DELHI METRO RAIL CORPORATION LIMITED

Tender Document for awarding Advertising rights inside selected tunnel sections of Line-2 (Yellow Line) of DMRC Network

Section:-2 (two) tunnel sections on Down line (New Delhi to Malviya Nagar) and 2 (two) tunnel sections on UP line (Malviya Nagar to New Delhi).

Tender No. DMRC/PB/42220001/TA of November-2022

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

DMRC

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Cost of Tender Document: Rs 23,600/- (Rupees Twenty Three Thousand Six Hundred only) inclusive of 18 % GST, which is non-refundable.

CONTENTS

Chapter No.	Particulars	Page No.
1	Notice Inviting Bid (Tender)	4-10
2	Disclaimer	11
3	Eligibility Criteria of Bidders	12-15
4	Submissions of Bids by Bidders	16-22
5	Instructions for Online Bid Submission	23-25
6	Evaluation of Bids	26-29
7	Objective & Scope	30-34
8	Terms & Conditions	35-41
9	Fraud and Corrupt Practices	42-43
10	Miscellaneous	44
11	Banning Policy	45-46
Annexure-1	Details of Advertising spaces offered for Licensing on Line-2 (YELLOW LINE)	47
Annexure-2	Letter of Application & Interest	48-49
Annexure-3	Financial Bid Form	50
Annexure-4	General Information of the Bidder	51
Annexure-5	Format for Power of Attorney for Signing of Application	52
Annexure-6	Consortium Agreement/ Memorandum of Understanding	53-55
Annexure-7	Affidavit	56
Annexure-8	Undertaking of Responsibility	57
Annexure-9	Certificate of Statutory Auditor/Chartered Accountant	58
Annexure-10	Undertaking for downloaded document	59
Annexure-11 (A)	Undertaking for not being banned / debarred from business	60
Annexure-11 (B)	Undertaking for Dues in Other Contracts	61
Annexure-11 (C)	Undertaking for Contract/s with DMRC	62
Annexure-12(A)	Declaration / Undertaking regarding Holding / Subsidiary	63
Annexure-12(B)	Details of Bank account for refund of tender security/EMD	64
Annexure-13	Undertaking for Responsibility (For Bidders)	65
Annexure-14	Draft License Agreement	66-144

CHAPTER 1
NOTICE INVITING TENDER (BID)

1.1 DMRC invites open E-Tenders/bids from suitable Bidders who may be a sole proprietorship firm, a partnership firm or a company having registered office in India & incorporated under the companies act 1956/2013 or a combination of above in the form of Joint Venture (JV) or Consortium for selection of a Licensee to grant Advertising Rights inside selected tunnel sections of Line-2 (Yellow Line) of DMRC Networkon "*as is where is basis*" as per details given in Annexure-I of the tender document. The Licensee shall be permitted to display advertisements inside tunnel section between selected metro stations from New Delhi to Malviya Nagar Metro Stations i.e., 2 (two) tunnel sections on Down line (from New Delhi to Malviya Nagar Metro Stations) and 2 (two) tunnel sections on UP line (from Malviya Nagar to New Delhi Metro Stations)as per the factors governing the selection of permissible advertisements (except the negative list of advertisements) as detailed in Clause 8.5 of the RFP and Annexure-II of DLA.

a) The bidder may be any entity which is a sole proprietorship firm, a partnership firm or a company having registered office in India & incorporated under the companies' act 1956/2013 or a combination of above in the form of Joint Venture (JV) or Consortium.

b) Bid by a JV/Consortium of firms: In case of a bid by a JV/Consortium of firms, following shall be abide by the participant/s:

i. For the purpose of evaluation of the JV/consortium, each member's contribution towards the turnover shall be considered in the same ratio of their equity participation in the JV/consortium. Illustration: Say If 'A' and 'B' are two members of JV/Consortium. 'A' is having 70% equity holding in JV and 'B' is having 30% equity holding in JV/consortium. In such a condition, 70% of A's turnover and 30% of B's turnover will be taken for the calculation of eligibility of the JV/consortium.

ii. The Lead Member of the JV/Consortium shall maintain a minimum equity stake of 51% of the aggregate shareholding of the JV/Consortium during full tenure of License Agreement.

iii. Any change in percentage stake of JV/ Consortium members without prior written approval of DMRC shall be treated as Material Breach of Contract and Successful Bidder/ Licensee's event of default entitling DMRC to encash Interest Free Security Deposit/Performance Guarantee and/or to terminate the License Agreement after a 30 (thirty) days termination notice.

iv. Minimum percentage stake of any member in JV/ Consortium during license period (including lock-in period) shall not be less than 15%.

v. Partners having less than 26% participation shall be considered as non-substantial partner and shall not be considered for evaluation which means that their eligibility shall not be considered for evaluation of JV/Consortium.

vi. All members of such entity shall be jointly and severely liable for the performance of license agreement.

c) A bidder shall not have a conflict of interest that affects the bidding process. Any Bidder found to have conflict of interest shall be disqualified. A bidder shall be

deemed to have a conflict of interest affecting bidding process if a constituent of one Bidder is also a constituent of another bidder.

d) Bidder shall undertake that they have not been banned from Business, as on date of Tender submission as per following:

i) DMRC/ any other metro organisations (100% owned by govt.)/Ministry of Housing & Urban Affairs/Order of Ministry of Commerce, applicable for all Ministries must not have banned/debarred business with the tenderer/bidder (including any member in case of JV/consortium) or with/of its holding or subsidiary companies in case their financials are resorted to for the purpose of evaluation of eligibility as per Clause 3.1 to 3.9 of Chapter 3 of this tender document as on the date of tender submission. The tenderer should submit undertaking to this effect in Annexure 11A of Tender Document.

ii) Also no contract of the tenderer or with/of its holding or subsidiary companies in case their financials are resorted to for the purpose of evaluation of eligibility as per Clause 3.1 to 3.9 of Chapter 3 of this tender document executed in either individually or in a JV/Consortium, should have been rescinded/ terminated by DMRC after award during last 03 years (from the last day of the previous month of the tender submission) due to non–performance of the tenderer or any of JV/Consortium members. The tenderer should submit undertaking to this effect in Annexure 11A of Tender Document.

iii) In case at a subsequent date the successful bidder/licensee is found to have been banned for business as given above, DMRC shall be at liberty to and have full rights to cancel the allotment of license for advertising rights inside selected tunnel sections from New Delhi Metro to Malviya Nagar Metro Station of Line-2 (Yellow Line) of DMRC network and forfeit the Interest Free Security Deposit after adjusting any dues payable by the successful bidder/licensee. The tenderer/bidder should submit undertaking to this effect as per Annexure 11A of the tender document.

e) The bidders shall enclose with their application an undertaking stating/providing that all the necessary supporting documents, including duly certified audited accounts and financial statements have been provided.

1.2 DMRC shall receive Bids pursuant to this Tender Document, in accordance with the terms set forth herein and as modified, altered, amended and clarified from time to time by DMRC. Bidders shall upload their bids in accordance with such terms on or before the date specified in this document for this purpose. The Bidders are advised to visit the DMRC premises at the site and familiarise themselves with the proposed arrangements and all activities necessary in this regard.

1.3 Salient features of Bidding Process:

a) DMRC has adopted a single-stage two packet bidding process for selection of a suitable highest bidder to grant Licensing Rights for Tunnel Advertising Rights Inside selected tunnel sections of Line-2 (Yellow Line) of DMRC Network, as detailed in Annexure -1 of this document.

b) Tender Document (non-transferable) can be downloaded from the web site https://eprocure.gov.in/eprocure/app. Cost of Tender Document is Non-refundable. A Bidder is required to make the payment towards tender document cost of Rs. 23,600/- (including GST @ 18%) along with Tender Security/EMD. Tender Document cost along with Tender Security/EMD shall be submitted through RTGS, NEFT or IMPS to DMRC Ltd. for credit of the account as given in Clause 1.9 of the tender document. No other mode of payments will be accepted.

c) The Bidder shall submit along with the Bid Application, tender document cost along with Bid Security/EMD as mentioned herein under. The Tender Document Cost and Bid Security/EMD for the tender is as under:-

S/N	Details of the Section	Metro Stations	Cost of Tender Document (INR)	Bid Security/Earnest Money Deposit
1.	**Line-2 (Yellow Line)**	**From New Delhi to Malviya Nagar Metro stations**	**Rs. 23,600/-**	**Rs. 15,15,000/-**

The details of bank account of DMRC for payment of tender cost along with Tender Security/EMDare mentioned in clause 1.9 of NIT. The offer/bid of a bidder shall be declared as ineligible and **the bid/Application shall be summarily rejected if it is not accompanied with the above bid security and tender document cost.** The bid shall be valid for a period not less than 180 days from the last date of submission of bid.

d) The payment of the tender cost is acceptable from any account. However, tenderer shall submit such transaction details along with their tender submission on e-portal. If the same transaction reference number has been submitted for more than one bid. All such bids shall be considered ineligible and summarily rejected.

e) Bidders to note that the payment of tender security shall be made from the account of bidder only, however, in case of JV / Consortium, the tender security can either be paid from JV/Consortium account or one of the constituent members of JV / Consortium.

If tender security has been made from other than the account mentioned above, same shall not be accepted and all such bids shall be considered ineligible and summarily rejected.

f) Submission of the tender cost and bid security/EMD should match with the details of the uploaded documents. The bidder will be required to upload scanned copies of transaction of payment of tender cost along with Tender Security/EMDat the time of bid submission including e-receipt (clearly indicating the UTR No. and tender ref no. i.e. DMRC/PB/42220001/TA must be entered in remarks at the time of online transaction of payment, failing which payment may not be considered) to be uploaded in online bid submission. No copies of transaction of payment are required to be sent to the office of DMRC.

g) To avoid any discrepancies in reconciliation of GST, the tender cost may be submitted by separate RTGS/ NEFT/IMPS. The tender no. and name of the tender should be mentioned in details while submitting payments.

The details of actual submission of the tender cost and bid security/EMD must match with the details of the uploaded documents at the time of bid submission as stated above, failing which the payment may not be considered to be uploaded in online bid submission.

h) Bidders are expected to carry out extensive survey of DMRC premises and analysis at their own cost, before submitting their respective Bids for award of the License Agreement. DMRC shall provide necessary permission and assistance to the prospective Bidders in this regard.

Bidders shall have to bid for the full/complete list of metro stations/tunnel sections on Line-2, offered for tunnel advertisement spaces in this tender as per Annexure-1 along with/after submitting tender cost and bid security/Earnest Money Deposit. No partial surrender of any site/location/section shall be allowed during the contract period. Contract for tunnel advertisement rights inside selected tunnel sections of Line-2 (Yellow Line) of DMRC network with minimum chargeable/offered area as detailed at Annexure-1 of this tender document, shall be awarded to the bidder as per the H-1 rate received and accepted by DMRC. In case two or more bids are of the same rates and are highest bids, then, the bidder whose turnover is higher in last three financial years will be selected. However, DMRC's decision shall be binding and final.

i) Schedule of Bidding Process for tender:

1.	Cost of Tender Document (Non-Refundable)	**Rs. 23,600/-** (Rs. 20,000/- + 18% GST) The Cost of Tender Document shall be accepted only in the form of **RTGS/NEFT/IMPS in favour of "Delhi Metro Rail Corporation Ltd" and payable to /for credit of A/C of DMRC Ltd. with Union Bank of India, F-14/15, Connaught Place, New Delhi, IFSC code – UBIN0530786, MICR code – 110026006 A/c No. – 307801110050003**.
2.	Bid Security/ Earnest Money Deposit (EMD)	₹ 15, 15, 000/- (Rupees Fifteen Lakhs Fifteen Thousand only) to be accepted online in form of RTGS/ NEFT/ IMPS as per details mentioned in Clause 1.9.
3.	Sale of Tender Document (online only)	From 04-11-2022 to 05-12-2022 (up to 1500 hrs.) at e-tendering website: https://eprocure.gov.in/eprocure/app
4.	Pre-Bid Conference	The pre-bid meeting shall be conducted on 11-11-2022 @1100hrs at 3rd Floor, A-wing, Metro Bhawan, Barakhamba Road, New Delhi. Further, bidders are requested to send Pre-bid clarifications on the registered official email of DMRC i. e. pbtenders@dmrc.org latest by 1700 hrs. on 14.11.2022.
5.	Last Date of receiving written queries by DMRC	14/11/2022 up to 1700 hrs
6.	DMRC's response to queries latest by	21/11/2022
7.	Start Date & Time of Submission (e-tender) of Bid (online only)	22/11/2022 from 1500hrs

7.	Last Date & Time of Submission (e-tender) of Bid (online only)	05/12/2022 up to 1500hrs
8.	Date & Time of Opening of Technical Bids online	06/12/2022 at 1500hrs
9.	Validity of Bid	Up to 180 days from the last date of submission of bid.

j.) Schedule of Various Stages: The Selected Bidder shall follow the following time lines:

S. No.	Stage of Activity	Time Period
1.	Payment of Interest Free Security Deposit/ Performance Security to DMRC by Licensee.	Within 30 days of date of issue of Letter of Acceptance.
2.	Submission of required documents and drawings by the licensee.	Within 10 days of making the payments of Interest Free Security Deposit / Performance Security as per LOA.
3.	Handing over of advertisement spaces at the selected tunnel sections to the Licensee for advertisement.	Within 10 days of receiving approvals of submitted documents/drawings from DMRC.
4.	Signing of License Agreement.	Within 30 days after handing over of selected metro stations for advertisement spaces as per Annexure-1.
5.	Payment of Advance License Fee for 1st Quarter to DMRC by Licensee.	Within 180 days from the date of first handing over of the licensed space as per Annexure-1 without consideration of any interest. Delay in payment shall attract penal charges/interest @ 18% per annum as per clause 2.9 of the Draft license agreement

1.4 Addendum/Corrigendum, if any, will be placed on DMRC website only time to time. Tender Document can also be downloaded from the website *https://eprocure.gov.in/eprocure/app*and may be submitted along with document cost at the time of submission of bids. **Late / delayed bid received after the stipulated date and time of submission of tender shall be out rightly rejected.**

1.5 DMRC has adopted a single stage **two packet** Bidding Process to select a suitable highest Bidder for licensing of the aforesaid advertisement spaces.

