extended/sublet to any other premises.
18. That the Applicant's industry/trade has not been declared to be obnoxious, hazardous/pollutant by any Government agency and that no court orders are being infringed by grant of applied electricity connection at the Applicant's premises.
19. That DMRC shall be at liberty to adjust the electricity consumption charges along with any other charges against the consumption deposit paid by the Applicant, in the event of termination of the agreement prior to the expiry of the contracted period or in case of any contractual default.
20. That DMRC shall be at liberty to transfer the dues remaining unpaid by the Applicant, after adjusting the advance consumption deposit, to other service connections(s) that may stand in the Applicant's name.
21. To allow clear and unencumbered access to the meters for the purpose of meter reading, maintenance, inspection, checking, testing etc.
22. That DMRC shall be entitled to disconnect the service connection under reference in the event of any default and /or non-compliance of contractual and / or statutory requirements, and/or in consequence of legally binding order by statutory authority (ies)/court of Law, without prejudice to the DMRC's rights to exercise its rights under law including that of getting its due payments as on the date of connection. The Applicant undertakes to pay penalty imposed by DMRC on its own discretion for the damages caused to the leased property on account of any default or non-compliance of any statutory requirements.
23. That all details furnished in this Requisition form are true to the Applicant's knowledge. If any information is found incorrect at a later date, the company will have the right to withhold/disconnect supply, as the case may be, and forfeit the advance consumption deposit.
24. The applicant acknowledges and accepts that the relationship of the applicant with DMRC is not that of a consumer and a Licensee but that of a commercial arrangement where the

applicant has taken on lease/license premises of DMRC and the Electricity connection is being provided as a part of the above arrangement.

The applicant further agrees that this declaration given by him will be construed as an agreement with the DMRC to the above effect.

Date:

Place:

Signature of Applicant  
(Full name)

Signed and delivered in the presence of:

Witness 1

Signature \_\_\_\_\_

Full Name \_\_\_\_\_

Complete Address \_\_\_\_\_

Phone No. \_\_\_\_\_

Witness 2

Signature \_\_\_\_\_

Full Name \_\_\_\_\_

Complete

Address \_\_\_\_\_

Phone No. \_\_\_\_\_

***List of Documents to be submitted along with Declaration.***

1. Installation Test Report issued by licensed electrical wiring contractor in the prescribed format (available with the application form) and countersigned by the applicant. {FORMAT annexure}
  
2. Proof of allotment of the space/area leased out by DMRC in the form of the following:
  - a) Allotment/possession letters, Lease deed
  - b) General Power of Attorney together with proof of ownership of the executor.  
{Applicable in case of company}

**ELECTRICAL INSTALLATION TEST REPORT**

<b>Sr. No.</b>	<b>Description</b>	<b>Details</b>
1.	Name & Address of the Licensee	
2.	Location	
3.	Station Name	
4.	Connected Load	
5.	Energy Meter S. No.& Make (Manufacturer's test report is to be enclosed)	

It is certified that all the electrical work at above installation have been carried-out in compliance to the IE rules, IE acts adhering to the safety norms, rules and regulations of DMRC & that of any other statutory body. All men and material and temporary earthing have been removed from our end & the installation is fit for energizing.

I will be responsible on behalf of Licensee for non-compliance of any of the above.

Copy of my valid electrical Contractor license is attached.

**Seal & Signature of the Licensee**

**Seal & Signature of Electrical Contractor**

**(Holding Valid License)**

**LIST OF ABBREVIATIONS USED IN THE TENDER DOCUMENT**

1. AoA: Article of Association
2. DD: Demand Draft
3. DMRC: Delhi Metro Rail Corporation Ltd.
4. JV: Joint Venture
5. Sr. DGM/PB: Senior Deputy General Manager/Property Business
6. EMD: Earnest Money Deposit
7. GST: Goods and Services Tax
8. ID Card: Identity Card
9. IFSD: Interest Free Security Deposit/ Performance Security
10. KVA: Kilo Volt Ampere
11. KW: Kilo Watt
12. LF: License Fee
13. LOA: Letter of Acceptance
14. MoA: Memorandum of Association
15. MoU: Memorandum of Understanding
16. MRTS: Mass Rapid Transport System
17. NIT: Notice Inviting Tender
18. OMC: Other Maintenance Charges
19. PO: Pay Order
20. PoA: Power of Attorney
21. ROD: Revenue Operation Date
22. Sqm: Square meter

**Handing over/Taking Over Note**

Advertisement site admeasuring ..... x ..... = .....sqm

inside.....Metro station of Line No. -.....

(..... Line) of DMRC network, is handed over to Sh./ Smt.

.....of M/s ..... on

(Date).....at (Time) .....hrs., in the presence of representatives of Property

Business Cell, Electrical Department, Civil/ Works Department and Operations Department.

Licensee hereby acknowledge the receipt and assumes all responsibility of the above described site, as provided in the License Agreement, from the date and time stated above.

.....

**Licensee**

.....

**Property Business cell**

.....

**Electrical Dept.**

.....

**Civil Dept.**

.....

**Station Manager**