1.6 The Bidder may obtain further information/ clarification, if any, in respect of Tender documents from the office of JGM/PB, DMRC, 3rd floor, A Wing, Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi.

1.7 The intending Bidder must be registered on e-Tendering portal *https://eprocure.gov.in/eprocure/app*. Those who are not registered on the e-Tendering portal required to be registered beforehand. After registration the Bidder

will get User Id and Password. On login, Bidder can participate in Tendering process and can witness various activities of the process.

1.8 The authorized signatory of intending Bidder, as per Power of Attorney (POA), must have valid *Class II or Class III Certificates with signing key usage* digital signature. The bid document can only be downloaded or uploaded using *Class II or Class III Certificates with signing key usage* digital signature of the authorized signatory.

1.9 Bid submissions will be made online after uploading the mandatory scanned documents towards cost of Tender documents, Bid security& other documents as stated in the Tender document. Details of bank account of DMRC for payment are as follows:

Name of Bank	Bank's Address & MICR Code	Account Name & No.	Account Type	IFSC Code
M/s Union Bank of India	Connaught Place Branch at New Delhi & MICR- 110026006	DMRC Ltd. Current A/C No. 307801110050003	Current	UBIN0530786

Moreover, the bidders are advised to make the payments preferably through the payment Portal available on DMRC's official website i.e.https://services.billdesk.com/MercOnline/web/delhi-metro/pay.

1.10 Late bids received after last date and time stipulated for submission of bid shall not be accepted under any circumstances.

1.11 DMRC reserves the right to accept or reject any or all proposals without assigning any reasons. No Bidder shall have any cause of action or claim against the DMRC for rejection of their bids.

1.12 All the uploaded files in tender submission should be named properly and arrange systematically. No special character/space should be there in the uploaded file name.

1.13 After successful completion of processing of tender, the Letter of Acceptance to the successful bidder shall be uploaded on the e-Tendering portal *https://eprocure.gov.in/eprocure/app*which can be downloaded by successful bidder.

1.14 The bidders are advised to keep in touch with e-Tendering portal *https://eprocure.gov.in/eprocure/app* and *www.delhimetrorail.com/tenders.aspx* for updates.

1.15 The bidder has to comply with rules and regulations of "Safety and Health Management Policy" of DMRC enclosed as schedule –I, (attached separately).

1.16 In case of any grievances/ complaints regarding this tender, the bidders are advised to contact:

1.) General Manager (Property Business)

DMRC, 3rd Floor, A Wing,
Metro Bhawan, Fire Brigade Lane,
Barakhamba Road, New Delhi -110001
Email Id: pbtenders@dmrc.org
Phone No: 011-23418417

2.) Chief Vigilance Officer

DMRC, 1st Floor, A Wing,
Metro Bhawan, Fire Brigade Lane,
Barakhamba Road, New Delhi -110001
Email Id: cvodmrc@gmail.com
Phone No: 011-23418406
Website: http://www.delhimetrorail.com/vigilance.aspx

General Manager/Property Business
Delhi Metro Rail Corporation Limited

DMRC

CHAPTER-2: DISCLAIMER

2.1 This Tender Document is an invitation by DMRC to the interested Bidders for participation in the e-tendering process for selection of Licensee. This Tender Document is provided with information that may be useful to bidders in making their financial offers (Bids) pursuant to this Tender Document. This Tender Document includes statements which reflect various assumptions and assessments arrived at by DMRC. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. Each Bidder should, therefore, conduct their own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this Tender Document and obtain independent advice from appropriate sources.

2.2 Information provided in this Tender Document to the Bidder(s) is on a general range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. DMRC accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

2.3 DMRC may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment, assumptions or scope contained in this Tender Document. DMRC, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Tender Document or otherwise arising in any way for participation in this Bid Stage.

2.4 The issuance of this Tender Document does not imply that DMRC is bound to select a successful Bidder or to appoint the Preferred/Selected Bidder as a Licensee, as the case may be, for the grant of License and DMRC reserves the right to reject any or all of the Bids without assigning any reason whatsoever. Bidders shall bear all costs associated with or relating to the preparation and submission of the Bid. Bidders are expected to carry out extensive study and analysis at their own cost, before submitting their respective Bids for award of the License Agreement. Any queries or request for additional information concerning this Tender Document shall be considered only if it is submitted in writing.

CHAPTER-3: ELIGIBILITY CRITERIA FOR BIDDERS

3.1 Bidders and/or their holding companies and/or other subsidiaries engaged in and conducting advertisement business and controlled by the same holding company should have prior experience of installation & operation of tunnel advertisement (full motion video in-tunnel advertising technology)(In this regard, bidder has to furnish such experience certificate for installation of tunnel advertisement in at least any three (3) tunnel sections in any Govt./Private agency during last three(3) years)and should have a minimum annual average turnover of Rs. 5.21 Crores in last 3 (three) audited financial statements/years i.e. 2019-20, 2020-21 and 2021-22 duly certified by its statutory auditor/chartered accountant under his signature along with stamp. (i.e. gross aggregate turnover of Rs. 15.63 Crores in the last three financial years stated above). Here, gross turnover shall mean turnover from **all sectors of advertisement business only**. The bidders shall upload the audited financial statements including profit and loss account for the above mentioned last three financial years, as applicable and stated above. In case of JV/Consortium, the audited reports of each relevant member of JV/Consortium for the last 3 financial years shall be submitted.

In case the audited balance sheet of the latest financial year is not yet available, then the bidder(s) is required to submit financial statements/reports for F.Y. 2018-19, 2019-20 and 2020-21along with an affidavit and a certificate from the Statutory Auditor duly certifying that the balance sheet for F.Y. 2021-22 has not been audited so far.

3.2 For the purpose of the above said eligibility criteria, turnover of the bidding entities including holding companies and or other group subsidiaries companies engaged in advertisement business and controlled by the same holding company, whether Indian or foreign would be considered.

3.3 If the bidder fulfills the eligibility criteria on account of the holding company or subsidiary company and not on its own capability, the bidder has to submit an additional Interest Free Security Deposit equivalent to 6 months of licensee fee in the form of Bank Guarantee/Demand Draft/RTGS/NEFT/IMPS. This will be in addition to the regular Interest Free Security Deposit required as per contract conditions.

3.4 In all such cases where the bidder submits the financials of its holding or other group subsidiary company for the purpose of evaluation of eligibility, the concerned holding company and/or subsidiary company shall also submit a letter of consent/undertaking for such submission of financial data for evaluation purpose and acceptance of terms and conditions of the bid document as per the prescribed format (Annexure 12(A) attached).

3.5 Bidders who opt to include and submit the turnover of its controlling company and or other group subsidiaries companies, controlled by the same holding company and which are also engaged in advertisement business for the purpose of evaluation of eligibility, they shall also submit explicit documentary evidence of controlling interest between the holding companies and its other group subsidiary companies engaged in advertisement business whose financials are submitted. **The bidder must be an Indian entity**, however the holding company or its group subsidiary company

engaged in advertisement business and whose financial are included for evaluation of eligibility may be incorporated overseas.

3.6 In case the successful bidder (H1) fails to accept the terms and conditions of the LOA and/or fails to make due payments there under, then such Bidder and/or their holding companies and/or other subsidiaries engaged in and conducting advertisement business and controlled by the same holding company and where such financials are resorted to and submitted for the purpose of evaluation of eligibility shall be banned for doing business with DMRC as per Chapter-11 of the RFP and Article-12 of DLA. The decision of DMRC in such case shall be final.

3.7 The following entities will be considered to be ineligible to participate in the tender. Bidder/SPV (either as single entity or as a member of JV/Consortium or SPV of JV/consortium/single entity) having any existing lease/license agreement of DMRC property(ies) will be considered ineligible to participate in the bid if as on last date of submission of this tender the lessee/licensee:-

a) Has any dues pending for more than 90 days..

b) Has any case wherein any licensed/leased space/premises have not yet been vacated after completion of the tenure of the lease including grace period (if any provided) or after premature termination/surrender of lease.

c) Has any case wherein the possession of any licensed/leased space/premises has not yet been taken over by them due to reasons attributable to them.

d) Has an unresolved issue of non-vacation of encroached area including encroachment of common areas/circulating area or any other space which has not been not licensed to them even after a notice has been issued to vacate.

e) Has not opened the Escrow account for the license/lease agreement(s) of DMRC in which there is a provision of opening of escrow account.

f) Has not ensured the sub lessees are making all the payment whatsoever through escrow account and does not remit all DMRC dues through said escrow account, if Escrow account is opened.

In case the bidder is DMRC's existing lessee / licensee / concessionaire for some other space licensed/leased/concessioned out by DMRC, the bidder is required to submit the details by duly filling up Annexure 11 (B)& 11 (C). In case the bidder is not an existing lessee / licensee / concessionaire of DMRC, the fact shall be clearly stated in the Annexures.

If there is any misrepresentation of facts by the bidder in their bid submission, the same will be considered as "fraudulent practice" and the bid submission for such bidders will be summarily rejected and also, further action shall be taken as per the terms of contract or other applicable laws/rules.

3.8 For the purpose of evaluation of the consortium/JV each member's contribution towards the turnover shall be considered in the same ratio of their equity participation in the consortium of JV.

Illustration: Say If 'A' and 'B' are two members of JV/Consortium. 'A' is having 70% equity holding in JV and 'B' is having 30% equity holding in JV. In such a condition,

70% of A's turnover and 30% of B's turnover will be taken for the calculation of eligibility of the JV.

3.9 The Bidder(s) shall enclose the following document(s) along with their Bid:

1. A Certificate(s) from their statutory auditors/ Charted accountant along with their Bid providing the information sought as per format given in Annexure-9.

2. Audited financial statements including Gross Annual Turnover, Balance Sheet, Profit Loss Account, etc. for immediate preceding 3 (three) completed financial years [i.e.2019-20, 2020-21 and 2021-22]. If audited financial statement for the last completed year i.e. 2021-22 is not available, the Bidder shall furnish an affidavit along with a certificate from the statutory auditor in this regard certifying that the balance sheet for the year 2021-22 has not been audited so far. In such case, the financial statements may be submitted for the year 2018-19 along with those of the year 2019-20 & 2020-21.In case Audited Balance Sheets/ financials of last 3 preceding years other than the Latest /Last financial year (2021-22) are not submitted, the Bid shall be considered as non-responsive and shall not be evaluated.

3. An undertaking stating that all the necessary supporting documents, including audited accounts and financial statements have been provided.

3.10 A stamped undertaking that:

DMRC/ any other Metro Organization (100% owned by govt.) / Ministry of Housing & Urban Affairs / Order of Ministry of Commerce, applicable for all Ministries must not have banned/debarred business with the tenderer (including any member in case of JV/consortium) or with/of its holding or subsidiary companies in case their financials are resorted to for the purpose of evaluation of eligibility as per clause 3.1 to 3.9 above as on the date of tender submission. The bidder should submit undertaking to this effect in Annexure 11 of the tender document.

Also, no contract of the bidder or with/of its holding or subsidiary companies in case their financials are resorted to for the purpose of evaluation of eligibility as per clause 3.1 to 3.9 above executed in either individually or in a JV/Consortium, should have been rescinded/terminated by DMRC after award during last 03 years (from the last day of the previous month of tender submission) due to non-performance of the bidder or any of JV/Consortium members. The bidder should submit undertaking to this effect in Annexure 11(A) of the tender document.

In case, at a subsequent date, the successful bidder/licensee is found to have been banned for business as given above, DMRC shall be at liberty to and have full rights to cancel the allotment of license for advertising rights inside the selected tunnel sections ofLine-2 (Yellow Line) of DMRC network and forfeit the Interest Free Security Deposit (IFSD) after adjusting any dues payable by the successful bidder/licensee. The bidder should submit undertaking for the above as per Annexure-11(A).

3.11 A Bidder is required to submit details as per Annexure-12(B) of RFP for refund of Tender Security, as the same has been submitted in the form of RTGS/NEFT/IMPS.

3.12 In case of mismatch in financial data in the submitted documents i.e., in Statutory Auditor certified/Charted Accountant, documents and data in the audited balance sheet, the data from the audited balance sheets shall prevail.

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CHAPTER-4: SUBMISSION OF BIDS BY BIDDERS

4.1 For participation in e-tendering process, the Bidder(s) has to be registered on e-tendering portal https://eprocure.gov.in/eprocure/app.Upon registration, they will be provided with a User ID and a system generated password enabling them to submit their Bids online using Digital System Certificate (DSC) and can witness various activities of bid process. The authorized signatory of intending Bidder, as per Power of Attorney (POA), must have valid Class-II or Class-III digital signature. The Tender Document can only be downloaded or uploaded using Class-II or Class-III digital signature of the authorized signatory. If needed prospective bidder can be imparted training on 'online tendering processes'.

4.2 The Bid should be furnished in the format at Annexure 2 to 14, clearly providing the details for fulfilling Eligibility Criteria. The Tender Documents shall be signed by the Bidder's Authorised Signatory.

4.3 Bidders are required to submit non-refundable Cost of Tender Document (as specified in Notice Inviting Tender) online along with their Bid. The Cost of Tender Document shall be accepted only in the form of **RTGS/NEFT/IMPS in favour of "Delhi Metro Rail Corporation Ltd" and payable to /for credit of A/c of DMRC Ltd. with Union Bank of India, Connaught Place Branch at New Delhi, IFSC code – UBIN0530786, MICR code – 110026006, A/c No. – 307801110050003**. The payment receipt of the tender document cost and bid security shall be submitted online at the time of bid submission. The Bids of the Bidders who fail to submit the Cost of Tender Document along with Tender Security/EMD on or before the specified date and time shall be summarily rejected.

4.4 Bid Security:

a) Bidders are required to submit refundable Bid Security as per NIT (as specified in Notice Inviting Tender) online along with their Bid. The Bid Security shall be accepted only in the form of RTGS/NEFT/IMPS in favour of **"Delhi Metro Rail Corporation Ltd" and payable to/for credit of A/c of DMRC Ltd. with Union Bank of India, Connaught Place Branch at New Delhi, IFSC code – UBIN0530786, MICR code – 110026006, A/c No. – 307801110050003**

b) Bidders who fail to submit the Bid Security online on or before the specified date and time shall be declared as ineligible and the Bid submitted by them shall be summarily rejected. The Bid shall be valid for a period not less than 180 days from bid due date.
The payment receipt of Tender Document cost and Bid Security/EMD shall be submitted online at the time of tender submission.

c) The Bid Security of unsuccessful bidders shall be refunded after award of License without considering any interest thereon. The Bid Security of the Selected Bidder shall be adjusted against the Interest Free Security Deposit/Performance Security.

d) If the selected Bidder withdraws/alter their Bid at any stage, their Bid Security shall be forfeited by DMRC.

4.5 Bid Variable: The Bidder(s) shall quote the rate of license fee in **per sqm/month** "X" for space in both words as well as figures, which shall be applicable for digital advertisement. If there is a discrepancy between words and figures, the amount in words shall prevail.

4.6 The bid shall be submitted by the bidder in two parts comprising of Technical Bid and Financial Bid. The Technical Bid shall include the details for fulfilling Eligibility criteria as laid down in this Tender Document. The Financial Bid shall include the financial offer of the Bidder in the manner prescribed in this document. Both the Technical Bid and Financial Bid shall be submitted by the Bidder on the same date and time as mentioned in the Tender Document. The offer of Bidder, who does not fulfill the Eligibility criteria, shall be summarily rejected. The Bidder shall enclose with their Bid an undertaking stating that all the necessary supporting documents, including audited accounts and financial statements, certificate(s) from their statutory auditors have been provided.

4.7 Technical Bid: The Bidder shall on or before the date and time given in the Notice Inviting Tender, upload their Tender on e-tendering portal https://eprocure.gov.in/eprocure/app. The Bidder shall ensure that a receipt is obtained for the submission of their Tender. Such receipt is being issued free of cost. The Bidder shall upload scanned copies of, subject to maximum of, following documents in Technical Bid:

i. Tender Document Cost Deposit Slip.

ii. Bid Security Submission Slip.

iii. Annexure-2 (On Official letter head of the Bidder)

iv. Annexure-3 (Financial Bid)

v. Annexure-4 (General Information of the bidder)

vi. Annexure-5 (Format for Power of Attorney for Signing of Application)

vii. Annexure-9(Certificate of Statutory Auditors/Chartered Accountant)

viii. Annexure-10 (Undertaking for downloaded tender document)

ix. Annexure-11 (A) (Undertaking of not being banned / debarred from business)

x. Annexure-11 (B) (Undertaking for Dues in Other Contracts)

xi. Annexure-11 (C) (Undertaking for Contract/s with DMRC)

xii. Annexure-12(A) (Declaration/Undertaking regarding holding/subsidiary company for resorting to & submitting financials for evaluation of eligibility).

xiii. Annexure-12(B) (Details of bank account for refund of tender security/EMD).

xiv. Annexure-13 {Undertaking for Responsibility (For Bidders)}

xv. Attested copies of Memorandum of Association and Articles of Association in case of companies or bodies corporate and copy of partnership deed in case of the Partnership Firm.

xvi. In case of JV/Consortium, Annexure-6, 7 and 8 – Consortium Agreement, Affidavit & Undertaking of responsibility.

Annexure-7 Affidavit to be submitted by all bidders.

xvii. Self attested copies of the PAN Card and GST Registration Certificate (of lead member in case of JV/Consortium).

xviii. Copies of (duly audited and certified by a Statutory Auditor) Profit and Loss Account/Balance Sheet of sole proprietor concern or a partnership firm or a company & of all members in case of JV/Consortium, Annual Report in case of a company as per the Companies Act.

xix. In addition, a declaration by the bidders, as per Annexure -10, must be submitted stating that the tender document has been downloaded from official website of e-tendering portal https://eprocure.gov.in/eprocure/appandno changes, whatsoever, have been made by the bidder. Bids received without the declaration are also liable to be rejected at any stage.

xx. Bidder is required to submit Appendix/Annexure-12B for refund of tender security, if the same has been submitted in the form of/by RTGS/NEFT/IMPS.

xxi. In case any or all of the provisions mentioned above are not applicable, the Bidder should give a NIL statement/declaration to that effect. Non submission will not be considered as exemption.

xxii. The bidders shall enclose with their application an undertaking stating/providing that all the necessary supporting documents, including duly certified audited accounts and financial statements have been provided.

4.8 Financial Bid: The bidder shall quote the Bid Variable as rate of "License Fee per sqm/month "X" for space (Area in Sqm)" in the Financial Bid form in both words as well as in figures which shall be applicable for digital advertisement

only as given in Annexure-3. If there is a discrepancy between words and figures, the amount mentioned in words shall prevail.

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

4.10 Cost of Bidding: The Bidders shall be responsible for all of the costs associated with the preparation of their Bid and their participation in the Bidding Process. DMRC shall not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

4.11 Pre-Bid Conference: The date and time for Pre-Bid conference of the Bidders has been notified in Notice Inviting Tender. During the course of Pre-Bid conference, the participants may seek clarifications and put suggestions for considerations. DMRC shall endeavor to provide clarifications and such further information as it may consider appropriate and valuable suggestions shall be deliberated upon by DMRC. DMRC's point of view/response to queries shall be uploaded on website. Please note that individual communication shall not be issued to any participant.

4.12 It shall be deemed that by submitting a Bid, the Bidder has:

a) made a complete and careful examination of the bidding documents;
b) received all relevant information from DMRC;
c) Accepted the risk of inadequacy, error or mistake in the information provided in the bidding documents or furnished by or on behalf of DMRC relating to any of the matters referred to in tender document;
d) Satisfied itself about all matters, things and information necessary and required for submitting the Bid, execution of the License Agreement and performance of all of its obligations there under;
e) Acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the bidding documents or ignorance of any of the matters hereinabove shall not be a basis for any claim for compensation, damages, claim for performance of its obligations, loss/ profits, etc. from DMRC or a ground for termination of the License Agreement by the Licensee;
f) Acknowledged that they do not have a conflict of interest with bidding process; and
g) Agreed to be bound by the undertakings provided by them under and in terms hereof.

4.13 DMRC shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to tender document or the Bidding Process, including any error or mistake therein or in any information or data given by DMRC.

4.14 Verification and Disqualification: DMRC reserves the right to verify all statements, information and documents submitted by the Bidder in response to the tender document or the Bidding Documents and the Bidder shall, when so required by DMRC, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by DMRC shall not relieve the Bidder of their obligations or liabilities hereunder nor shall it affect any rights of DMRC there under.

4.15 Amendment of Tender Document:-

a) At any time prior to the Bid due date, DMRC may for any reason, modify the Tender Document by the issuance of Addendum/Corrigendum.

b) Any addendum/corrigendum issued hereunder shall be uploaded on the DMRC official website i.e. www.delhimetrorail.com and https://eprocure.gov.in/eprocure/apponly.

c) In order to provide the Bidders a reasonable time for taking an Addendum into account or for any other reason, DMRC may, in its sole discretion, extend the Bid submission Date.

d) The Bidders are requested to be in touch with official website of DMRC i.e. www.delhimetrorail.com and https://eprocure.gov.in/eprocure/appfor all updates of the Tender Document such as addendum/corrigendum, replies to queries, postponement of Bid schedules etc. No claims or compensation shall be entertained on account of the Bidder having not read/noticed the updates, etc.

4.16 Preparation and Submission of Bids:

i. Format and Signing of Bid: The Bidder shall provide all the information sought under this Tender Document as per the format.

ii. The Bid and its copy shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder who shall also initial each page in blue ink. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialed by the person(s) who is(are) authorized to sign the Bid.

iii. The Bidder shall have to submit their Bids (Technical Bid & Financial Bid) online only in electronic format with digital signatures and after uploading the mandatory scanned documents towards cost of Tender Document, Bid Security and other documents as required in the Tender Document. The Tender Document Cost and bid security must be submitted online only in the form of **RTGS/NEFT/IMPS in favour of "Delhi Metro Rail Corporation Ltd" and payable to/for credit of A/c of DMRC Ltd. with Union Bank of India, Connaught Place Branch at New Delhi, IFSC code – UBIN0530786, MICR code – 110026006, A/c No. – 307801110050003**payable at "New Delhi" on or before the stipulated date & time (as specified in NIT).

iv. The Bidders have to produce the original documents as and when required by DMRC. The failure of the Bidder or Licensee to furnish the

said original documents will empower DMRC to summarily reject their Bid.

v. Before submission of online Bids, Bidders must ensure that scanned copies of all the necessary documents have been uploaded with the Bid.

vi. The Bidders should carefully note the following instructions:

a. The Bidders should ensure that the complete Tender Document has been downloaded.

b. The printout of Tender Documents should be taken on an 'A4' size good quality paper. The printout should be same as available on website. The print should be legible and indelible.

c. In case of any correction/addition/alteration/omission in the Tender Document, as made available by DMRC, is observed at any stage, the Bid shall be treated as non-responsive and shall be rejected out-rightly.

4.17 Late Tenders: Tenders have to be uploaded on e-tendering portal https://eprocure.gov.in/eprocure/appbeforethe due date and time of tender submission. The cost of tender document along with Tender Security/EMD shall be submitted online in the form of **RTGS/NEFT/IMPS in favour of "Delhi Metro Rail Corporation Ltd" and payable to/for credit of A/c of DMRC Ltd. with Union Bank of India, Connaught Place Branch at New Delhi, IFSC code – UBIN0530786, MICR code – 110026006, A/c No. – 307801110050003** payable at "New Delhi". It shall be the responsibility of the bidder to ensure that their bid security and cost of tender document is submitted before the schedule date and time for submission of bid. Tenders document Cost &Bid Security received after due date and time of submission of Bid shall not be accepted. DMRC will not be responsible for any delay, internet connection failure or any error in uploading the tender submission. The bidders are advised to upload their submissions well before the due date and time of tender submission to avoid any problems. DMRC shall not be responsible for undertaking for bid security and tender cost delivered in other form to any other place/person in DMRC (like DAK section/Receipt Section, etc.) DMRC may, at its sole discretion, extend the deadline for submission of tenders by issuing an amendment. In such case, all rights and obligations of DMRC and the tenderer previously subject to the original deadline will thereafter be subject to the deadline as extended. Notwithstanding anything contained in this Tender Document, DMRC reserves the right to accept or reject any Bid offer and to annul the Bidding Process and reject all Bid offers, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefore.

4.18 Applicants will not be considered if they make any false or misleading representations in statements/ attachments. If any submission is found false or misleading even at later stage (i.e., after the award of Tender) then also, DMRC may annul the award. Further, the Applicant may be blacklisted for participation in any future Tenders of DMRC. In such a case DMRC shall forfeit the Bid Security, Interest Free Security Deposit (if any) &/or any other payments made to DMRC. The Bidder are required to download the addendum, post bid queries etc. from e-Tendering portal https://eprocure.gov.in/eprocure/app.

4.19 Tenders shall not be modified or withdrawn by the bidder after the date of submission.

4.20 Confidentiality: Information relating to the examination, clarification, evaluation, and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising DMRC in relation to or matters arising out of or concerning the Bidding Process. DMRC shall treat all information, submitted as part of Bid, in confidence and shall require all those who have access to such material to treat the same in confidence. DMRC may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or DMRC or as may be required by law or in connection with any legal process.

4.21 Bids shall be received electronically only through e-tendering web portal i.e. https://eprocure.gov.in/eprocure/app. No Bids will be accepted in physical form and in case it has been submitted in physical form it shall be rejected summarily. Bids should be submitted before due date provided in the manner and form as detailed in this Bid/tender document. DMRC will not be responsible for any delay in online submission of the Bids due to any reason whatsoever. Any bid application received after due date and time as prescribed in Bid/tender document shall be summarily rejected.

DMRC

CHAPTER-5: INSTRUCTIONS FOR ONLINE BID SUBMISSION

5.1 General

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

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

5.2 REGISTRATION

a) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: https://eprocure.gov.in/eprocure/app) by clicking on the link "**Online bidder Enrollment**" on the CPP Portal which is free of charge.

b) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.

c) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.

d) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / n-Code / e-Mudhra etc.), with their profile.

e) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.

f) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

5.3 SEARCHING FOR TENDER DOCUMENTS

a) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.

b) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

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

5.4 PREPARATION OF BIDS

a) Bidder should take into account any Corrigendum / Addendum published on the tender document before submitting their bids.

b) Bidders are advised to go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

c) Bidder, in advance, should get ready the bid documents to be uploaded as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

d) To avoid the time and effort required in uploading the same set of standard documents which are required to be uploaded as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or ''Other Important Documents'' area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

5.5 SUBMISSION OF BIDS

a) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

b) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

c) Bidder has to select the payment option as "online" to pay the tender fee / EMD as applicable and enter details of the instrument.

Bidder should submit the EMD and cost of tender as per the instructions specified in the tender document. The details of the RTGS/NEFT should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected. DMRC shall not be liable for late submission.

d) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.

e) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

f) All the documents being uploaded by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys.

g) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

h) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

i) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

5.6 ASSISTANCE TO BIDDERS

i) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

ii) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

iii) For any Technical queries related to Operation of the Central Public Procurement Portal Contact at:
Mobile Numbers: 91 7878007972, 91 7878007973, 91 7574889871, 91 7574889874, 91 8826246593 Tel: The 24 x 7 Toll Free Telephonic Help Desk Number 1800 3070 2232. Other Tel: 0120-4200462, 0120-4001002. E-Mail: cppp-nic@nic.in

CHAPTER-6: EVALUATION OF BIDS

6.1 Tender Opening: Bids shall be opened online by the Tender Opening Committee of DMRC on due date and time of tender opening. The tender document cost and bid security will be checked. Tender Document details for selection of Licensee for Tunnel Advertisement Rights inside selected tunnel sections of Line-2 (Yellow Line),will be read out for the information of the representatives of Bidders. Technical bids of those Bidders who have not submitted Bid Security/EMD and/or cost of tender document shall not be opened. Tender which is accompanied by an unacceptable or fraudulent bid security shall be considered as non – compliant and shall be rejected. The Technical Bids of all the Bidders shall be opened in the presence of Bidders or their representatives who choose to attend on date & time as mentioned in the Tender Document. If such nominated date for opening of Tender is subsequently declared as a Public Holiday by DMRC, the next official working day shall be deemed as the date of opening of Technical Bids. The Tender of any Bidder who has not complied with one or more of the foregoing instructions may not be considered. The details will be read out for the information of representative of Bidders, present at the time of opening of Tender. On opening of the Tender, it will be checked if they contain Pre– Qualification, Technical & Financial Bids. Pre– Qualification & Technical bids of the Bidders not containing financial bids shall not be opened. DMRC shall prepare a record of opening of the Pre–Qualification, Technical & Financial Bids which shall include, the name of bidder and whether there is a withdrawal, substitution or modification; alternative proposals, and presence or absence of Bid Security+ Cost of tender documents. The Bidders' representatives who are present shall be requested to sign the record. The omission of a bidder's signature on the record shall not invalidate the contents and effect of the record. The Bidders name, details of the Bid security and such other details as DMRC or their authorized representative, at their discretion, may consider appropriate will be announced at the time of tender opening. The sealed financial bids will be opened on a subsequent date after evaluation of technical bids. Financial bids of only those Bidders, whose submissions are found substantially responsive and technically compliant, will be opened. The time of opening of financial bids shall be informed separately to only those bidders who have qualified during Pre– Qualification and Technical evaluation stages and bidder(s) can be present to witness opening of Financial Bids.

6.2 Evaluation of Financial Bids: DMRC shall open Financial Bids of all Bidders who have passed the Pre-Qualification eligibility criteria and are found technically eligible & qualified and have submitted substantially responsive Technical Tenders, in the presence of Bidder's representatives who choose to attend at the address, date and time informed/specified by DMRC. The financial bids of the bidders shall be opened one by one, by reading out: the name of the Bidders and whether there is a modification; the Tender Price(s), offer bid and any other details as DMRC may consider appropriate. Only Financial Bids read out and recorded during the opening of financial bids/Tenders shall be considered for evaluation. No bid shall be rejected at the opening of Price Tenders. The omission of a Bidder's signature on the record shall not invalidate the contents

and effect of the record. A copy of the record shall be distributed to all Bidders. The technically eligible bidder, who quotes the highest rate of license fee per sqm per month 'x' for the advertisement space (area in sqm), shall be treated as the highest bidder,(H-1). In case two or more bids are of the same rates and are highest bidders then Bidder whose turnover is higher (average annual turnover/gross turnover in last three financial years) will be selected. However, DMRC's decision shall be binding and final.

6.3 To facilitate evaluation of Bids, DMRC may, at its sole discretion, seek clarifications in writing from any Bidder regarding their Bid.

6.4 Selection of Bidder who qualifies the Eligibility & Financial Criteria:

a) After selection, Two Letter of Acceptance (the "LOAs") shall be issued, in duplicate, by DMRC to the Selected Bidder.

b) One copy thereof shall be returned to DMRC within seven (7) days of date of issue of LOA, duly signed with stamp as a token of unconditional acceptance and acknowledgement.

c) Schedule of Various Stages: The Selected Bidder shall follow the following time lines:

S. No.	Stage of Activity	Time Period
1.	Payment of Interest Free Security Deposit/ Performance Security to DMRC by Licensee.	Within 30 days of date of issue of Letter of Acceptance.
2.	Submission of required documents and drawings by the licensee	Within 10 days of making the payments of Interest Free Security Deposit / Performance Security as per LOA.
3.	Handing over of advertisement spaces at the selected tunnel sections to the Licensee for advertisement.	Within 10 days of receiving approvals of submitted documents/drawings from DMRC.
4.	Signing of License Agreement.	Within 30 days after handing over of selected metro stations for advertisement spaces as per Annexure-1.
5.	Commencement of License fee	Immediately after fitment period of 180 days i.e. w.e.f. 181th days from date of first handing over of the advertisement spaces as per Annexure-1.
6.	Payment of Advance License Fee for 1st Quarter to DMRC by Licensee.	Within 180 days from the date of first handing over of the licensed space as per Annexure-1 without consideration of any interest. Delay in payment shall attract penal charges/interest @ 18% per annum as per clause 2.9 of the Draft license agreement

d) In the event of the duplicate copy of the LOA, duly signed by the selected bidder as a token of unconditional acceptance of the LOA, not being received by the stipulated date by DMRC.DMRC may, unless it consents to extension of time for submission thereof, cancel the LOA and forfeit bid security and any payment made to DMRC as damages on the account of failure of the selected bidder to unconditionally accept the terms of LOA.

6.5 The selected Bidder is required to submit Interest Free Security Deposit/Performance Security within 30 (Thirty) days from the date of issuance of Letter of Acceptance (excluding the date of issue of LOA). Any request of successful Bidder for seeking any clarification/approval/document from DMRC shall be considered only after submission of requisite Interest Free Security Deposit/Performance Security. In case, the bidder fails to submit Interest Free Security Deposit/Performance Security within 30 days from date of issuance of LOA, an extended period of 30 days, i.e. upto 60 days from date of issue of LOA to make LOA payments along with penal interest for delayed payment of LOA amount payable to DMRC shall be as follows:

Days from date of issue of LOA	**Rate of penal Interest**
Up to 30 days	NIL
31st to 45th day	@ 18% per annum on balance LOA amount remaining unpaid +GST
46th to 60th day	@ 24% per annum on balance LOA amount remaining unpaid +GST

The aforementioned interest is excluding GST and shall be charged for the entire period from the date of issue of LOA and on the balance amount remaining unpaid as per the LOA.

The amount of penal interest shall be submitted in the form of RTGS/NEFT/DD/PO only, in favour of DMRC Ltd. & payable at New Delhi.

If the licensee fails to submit the required aforesaid Interest Free Security Deposit/upfront amount/any other amount required in terms and conditions of LOA, within 60 days of issue of LOA, the LOA may be cancelled and EMD and any other amount submitted may be forfeited by DMRC.

After 60days from date of issue of LOA, if Bidder fails to comply with the terms & conditions of the LOA & make due payments there under, the LOA may stand cancelled and EMD/bid security and any other amount submitted by the successful bidder may be forfeited in favour of "Delhi Metro Rail Corporation Ltd". No further request for extension in making payment of LOA amount may be considered. The bidder voluntarily and unequivocally agrees not to seek any claim, compensation, damages or any other consideration whatsoever on this account.

6.6 Selected Bidder shall sign the License Agreement within 30 days of handing over of the advertisement space at selected metro stations as indicated in Annexure-1. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the License Agreement. Payment of stamp duty for execution of license agreement, if any, shall be borne by the licensee.

6.7 The licensee shall pay Advance License Fee with GST for 1st Quarter within 180 days from the date of first handing over of licensed advertisement spaces (Annexure-1) without consideration of any interest. If the Selected Bidder fails to pay Advance License Fee for 1st Quarter within 180 days from date of first handing over of the advertisement Space, it shall be treated as non-payment of DMRC dues and action shall be taken as per ARTICLE-7 & ARTICLE-2 (Clause 2.9) of Draft License Agreement.

6.8 Notwithstanding anything contained in this Tender Document, DMRC reserves the right to accept or reject any or all Bids/offers and to annul the Bidding Process and reject all Bid offers, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reason therefore.

6.9 On receipt of full amount in accordance with the LOA and on receiving approvals of submitted documents/drawings from DMRC, DMRC shall issue a taking over notice to the successful bidder to take over the licensed advertisement spaces on the specified date within 10 (ten) days of receiving approvals of submitted documents/drawings from DMRC. If the successful bidder fails to take over the licensed advertisement spaces on the scheduled date as mentioned in the letter of intent for whatsoever reasons, the advertisement spaces shall be deemed handed over on the 10th day from the receiving approvals of submitted documents/drawings from DMRC or on the intended date of handing over whichever is earlier. If DMRC fails to hand over any part of a licensed advertisement spaces within specified period, the successful bidder voluntarily and unequivocally agrees not to seek any claim, compensation, damages or any other consideration whatsoever on this account.

CHAPTER-7: OBJECTIVES & SCOPE

7.1 Objective

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

7.2 Scope of Work

The bidder shall be allowed to install a system of digital advertising in which moving video images are shown to passengers in the metro trains on the tunnel wall of the metro section. The selected Bidder shall have the rights to design, procure/manufacture, install, manage, operate, maintain, market and sell advertising opportunities inside 4 (four) tunnel sections from New Delhi to Malviya Nagar Metro Stations) of Line-2 (Yellow Line) i.e., 2 (two) tunnel sections on Down line (from New Delhi to Malviya Nagar Metro Stations) and 2 (two) tunnel sections on UP line (from Malviya Nagar to New Delhi Metro Stations)as detailed in Annexure-1 of the RFP document subject to the terms and conditions specified in the License Agreement. The allotment of 4 (four) tunnel sections shall be done based on review of the submitted documents/drawings from the successful bidder and necessary approvals from the concerned departments of DMRC. The Licensee shall be responsible for the following activities:-

The details of the minimum chargeable inventory/area inside selected tunnel sections of Line-2 (Yellow Line) from New Delhi to Malviya Nagar Metro stations shall be as per Annexure-1.

a) The Licensee shall have to display advertisements provided by DMRC on 5% monthly average run time of the total monthly advertisement run time at each selected tunnel section for carrying out DMRC's campaigns, social activities, social messages by DMRC, in consonance with its extant CSR policy. Cost for designing the advertisement with regard to social marketing activities or social messages shall be borne by DMRC.

In case some of the advertising panels/spaces are left out / opted out by the licensee at the tunnel sections, 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/spaces. Cost for designing advertisements with regard to social marketing activities or social messages shall be borne by DMRC.

b) The advertiser/Licensee shall provide the advertisement as per their requirement, subsequent to the prior approval of DMRC, as stipulated. However, at no point in time during the whole currency of the contract, the advertiser/licensee shall be allowed to change the allotted section apart from non-feasibility on operational grounds by DMRC.

c) This contract is for total inventory/LDUs installed between the tunnel sections, which may be more than the minimum offered/chargeable area between each selected tunnel sections as per Annexure-1 or utilized by the licensee whichever is higher. Licensee shall be submitting a list of proposed inventory (consisting of minimum chargeable area offered as per Annexure-1along with any additional area that the licensee wishes to utilize during the tenure of the contract). The maximum area available for advertisements inside each tunnel sections shall be decided by DMRC as per operational and structural constraints and once 4 (four) tunnel sections are allotted subject to feasibility from concerned departments, the remaining tunnel sections shall be utilized by DMRC for future tenders and subsequently the successful bidder shall have no claim whatsoever against tunnel sections other than that of the allotted sections. The Licensee shall accordingly propose their advertisement plans for prior approval by DMRC. Any additional area, over & above the minimum chargeable area at each selected tunnel section as per Annexure-1, shall be charged on pro rata basis at the applicable/prevailing rate of License Fee per sqm per month. Notwithstanding the proposed inventory as per Annexure-1 as mentioned above, licensee may apply for any additional tunnel section in addition to proposed minimum chargeable inventory (4 tunnel sections) as detailed in Annexure-1 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/LDUs at the tunnel section shall be installed 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 180 days, any installed advertisement space even if more than proposed/approved inventory of the Licensee should be left blank or unattended and should be used for the display of the messages provided by DMRC. For the intervening time, when licensee is not fully utilizing the same, it shall not bear a barren, deserted & shabby look; and presents any safety hazard to the trains/structure.

Preparation of an advertising plan for each tunnel section which must clearly earmark exact locations and design of tunnel advertisement system 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.

d) If the licensee is not able to utilize installed digital displays/LDUs, licensee shall display DMRC message(s) on un-displayed advertisement space 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/advertisement after the fitment period of 180 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.

e) Preparation of an advertising plan for each tunnel section 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.

f) Procurement, fabrication, installation & erection of advertising units. Advertisement inventory shall include spaces inside selected tunnel sections only and no advertisement shall be allowed inside/outside the metro stations. Advertisement spaces inside selected tunnel section shall be LED Display unit (LDU) to advertise the e-commerce activities for generating business opportunities through on-line/off-line shopping or to advertise any other activities except advertisements as mentioned in clause 3.9 (m) of DLA. The minimum chargeable area at each tunnel section shall be as per Annexure-1. The maximum area available for advertisements at each tunnel section shall be decided by DMRC as per train operation/structure constraints present. Licensee shall accordingly prepare the plan for approval of DMRC. The area of jurisdiction at each tunnel section shall be decided by DMRC and in case of any dispute regarding the area of tunnel and station, the decision of DMRC shall be final and binding.

g) Appoint an architect/engineer to interact with nodal DMRC representative to bring clarity in understanding of spaces, to coordinate and implement decisions taken.

h) Operate, manage and maintain the entire advertisement plans.

i) Management of sales & marketing of the advertising within tunnel sections including providing adequate professionally trained manpower.

j) Design of themes depicting Delhi culture and its natural beauty and Delhi tourism for display at the advertising sites as per the tender conditions.

k) Promote DMRC amongst India's top three Destination Brands for Advertising.

l) Obtain all approvals, permits, etc. from all competent authorities including different tiers of government, statutory, local, Civic Authorities, etc. at their own cost.

m) Comply with all statutory requirements in connection with License Agreement.

n) Ensure regular and timely payments of all amounts due to DMRC and discharge all obligations as per License Agreement.

o) 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.

p) At present, DMRC is not liable to share its revenue generated from advertisements inside DMRC tunnel sections with local bodies including MCD, etc. However, if DMRC becomes liable to share such revenue with local bodies from advertisements Inside Selected tunnel sections 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.

q) All the advertisement sites and formats proposed by the licensee are subject to prior approval by DMRC with regard to operational feasibility, aesthetics, safety & security concerns. Licensee shall prepare the plans accordingly for approval of DMRC & shall properly maintain the panels with advertisement displays.

7.3 Route/Section Available for Advertisement Rights inside selected tunnel sections of line-2:

Selected Tunnel sections as per Annexure-1 on Line-2 (YELLOW Line) of DMRC network from New Delhi to Malviya Nagar metro stations as per annexure-I are proposed to be given for Tunnel Advertisement Rights.

Once selected tunnel sections are allotted subject to feasibility from concerned departments, the remaining tunnel sections shall be utilized by DMRC for future tenders and subsequently the successful bidder shall have no claim whatsoever against tunnel sections other than that of the allotted sections.

7.4 Exception to Exclusivity:

a) 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.

b) 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.

c) DMRC shall normally not interfere with the approved/installed advertisement display of the licensee.

d) Exclusive rights for tunnel advertisement shall be granted only for the allotted section and once the tunnel section is allotted subject to necessary feasibility, the successful bidder would have no claim whatsoever either for the remaining available tunnel sections or inside metro stations proposed for indoor advertisement which can be utilized by DMRC for future tenders.

DMRC

CHAPTER-8: TERMS AND CONDITIONS

8.1 TENURE OF LICENSE

a) Tenure of the License Agreement shall be 9 (Nine) 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. On receipt of full amount in accordance with the LOA and on receiving approvals of submitted documents/drawings from DMRC, DMRC shall issue a taking over notice to the successful bidder to take over the licensed advertisement spaces on the specified date within 10 (ten) days of receiving approvals of submitted documents/drawings from DMRC. If the successful bidder fails to take over the licensed advertisement spaces on the scheduled date as mentioned in the letter of intent for whatsoever reasons, the advertisement spaces shall be deemed handed over on the 10th day from the receiving approvals of submitted documents/drawings from DMRC or on the intended date of handing over whichever is earlier. If DMRC fails to hand over any part of a licensed advertisement spaces within specified period, the successful bidder voluntarily and unequivocally agrees not to seek any claim, compensation, damages or any other consideration whatsoever on this account. The tenure of License Agreement shall commence from the date of handover or deemed handover whichever is earlier of first lot of advertisement spaces/areas at the selected tunnel sections of Line-2 (Yellow Line) as mentioned in Annexure-1. The license period for any additional advertisement space inside the tunnel section handed over/allotted during the currency of the contract including minimum area mentioned in Annexure-1 will also be co-terminus with original license period of this License Agreement.

There shall be a fitment period of 180 days from the date of first handing over of advertisement spaces as per Annexure-1. The license fee shall commence immediately after expiry of the fitment period of 180 days i.e., from the 181st day from the date of first handing over or deemed handover whichever is earlier of advertisement area/spaces at stations/tunnel sections as per Annexure-1.

b) There shall be a lock in period of two (2) years from the date of commencement of the License Period.

c) If the Licensee is desirous to surrender the license hereby created before expiry of the lock-in period of 2 years, the License Agreement shall 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 also be recoverable from the licensee before licensee is permitted to remove their establishment(s) or else DMRC will seize

their property treating as'0'/NIL value. DMRC shall be free to dispose-off the seized property / goods in whatsoever manner as it deems fit. Licensee shall have no claim for compensation or consideration / damages in this regard.

d) The Licensee shall have an option to exit from the License Agreement immediately after completion of lock-in period of 2 years. For this, the licensee shall give 180 days prior intimation to DMRC which can be given before completion of defined lock-in period of 2 years e.g. (In case lock-in period is of 2 years, prior intimation can be given after 1½ years). However, option to exit will be available only after two years. In such a case, balance Interest Free Security Deposit/ Performance Security of the Licensee shall be refunded after adjusting the outstanding dues, if any, payable on the part of Licensee. DMRC may also recover the balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Security, from the other contracts of licensee in DMRC. Balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Security, shall also be recoverable from the licensee before licensee is permitted to remove their establishment(s) or else DMRC will seize their property treating as '0'/NIL value. DMRC shall be free to dispose-off the seized property / goods in whatsoever manner as it deems fit. Licensee shall have no claim for compensation or consideration / damages in this regard.

e) If the Licensee is desirous of terminating the license after expiry of specified lock-in period but without serving any prior intimation period or shorter intimation period than 180 days, the agreement shall deemed to be terminated on completion of such improper/short intimation period. In such cases, the Interest Free Security Deposit/ Performance Security shall be refunded to the Licensee after adjustment of license fee for period shorter than 180 days (notice period) and outstanding dues, if any. DMRC may also recover the balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Security, from the other contracts of licensee in DMRC. Balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Security, shall also be recoverable from the licensee before licensee is permitted to remove their establishment(s) or else DMRC will seize their property treating as'0'/NIL value. DMRC shall be free to dispose-off the property / goods in whatsoever manner as it deems fit. Licensee shall have no claim for compensation or consideration/damages in this regard.

f) In case of successful completion of the full term of the License period i.e. Nine (9) Years of License Agreement, Interest Free Security Deposit/Performance Security of the Licensee shall be refunded after adjusting the outstanding dues, if any payable to DMRC by the Licensee. If balance outstanding dues are more than Interest Free Security Deposit/Performance Security, they shall also be recoverable from the licensee before licensee is permitted to remove their establishment(s) or else DMRC will seize their property treating as '0'/NIL value. DMRC may also dispose of the same in any manner as deemed fit without reference or notice to the Licensee. DMRC reserves it right to recover the balance outstanding dues from the other contracts of licensee in DMRC.

8.2 TAXES AND OTHER STATUTORY DUES

a) All other statutory taxes, statutory dues, local levies, GST, etc. as applicable shall be charged extra and shall be remitted along with the License Fee for onward remittance to the Government. The Selected Bidder 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 rates of GST shall also be applicable.

b) Payment of stamp duty for execution of license agreement shall be borne by Selected Bidder.

c) Taxes/Municipal Taxes, if any, shall be solely borne by Selected Bidder.

d) The Selected Bidder 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 Selected Bidder.

e) 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.

f) Advertisements pertaining to achievements by different Governments, their Departments, Ministries, Government Undertaking, other Authorities or Political Parties shall be permitted. **However, no advertisement of any political party, person etc. violating "Model Code of Conduct" shall be allowed during the period whereby "Model Code of Conduct" has been enforced by Election Commission**.

g) Any type of audio advertisement shall not be allowed.

8.3 Interest Free Security Deposit/ Performance Security:

a) The selected Bidder/Licensee shall submit & pay Interest Free Security Deposit/Performance Security to DMRC equivalent to half yearly (6 months) License Fee based on the minimum chargeable area mentioned in Annexure-1 as per existing/prevailing rate of license fee applicable as on date of its submission.

b) The selected Bidder shall deposit & pay to DMRC minimum 25% of Interest Free Security Deposit/Performance Security in the form of DD/PO in favor of DMRC Ltd and 75% or remaining amount of Interest Free Security Deposit/Performance Security shall be paid in form of Bank Guarantee/PO/DD. Interest Free Security Deposit/Performance Security up to Rs. 10.00 lakhs shall be paid in the form of DD/PO only. The DD/PO shall be payable in Delhi & drawn on a scheduled commercial bank.

c) The IFSD shall be payable as follows:

(i) 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.

(ii) 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 of the said bank located in Delhi. The Bank Guarantee shall be valid for at least three years and shall be extended and renewed further for at least three 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 further, 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 prior notice to the Licensee.

d) 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.

e) The Bank Guarantee issuing bank as defined in clause no. 8.3 (c) (ii) 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 at present:

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

f) **The License Fee, other recurring charges if any, and the Interest Free Security Deposit/ Performance Security shall be escalated and increased by 20% on completion of every 3 (three) 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 3 years of License Period. This may be read in conjunction with the Clause 3.9 (g) of DLA regarding Additional Area.**

g) Interest Free Security Deposit/ Performance Security shall remain constant for a variation in area up to (+/-) 10% of the initial tendered area / minimum chargeable area as per annexure-1. However, in case of variation in area more than (+/-) 10% from the initial tendered area / minimum chargeable area as per Annexure-1then Interest Free Security Deposit/ Performance Security shall be updated/adjusted on pro-rata basis.

8.4 Creativity and New Media

Licensee shall be at liberty to choose the media design, 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 Draft License Agreement. Licensee may utilize state of art technology prevalent globally.

a) The licensee shall be allowed advertisement only through digital display (LED Display units) **(without audio)**. The bidder shall be allowed to install a system of digital advertising in which moving video images are shown to passing passengers in the metro trains on a tunnel wall of the metro section. Minimum area for which license fee shall be charged shall be as per Annexure-1 of this tender document for each tunnel section handed over for advertisement rights. Even if the licensee does not utilises this minimum area mentioned in the Annexure, license fee and other dues shall be charged for this said minimum area.

b) The rate of License Fees to be charged for advertisement at the stations is as under:

Rate structure	Type of Advertisement Display	Rate of Licence fee in Rs. per Sqm/ Month
R1	Digital advertisement Display in the form of LED Display units (LDU) etc.	"X" as bid & accepted by DMRC subsequent to Bidding process + GST as applicable (presently @18%)

c) The total chargeable area would be from 1st LDU to last LDU in each allotted tunnel section.

8.5Factors 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 advertiser is prohibited from carrying information or graphic or other items relating to alcohol and tobacco products.

b) The advertiser 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 advertisement is 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 of 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. It should be ensured that all political parties and candidates get equitable opportunities to have access to such advertisement spaces for election related advertisement during election period and such spaces should not be dominated/monopolized by any particular party(ies) or candidate(s). Fair and equal opportunity has to be given to all parties / candidates.

f) Station naming and Co-branding shall not be allowed.

g) **Any type audio advertisement 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.

i) All advertisement/creative must be approved by DMRC before display in metro premises.

j) **Negative list of Advertisements:** the licensee shall take into account that the following types of advertisements are strictly prohibited:

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

8.7 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

Licensee conforming to the following minimum specifications or its equivalent:

a) LVD- EN 60950-1
b) EMC- EN 55032/EN 55024/EN 61000-3-2/EN 61000-3-3
c) RoHS- EN 50581/IEC 62321-3-1
d) FCC Part 15 Subpart B ICES-003 – ANSI C63.4
e) IP65- IEC 60529
f) Photobiological Safety- IEC 62471:2006 + EN 62471:2008
g) The quality of the display to the passengers on the train must be of high quality to provide the attention-grabbing impact required by the Advertisers.
h) The tunnel equipment must be an all-metal design with all cables used being non-halogenated fire rated types. Furthermore, cables are to be installed in flexible steel conduit.
i) Frame work –SS 304
j) Backing sheet of G.I.
k) Internal cables of Fire Retardant Low Smoke type (FRLS) for Elevated & (FRLSZH) for U/G as specified in Electrical Procedure Order.
l) TL tubes for back lighting/illumination with electronic ballast.
m) Polycarbonate sheet as cover of GE make or equivalent.
n) Advertising media to be made from Fire Retardant, Low Smoke & Zero Halogen material.
o) In order to have energy conservation, LED or any other energy saving devices confirming to BEE standards should be used at the advertisement sites. For existing sites, the conservation of energy saving devices may also be carried out.

8.8 The advertising media should be of fire retardant, low smoke and comply with all Indian and International Standards. The licensee has to comply with rules and regulations of the "Safety and Health Management Policy of DMRC enclosed separately.

CHAPTER-9 FRAUD AND CORRUPT PRACTICES

9.1. Bidders and their respective officers, employees, agents and advisers shall observe highest standard of ethics during Bidding Process and subsequent to issue of LOA and during subsistence of License Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the License Agreement, DMRC may reject a Bid, withdraw the LOA, or terminate the License Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Licensee, as the case may be, if it determines that the Bidder or Licensee, as the case may be, has directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, DMRC shall be entitled to forfeit and appropriate Interest Free Security Deposit / Performance Security and advance License Fee received as the case may be, as Damages, without prejudice to any other right or remedy available to DMRC under Bidding Documents and/ or License Agreement, or otherwise.

9.2. Without prejudice to the rights of DMRC under Clause 9.1 hereinabove and the rights and remedies which DMRC may have under the LOA or the License Agreement, or otherwise if a Bidder or Licensee, as the case may be, is found by DMRC to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the License Agreement, such Bidder or Licensee shall not be eligible to participate in any tender or RFP issued by DMRC during a period of 2 (two) years from the date such Bidder is found by DMRC to have engaged, directly or indirectly, in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

9.3. For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:

(a) "Corrupt practice" means offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence actions of any person connected with Bidding Process.

(b) "Fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;

(c) "Coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process;

(d) "Undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by DMRC with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and

(e) "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of

restricting or manipulating a full and fair competition in the Bidding Process.

9.4. DMRC reserves the right to reject any Bid and appropriate the Bid Security if:

(a) At any time, a material misrepresentation is made or uncovered, or

(b) The Bidder does not provide, within the time specified by DMRC, the supplemental information sought by DMRC for evaluation of the Bid.
Such misrepresentation/ improper response shall lead to the disqualification of the Bidder.

9.5. In case it is found during the evaluation or at any time before signing of the License Agreement or after its execution and during the period of subsistence thereof, including the License thereby granted by DMRC, that one or more of the Eligibility criteria have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Licensee either by issue of the LOA or entering into of the License Agreement, and if the Selected Bidder has already been issued the LOA or has entered into the License Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by DMRC to the Selected Bidder or the Licensee, as the case may be, without DMRC being liable in any manner whatsoever to the Selected Bidder or Licensee. In such an event, DMRC shall be entitled to forfeit and appropriate the Bid Security and Interest Free Security Deposit / Performance Security and advance License fee received if any, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to DMRC under the Bidding Documents and/ or the License Agreement, or otherwise.

CHAPTER-10: MISCELLANEOUS

10.1 The Bidding Process shall be governed by and construed in accordance with the laws of India and the Courts at New Delhi shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process. Even in such cases where DMRC asks for additional information from any bidder, the same cannot be adduced as a reason for citing any dispute.

10.2 During License period, all disputes between the successful bidder and DMRC shall be settled as per the Dispute Resolution procedure elaborated in the Draft License Agreement (Article 8 of Annexure-14) after signing the License Agreement.

10.3 DMRC, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;

- **a)** suspend and/or cancel the Bidding Process and/or amend and/or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
- **b)** consult with any Bidder in order to receive clarification or further information;
- **c)** retain any information and/or evidence submitted to DMRC by, on behalf of, and/ or in relation to any Bidder; and/or
- **d)** Independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder.

10.4 It shall be deemed that by submitting the Bid, the Bidder agrees and releases DMRC, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or in future.

10.5 The Tender Document is to be taken as mutually explanatory and supplementary to the draft license agreement and, unless otherwise expressly provided elsewhere in this tender document, in the event of any conflict between them, the priority shall be in the following order:

- **a)** License Agreement
- **b)** Letter of Acceptance
- **c)** Reply to pre-bid Query & any Addendum or Corrigendum. i.e., the License Agreement above shall prevail over LOA & Tender Document.
- **d)** Tender Document including RFP, DLA.

CHAPTER: 11:-BANNING POLICY

11.1 DMRC reserves its right to Suspend or Ban Business Dealings with any Agency/Licensee, if such Agency/Licensee is found to have committed misconduct or fraud or any of its action(s) fall into any such categories

11.2 PROVISION FOR ACTION AGAINST ERRING / DEFAULTING AGENCIES:

Action against erring and defaulting agencies like Bidder, Contractor, Supplier, Vendor, Service provider etc. can be taken generally under following two heads:

a) Suspension of Business Dealings: Suspension of Business Dealings with an Agency/Licensee on the grounds mentioned in Clause 11.3 below may be ordered by the Competent Authority pending full enquiry into the allegations in extreme / exceptional cases, if there is gross and blatant violation of the provisions of this Suspension/ Banning policy by the Agency and it is considered not desirable to continue business with the Agency.

b) Banning of Business Dealings: Banning of Business Dealings can be initiated on the grounds mentioned in Clause 11.3 below. However, in the following cases Banning shall be ordered without following the procedure of Suspension / Banning.

i) If Business Dealings with the Agency have been banned by the Ministry of Housing and Urban Affairs or Ministry of Commerce and Industry (which is applicable to all Ministries) and the ban is still in force.

ii) In case award of contract is annulled due to non-submission of the requisite Performance Security. The agency shall be debarred from participating in any tender for a period of one year from the date of annulment of issue of Letter of Acceptance (LOA).

iii) In case of the Agency who has been exempted from depositing the Tender Cost being Micro & Small Enterprise, and;

(a) withdraws his Tender during the period of Tender validity; or

(b) becomes the successful bidder, but fails to commence the work (for whatsoever reasons) as per terms & conditions of Tender; or

(c) refuses or neglects to execute the Contract; or

(d) Fails to furnish the required Performance Security within the specified time.

The Agency shall be debarred from participating in tenders for a period of 1 year from the date of discharge of tender/date of cancellation of LOA/ annulment of award of contract as the case may be.

11.3 GROUNDS ON WHICH SUSPENSION / BANNING OF BUSINESS DEALINGS OF AGENCIES CAN BE INITIATED:

Some of the grounds on which the Agencies can be Suspended / Banned for Business Dealings are indicated below. The list is suggestive and is not exhaustive. The

Competent Authority may decide to Ban Business Dealings for any good and sufficient reason.

a) If it is established that the Agency has resorted to corrupt, fraudulent, collusive and coercive practices.

b) If the Agency uses intimidation/ threatening or brings undue outside pressure on the DMRC or its official in acceptance / performance of the Work/ Stores under the Contract.

c) If prima - facie case is made out that the Firm is guilty of criminal negligence or an offence involving moral turpitude in relation to Business Dealing, which if established, may result in Business Dealing with it, being banned.

d) If failure of a structure (permanent/ temporary) / part of a structure (permanent/ temporary) / major failure of equipment, is caused during erection or execution of Contract or during defect liability period due to negligence of Contractor/ Agency or engineering deficiency or inferior quality of execution or design deficiency or poor quality of execution.

e) If failure of a structure / part of a structure / major failure of equipment, is caused after defect liability period but due to engineering deficiency or inferior quality of execution or design deficiency or poor quality of execution by the Agency.

f) If an Agency submits false declarations regarding local content in the Bid to avail purchase preference in terms of provision of public procurement.

11.4 PERIOD FOR BANNING:

The period of Banning shall be for a period from 1(one) year to 3 (three) years from the date specified in Banning Order depending upon the gravity of the default. The Banning period will be inclusive of period of Suspension if imposed on the Agency/Licensee. The period of banning can exceed 3 years but not more than five years in extreme specific cases to safeguard the interest of DMRC.

Annexure-1

DETAILS OF TUNNEL SECTIONS OFFERED FOR LICENSING ON LINE-2 OF DMRC NETWORK

Minimum Chargeable area inside tunnels for awarding tunnel advertising rights on Line-2(Yellow Line) of DMRC Network.

Successful bidder is to be charged for the higher of the following, i.e., minimum chargeable area offered above, whether fully utilized or not or the actual utilized area.
Jurisdiction of an advertisement site, whether falling inside or outside tunnel, shall be decided by DMRC. Successful bidder shall be allowed to advertise inside selected 4 (four) tunnel section i.e., 2 (two) tunnel section on Down line (New Delhi to Malviya Nagar) and 2 (two) tunnel section on UP line (Malviya Nagar to New Delhi) at any given point of time subject to approval from DMRC.

S.No.	Line	Section offered		Total Area (in sqm)
		Down Line	UP Line	
1.	2	New Delhi to Rajiv Chowk	Malviya Nagar to Hauz Khas	**250 sqm** (Area offered in single tunnel section) * **2** (tunnels) *__2__ (Up and Down line) = **1000 sqm**
2.	2	Rajiv Chowk to Patel Chowk	Hauz Khas to Green Park	
3.	2	Patel Chowk to Central Secretariat	Green Park to AIIMS	
4.	2	Central Secretariat to Udyog Bhawan	AIIMS to DilliHaat-INA	
5.	2	Udyog Bhawan to Lok Kalyan Marg	Dilli Haat-INA to Jor Bagh	
6.	2	Lok Kalyan Marg to Jor Bagh	Jor Bagh to Lok Kalyan Marg	
7.	2	Jor Bagh to Dilli Haat-INA	Lok Kalyan Marg to Udyog Bhawan	
8.	2	Dilli Haat-INA to AIIMS	Udyog Bhawan to Central Secretariat	
9.	2	AIIMS to Green Park	Central Secretariat to Patel Chowk	
10.	2	Green Park to Hauz Khas	Patel Chowk to Rajiv Chowk	
11.	2	Hauz Khas to Malviya Nagar	Rajiv Chowk New Delhi	

Note:

1. The offered area would be calculated from 1st LDU to Last LDU of each tunnel section.

2. Minimum chargeable area may increase or decrease as per feasibility of installation of tunnel advertising systems and approval from DMRC.

Annexure-2

LETTER OF APPLICATION & INTEREST

(To be submitted (duly signed) by the Bidder or Authorized Signatory on Letter Head)

To

General Manager/Property Business,
3rd Floor, 'A'Wing, Metro Bhawan,
Fire Brigade Lane, Barakhambha Road,
New Delhi-110 001

Sub: -"Tender for Licensing out Advertisement Rights inside selected tunnel sections of Line-2 (Yellow Line) of DMRC Network."

Dear Sir,

I / We understand: -

1.0 That this tender is to License out Advertisement Rights inside selected tunnel sections of Line-2 (Yellow Line) of DMRC Network.

2.0 That the Advertisement Rights inside selected tunnel sections of Line-2 (Yellow Line) of DMRC Network

3.0 That the Terms and Conditions governing the Tender to license out Advertisement Rights on inside selected tunnel sections and hereby agree to abide the same.

4.0 Agree to submit one LOA as a token of unconditional acceptance within 7 (Seven) days from the date of issue of LOA.

5.0 To deposit the first advance quarterly license fee within 180 (One eighty) days from the date of handover of the first lot of stations as mentioned in Annexure-1.

6.0 To deposit the requisite Interest Free Security Deposit/Performance Security to DMRC equivalent to half yearly (6 months) License Fee based on area mentioned in Annexure-1 and existing rate of license fee applicable as on date of its submission.

7.0 The selected Bidder shall deposit minimum 25% of Interest Free Security Deposit/Performance Security in the form of DD/PO in favor of DMRC Ltd. and remaining 75% or remaining amount of Interest Free Security Deposit/Performance Security in form of Bank Guarantee/PO/DD. Interest Free Security Deposit/Performance Security up to Rs. 10.00 lakh shall be paid in the form of DD/PO only.

Irrevocable Bank Guarantee in the prescribed format (Annexure-III) issued by the State Bank of India or any other Nationalized Bank or other Scheduled Commercial Banks, acceptable to DMRC from/ with branches located in Delhi. The Bank Guarantee shall be valid at least for three years and shall be renewed before expiry of earlier Bank Guarantee, failing which the previous Bank Guarantee shall be en-cashed by DMRC without any prior intimation. 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 en-cashed by DMRC.

8.0 That the Tender Security/Bid Security of the successful Bidder shall be adjusted against the Interest Free Security Deposit.

9.0 That the License Fee shall commence from the 181th day (on expiry of fitment period) of handing over of the first lot of advertisement area as per Annexure-1.

10.0 To sign the License Agreement within the prescribed time or on date as indicated by the authorized representative of DMRC, failing which, DMRC may deem that Bidder are not interested in the offer and forfeit all payments made in favour of DMRC. Bidder hereby voluntarily and unequivocally agree not to seek any claim,

compensation, damages or any other consideration whatsoever on account of such forfeiture and also agree not to enter into any correspondence on this account.

11.0 That the cost of Stamp Duty for execution of License Agreement, Registration Charges and any other related Legal Documentation charges/incidental charges shall be borne by us.

12.0 That all Taxes/Municipal Taxes, if any, shall be solely borne by us. GST and other taxes as applicable from time to time shall also be paid by us.

13.0 Not to seek any claim or compensation from DMRC if certain advertisements are not permitted due to local laws/civil authorities. The maintenance of all advertisement inserts will be borne by us.

14.0 And satisfied with the locations of the advertisement areas and fully understand comprehend the technical requirements. We are also fully satisfied as to the business viability of licensing the advertisement panels and shall not claim any compensation, dues or any other consideration whatsoever on this account.

15.0 And shall abide by all terms & conditions and other clauses mentioned in this TAF, and is attached herewith duly signed and stamped on each page as token of my/our voluntary and unequivocal acceptance.

16.0 To undertake not to tamper/alter/modify the document in any manner what-so ever. DMRC may reject the tender outright in case it is found at any time that the Tender Application Form has been tampered/modified/altered in any manner. DMRC reserves the right to cancel the agreement, forfeiting all amounts in case of successful Bidder and also take necessary legal action. The Bidder voluntarily and unequivocally agrees not to seek any claim, compensation, damages or any other consideration whatsoever, in case DMRC takes necessary action to reject the tender/terminate the agreement, at any time it is found that the downloaded TAF has been tampered/ altered/modified or even corrected.

Signature_____

Name of the Authorized Signatory with rubber stamp

Address: _____

Telephone No:_____

Place: _____

Dated: _____

Annexure-3

Financial Bid

Name of the Bid: Advertisement Rights inside selected tunnel sections of Line-2 (Yellow Line) of DMRC Network

Period of License: Nine (9) years with a lock in period of Two (2) years

The Financial Bid is need to be filled in the Bill of Quantity (BOQ) format available on:

https://eprocure.gov.in/eprocure/app.

DMRC

Annexure-4

GENERAL INFORMATION OF THE BIDDER

(On letter head by Each member in case of JV / Consortium)

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

2. Details of individual(s) who will serve as the point of contact/communication for DMRC within the Company:
   (a) Name :
   (b) Designation :
   (c) Company :
   (d) Address :
   (e) Telephone/Mobile Number :
   (f) Fax Number :
   (g) E-Mail Address :

3. In case of Consortium:
   (a) The information above (1 & 2) should be provided for all the members of the consortium.
   (b) Information regarding the role of each member should be provided:

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

Signed
(Name of the Authorized Signatory)
For and on behalf of
(Name of the Bidder / Lead Member)
Designation :
Place :
Date :

Annexure-5

FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF APPLICATION& SUBMISSION OF BID

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

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

For

_____

Accepted

_____ (signature)

(Name, Title and Address) of the Attorney

Note: -

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

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

Annexure-6

CONSORTIUM AGREEMENT/MEMORANDUM OF AGREEMENT
(Duly Stamped as on Agreement)

This Consortium Agreement/Memorandum of Agreement is executed at New Delhi on this _____ day of _____, 2022

BETWEEN

M/s _____, a Company incorporated under the Companies Act, 1956 (further amended in 2013) and having its Registered Office at _____ acting through its _____ duly authorized by a resolution of the Board of Directors dated _____ (hereinafter referred to as the 'LEAD MEMBER' which expression unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in interest, legal representatives, administrators, nominees and assigns) of the ONE Part;

AND

M/s _____, a Company incorporated under the Companies Act, 1956 (further amended in 2013) and having its Registered Office at _____ and acting through its _____, duly authorized by a resolution of the Board of Directors dated _____ (hereinafter referred to as the ('Participant member') which expression unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in interest, legal representatives, administrators, nominees and assigns) of the OTHER/SECOND PART

AND

M/s _____, a Company incorporated under the Companies Act, 1956 (further amended in 2013) and having its Registered Office at _____ and acting through its _____, duly authorized by a resolution of the Board of Directors dated _____ (hereinafter referred to as the ('Participant member') which expression unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in interest, legal representatives, administrators, nominees and assigns) of the THIRD PART]

Whereas Delhi Metro Rail Corporation Limited (hereinafter referred to as 'DMRC') has invited Tenders to License out Advertisement Rights inside selected tunnel sections of Line-2 (Yellow Line) of DMRC Network and whereas the parties hereto have discussed and agreed to form a Consortium for participating in the aforesaid application and have decided to deduce the agreed terms to writing.

NOW THIS CONSORTIUM AGREEMENT/MEMORANDUM OF AGREEMENT HEREBY WITNESSES:

1. That in the premises contained herein the Lead Member and the Participant Member(s) having decided to pool their technical know-how, working

experiences and financial resources, have formed themselves into a Consortium to participate in this DMRC's tender.

2. That the members of the Consortium have represented and assured each other that they shall abide by and be bound by the terms and conditions stipulated by DMRC for the tender.
3. That the Consortium has agreed to nominate _____ as the common representative who shall be authorized to represent the Consortium for all intents and purposes for dealing with DMRC and for submitting the bid as well as doing all other acts and things necessary for submission of the Tender.

4. That the share holding of the members of the Consortium for this specified purpose shall be as follows:

   (i) The Lead Member _____ shall have _____per cent (___%) of share holding with reference to the Consortium for this specified project.

   (ii) The Participant Member _____ shall have ____ (___%) of share holding with reference to the Consortium for this specified project.

   (iii) [The Participant Member _____ shall have ____ (___%) of share holding with reference to the Consortium for this specified project.]

5. That in order to fulfill the requirement of the tender process and also keep an altogether separate legal entity of the Consortium, the Members of the Consortium undertake to provide their own nominees as share holders to the extent of their respective share holding for the purpose of formation of a Special Purpose Company (SPC) through which the Consortium proposes to undertake the work.

6. That in case to meet the requirements of tender or any other stipulations of DMRC, it becomes necessary to execute and record any other documents amongst the members of the Consortium, they undertake to do the needful and to participate in the same for the purpose of the said project.

7. That it is clarified by and between the members of the Consortium that execution to this Consortium Agreement/Memorandum of Agreement by the members of the Consortium does not constitute any type of partnership for the purposes of provisions of the Indian Partnership Act and that the members of the Consortium shall otherwise be free to carry on their independent business or commercial activities for their own respective benefits under their own respective names and styles. This Consortium Agreement is limited in its operation to the specified project.

8. That the Members of the Consortium undertake to specify their respective roles and responsibilities for the purposes of implementation of this Consortium Agreement and the said project if awarded to the Consortium in the Memorandum & Articles of Association of the proposed Special Purpose Company to be got incorporated by the Consortium Members to meet the requirements and stipulations of DMRC.

IN FAITH AND TESTIMONY WHEREOF THE PARTIES HERETO HAVE SIGNED THESE PRESENTS ON THE DATE, MONTH AND YEAR FIRST ABOVE WRITTEN.

1. (_____)
   Authorized Signatory
   (_____)
   For (Name of company)
2. (_____)
   Authorized Signatory
   (_____)
   For (Name of company)

Enclosure: Board resolution of each of the Consortium Members authorizing:

(i) Execution of the Consortium Agreement, and

(ii) Appointing the authorized signatory for such purpose.

DMRC

Annexure-7

AFFIDAVIT

(To be given separately by each consortium member on Stamp Paper of Rs. 100, (Duly Notarized)

I, …….. S/o ……..……., resident of …… ……. the ……...(insert designation) of the ……..(insert name of the single bidder/consortium member if a consortium), do solemnly affirm and state as follows :

1. I say that I am the authorised signatory of ……..(insert name of company/consortium member) (hereinafter referred to as "Bidder/Consortium Member") and I am duly authorised by the Board of Directors of the Bidder/Consortium Member to swear and depose this Affidavit on behalf of the bidder/consortium member.
2. I say that I have submitted information with respect to our eligibility for Delhi Metro Rail Corporation's (hereinafter referred to as "DMRC") Tender Document for licensing Advertisement Rights inside selected tunnel sections of Line-2 (Yellow Line) of DMRC Network and I further state that all the said information submitted by us is accurate, true and correct and is based on our records available with us.
   *Strike out whichever is not applicable.
3. I say that, we hereby also authorize and request any bank, authority, person or firm to furnish any information, which may be requested by DMRC to verify our credentials/information provided by us under this Bid and as may be deemed necessary by DMRC.
4. I say that if any point of time including the License period, in case DMRC requests any further/additional information regarding our financial and/or technical capabilities, or any other relevant information, we shall promptly and immediately make available such information accurately and correctly to the satisfaction of DMRC.
5. I say that, we fully acknowledge and understand that furnishing of any false or misleading information by us in our Bid shall entitle us to be disqualified from the tendering process for the said project. The costs and risks for such disqualification shall be entirely borne by us.
6. I state that all the terms and conditions of the Tender Document have been duly complied with.

DEPONENT

VERIFICATION:-

I, the above named deponent, do verify that the contents of paragraphs 1 to 6 of this affidavit are true and correct to my knowledge. No part of it is false and nothing material has been concealed.

Verified at ……, on this …… .day of……..……..,2019.

DEPONENT

Annexure-8

UNDERTAKING FOR RESPONSIBILITY

(On Rs. 100/- stamp paper duly notarized)

_____ as a lead member of the consortium of ____ companies - namely _____ (Complete name with address) jointly & severely undertake the responsibility in regards to the license agreement with DMRC in respect of Licensing of ……:-

1. That, we Solely undertake that _____ (Name of the Company/ consortium member) shall conduct all transactions/ correspondences and any other activity in connection with License agreement pertaining to licensing of Advertisement Rights inside selected tunnel sections of Line-2 (Yellow Line) of DMRC Network.
2. That, all consortium members are jointly or severely responsible for all commitments / liabilities/ dues etc. to DMRC.
3. That, we further confirm that, the stake holding of lead member- _____ (Name of the company/ consortium member) shall always remain more than 51% and we, all consortium members, insure that there shall be no change in the stake holding of all parties during the initial lock-in period of license agreement.
4. We also confirm that our consortium was made on Dt._____, for seeking licensing Advertisement Rights inside selected tunnel sections of Line-2 (Yellow Line) of DMRC Network in support of which a copy of our Board Resolution is attached with this Undertaking.

(Authorised/CEO of all ____ consortium members to sign on undertaking with witness signatures)

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____

Witness 1.

2.

Annexure-9

CERTIFICATE OF STATUTORY AUDITOR

(On the Letterhead of the Statutory Auditor)

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

Year wise detail of Annual Gross Turnover is as under:

Name of Bidder or member of JV	Annual Gross Turnover		
	2019-20	2020-21	2021-22
Name of Bidder or member(1) of Consortium/JV			
Name of Bidder or member(2) of Consortium/JV			
Name of Bidder or member(3) of Consortium/JV			
TOTAL			

Name & address of Bidder's Bankers:
Signature and Seal of the
Statutory Auditor clearly
Indicating their membership number

Note: Turnover as brought out in the audited annual financial results is to be indicated in above table and certified by the statutory auditor of the Bidders.

All the documents or certifications which are provided by CA after 1st July, 2019, must contain UDIN thereon and the particulars of certifications must be same as mentioned on document/certification and submitted to ICAI on its website which can be verified online on https://udin.icai.org/search.

Annexure-10

UNDERTAKING FOR DOWNLOADED TENDER DOCUMENT

We here by confirm that, we have downloaded/read the complete set of tender documents /addendum/corrigendum/clarifications along with the set of enclosures hosted on e-tendering portal https://eprocure.gov.in/eprocure/app. We confirm that we have gone through the Tender Documents, addendum/corrigendum and clarifications up to the date of opening of bids on the e-tendering portal [https://eprocure.gov.in/eprocure/app]. We confirm our unconditional acceptance for the same and have considered these in the submission of our financial bid. We/I hereby give our acceptance to all the terms and conditions of the Tender Document as well as the draft licensee agreement.

Company Name _____

Name_____

Signature_____ Date: _____

Postal Address _____

E-Mail ID _____

Phone _____ FAX _____

Company Seal:

DMRC

Annexure-11(A)

Undertaking for not being banned / debarred from business

(Duly Notarized)

(Undertaking as per Clause No. 3.10)
(On non-judicial stamp paper of Rs. 100 duly notarized)

We do hereby undertake & confirm that DMRC/ any other Metro Organization (100% owned by Govt.), Ministry of Housing and Urban Affairs / Order of Ministry of Commerce, applicable for all Ministries have not banned/debarred business with us as on the date of tender submission. Also, any work executed by us either individually or as member in a JV/Consortium, has not been rescinded/terminated by DMRC after award of contract to us during the last 3 years (from the last day of the previous month of tender submission) due to our non-performance either on our own or as a member of a JV/Consortium.

In case at a later date the undertaking is found to be false or incorrect, DMRC shall have the right to cancel the allotment/license and forfeit all payments made by the licensee including the interest free security deposit after adjustment of all dues payable by the licensee.

Stamp & Signature of Authorized Signatory

Note:

1. In case of JV/Consortium, the undertaking shall be submitted by each member of the JV/Consortium.
2. The undertaking shall be signed by authorized signatory of the tenderer. In case of JV/Consortium by the authorized signatory of the constituent members & duly counter signed by the authorized signatory of tenderer.
3. In all cases where the Bidding Entities fulfils the eligibility criteria by way of & on account of submission of the financials of its group holding company and/or other group subsidiary company controlled by the same holding as per Clause 3.1 to 3.9 of RFP, the above undertaking shall be executed by such holding as well as group subsidiary company.

Annexure – 11 (B)

(Undertaking as per Clause 3.7 (a) of Eligibility Criteria of RFP)

{To be submitted by bidder (single entity/JV) and also by each member of JV/Consortium separately}

1.0 We _____ (name of the bidder) hereby undertake that we have following lease / license / concession agreement of DMRC property (ies) (as on the last date of submission of this tender).

S. No.	Lease/Contract Agreement No.	Date of Start	Date of Completion	Due date of Payment of last pending invoice	Remarks

2.0 It is certified that no dues are pending on our account for more than 90 days in any of the above agreement(s) either as a single entity or as a member of JV/consortium or SPV of JV/consortium/single entity.

Note: In case the bidder is not an existing lessee/licensee/concessionaire of DMRC, they may write "Not Applicable/Nil" in this Annexure.

Stamp and Signature of Authorized/signatory of Bidder

DMRC

Annexure – 11 (C)

(Undertaking as per Clause 3.7 (a) of Eligibility Criteria of RFP)

{To be submitted by bidder (single entity/JV) and also by each member of JV/Consortium separately}

We, _____, hereby undertake that we have following lease/license/concession agreement of DMRC property (ies) (as on last date of submission of this tender).

S. No.	Lease/Contract Agreement No.	Date of Start	Date of Completion	Date of taking over of leased / licensed space / premises	Date of handing over (vacate) of leased / licensed space / premises	If provision of moratorium period, the date of end of moratorium period	Date on which Escrow account opened & Account No.	Remarks

We, (either as a single entity or as a member of JV/consortium or SPV of JV/consortium/ single entity) hereby certified that on last date of submission of this tender:-

a. There is no outstanding delay in vacation of the licensed / leased space / premises within the grace period (if provided) after completion of the tenure of the lease / pre-mature terminated/ surrender.

b. There is no outstanding delay, on our account, in taking over the space / premises licensed / Leased to us.

c. There is no outstanding issue of encroachment on the common areas / circulating areas or any other space which is not licensed / Leased to us.

d. We have opened the Escrow account for the license / lease agreement(s) of DMRC in which there is a provision of opening of Escrow account.

We are ensuring that sub-lessees are making all the payments whatsoever through escrow account and remits all DMRC dues through said Escrow account, if Escrow Account is opened.

Note: In case the bidder is not an existing lessee / licensee / concessionaire of DMRC, they may write "Not Applicable / Nil" in this Annexure.

*Strike over whichever is not applicable.

Stamp and Signature of Authorized/signatory of Bidder

Annexure-12(A)

Declaration/Undertaking regarding Holding / Subsidiary Company
(On letter head of holding company)

Declaration/undertaking is executed at _____ (place)_____ on this the _____ day of____(month and year)_____

We hereby declare, confirm and undertake as follows:

1. That we M/s _____(name of holding co) ___("Z")_____are a Company incorporated in (name of country)_____on___(date)_____& have our Regd. Office at _____(address)_____.
2. That M/s ____(foreign entity whose financials/turnover is resorted to)_____("X") is our wholly owned subsidiary company also incorporated in____(name of country)_____on _____(date)_____. That the said M/s _____("X")_____is engaged in & carrying on advertisement business.
3. That M/s _____(bidder)_____("Y")_____ is wholly Owned/subsidiary/company incorporated in India on _____(date)_____ under the companies act, 1956/2013 having its Regd. Office at _____(address)_____ and the said company is also engaged in & carrying on advertisement business.
4. That our wholly owned Indian subsidiary company M/s _____("Y")_____is intending to take part in a tender for advertisement on line _____(name of tender) of DMRC and offer a bid there under, relying on & based on financials of its foreign group holding company and/or of the above said group subsidiary company in order to meet the eligibility criteria for the said tender.
5. We_____("Z")_____(holding company)and _____("X")_____(subsidiary company incorporated overseas) hereby confirm and under take that we are fully aware of the implications of the above submission ____by ("Y)_____ and give our explicit and unconditional consent and agreement to the same/above and shall willingly submit the required financial statement to our Indian subsidiary for onward submission to DMRC. We further undertake that all the terms and conditions of the said tender are acceptable to us and shall be binding upon us.

Confirmed above
Signature of bidder

1. Holding company signature
(With stamp)

2. Subsidiary company Signature
(With stamp)

Annexure-12(B)

Details of Bank Account for Refund of tender security/EMD

(Applicable if EMD/Tender Security deposited through RTGS/NEFT/IMPS)

1. Name of the firm/Bidder:
2. Complete Address:
3. Name of bank:
4. Branch:
5. Address of the Bank Branch:
6. Name of Account holder in Bank:
7. Account Type:
8. Account Number:
9. IFS Code of the Bank Branch:
10. Whether a copy of cancelled cheque of the Bidder/Firm submitted: Yes or No

    (Please tick)(A copy of cancelled cheque to be enclosed)

Signature of the Authorised Person
of the bidder with seal & Date

Note:-

a) EMD/Tender Security will be refunded through NEFT/RTGS/IMPS/ any other mode of payment, in the name of firm and bank account mentioned in this annexure, which shall be of same firm and account through which EMD/Tender Security has been paid to DMRC.

b) EMD/Tender Security shall be paid in compliance with RFP Clause 1.3 (c).

Annexure-13

Undertaking for Responsibility (For Bidders)

(On Rs.100/- stamp paper duly notarized)

_____as a bidder for and on behalf of _____, complete name with address) jointly & severely undertake the responsibility in regard to the license agreement with DMRC in respect of licensing of Advertisement Rights inside selected tunnel sections of Line-2 (Yellow Line) of DMRC Network

1. That, I/We solely undertake that I/we _____ (name of the bidder) shall conduct all transactions/correspondences and any other activity in connection with License Agreement pertaining to Advertisement Rights selected tunnel sections of Line-2 (Yellow Line) of DMRC Network.
2. That I/we are solely or severely responsible for all commitments/liabilities/dues etc. to DMRC ltd. In respect of this allotment of Advertisement Rights inside selected tunnel sections of Line-2 (Yellow Line) of DMRC Network).

(Bidder to sign on undertaking)

_____

DMRC

Annexure-14

DRAFT LICENSE AGREEMENT

Agreement No. _____of the year 2022

THIS AGREEMENT entered into at Delhi on this the_____ day of _____ 2022 between Delhi Metro Rail Corporation Ltd.(DMRC) incorporated under the Companies Act, 1956 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 a Request for Proposal (RFP) through open e-tender from the interested parties for granting of **Indoor Advertisement Rights inside selected tunnel sections of Line-2 (Yellow Line) of DMRC Network**, as per details given in Annexure-1 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 Indoor Advertisement Rights inside selected tunnel sections of Line-2 (Yellow Line) of DMRC Network as detailed in Annexure-1 of this license Agreement, with a specified minimum chargeable area of 1000 sqm, as detailed in Annexure-I of this license agreement.

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 to the licensee advertising spaces, 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 at the selected metro stations, on Line-2 (YELLOW LINE)as detailed in Annexure-1 of this 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 tunnel sections 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 the selected tunnel sections are subject to minimum chargeable area, as mentioned in annexure-I i.e. aggregate of 1000 sqm inside the tunnel area for the section specified as per details given in Annexure-I of the draft license agreement.

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:

A The following documents shall be deemed to form part of and be read and construed as an integral part of this License Agreement, namely:

1.1 Letter of Acceptance No. _____ dated _____
1.2 Request for Proposal (RFP) including the Draft License Agreement, its Addendum & Corrigendum and replies to pre-bid queries, if any.
1.3 Any other document issued by/ of DMRC forming part of the Bidding Process.

B The Licensee hereby covenants as follows:-

1. Licensee hereby assumes responsibility for Indoor Advertising Rights inside the selected tunnel sections of Line-2 (Yellow Line) of DMRC Network as specified in Annexure-1 of this license agreement. Licensee shall be responsible for designing, procurement, manufacture, fabrication, installation, commissioning, management, operation, maintenance, marketing and selling advertisement spaces/opportunities inside the selected tunnel sections 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, 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.

2. 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.

3. The Licensee confirms having examined the potential locations Inside the Selected tunnel sections (as per Annexure-1) 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 the said tunnel sections

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.

4. 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.

…./…../2022	**…./…./ 2022**
(……)	**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

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DMRC	LICENSEE

ARTICLE-1
DEFINITIONS

1.1 "Agreement" means the License Agreement to be executed between DMRC andthe Selected Bidder in the format approved by DMRC and includes any amendments, annexure hereto made in accordance with the provisions hereof.

1.2 "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.

1.3 "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.

1.4 "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.

1.5 "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.

1.6 "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.

1.7 "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.

1.8 "Commencement Date or Handover Date" means the date on which the Licensed Space of first lot of stations/tunnel sections as per Annexure 1 is handed over by DMRC to the Selected Bidder, in accordance with the terms of this agreement.

1.9 "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.

1.10 "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.

1.11 "DMRC" means Delhi Metro Rail Corporation Limited.

1.12 "Financial Year" shall for the Bidder mean the period commencing April 1 of each calendar year and ending on March 31 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.

1.13 "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.

1.14 "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.

1.15 "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.

1.16 "Licensee" means the Selected Bidder, who has executed the license agreement with DMRC pursuant to bidding process.

1.17 "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, etc. that may be payable by the licensee as per prevalent law.

1.18 "License Period" means the period beginning from the Commencement Date and ending on the Termination Date.

1.19 "Permits" shall mean and include all applicable statutory, environmental or regulatory licenses, authorization, permits, consents, approvals, registrations and franchises from concerned authorities.

1.20 "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.

1.25 "Advertising space" means the space available for the application of advertising messages on the tunnel wall after installation of LDUs (LED Display Unit) and other systems which are not objectionable or prohibited under various statutes, codes, policies, etc. as applicable from time to time (Except Audio Advertising).

1.26 "Tunnel Advertising System (TAS)" means the total facilities (hardware, cabling and software) that is necessary to enable the transmission of advertising images on a Tunnel Wall.

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 station/tunnel sections& 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/tunnel sections& 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.

DMRC

ARTICLE-2
GRANT OF LICENSE

TENURE OF LICENSE

2.1 Tenure of the License Agreement shall be 9 (Nine) 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. On receipt of full amount in accordance with the LOA and on receiving approvals of submitted documents/drawings from DMRC, DMRC shall issue a taking over notice to the successful bidder to take over the licensed advertisement spaces on the specified date within 10 (ten) days of receiving approvals of submitted documents/drawings from DMRC. If the successful bidder fails to take over the licensed advertisement spaces on the scheduled date as mentioned in the letter of intent for whatsoever reasons, the advertisement spaces shall be deemed handed over on the 10th day from the receiving approvals of submitted documents/drawings from DMRC or on the intended date of handing over whichever is earlier. If DMRC fails to hand over any part of a licensed advertisement spaces within specified period, the successful bidder voluntarily and unequivocally agrees not to seek any claim, compensation, damages or any other consideration whatsoever on this account. The tenure of License Agreement shall commence from the date of handover or deemed handover whichever is earlier of first lot of advertisement spaces/areas at the selected tunnel sections of Line-2 (Yellow Line) as mentioned in Annexure-1. The license period for any additional advertisement space inside the tunnel section handed over/allotted during the currency of the contract including minimum area mentioned in Annexure-1 will also be co-terminus with original license period of this License Agreement.

(a) There shall be a lock in period of two years from the date of commencement of the License Period.

(b) There shall be a fitment period of 180 days from the date of First handing over or deemed handing over, whichever is earlier, of advertisement spaces as per Annexure-1.

LICENSE FEE

2.2 The quarterly advance license fee (exclusive of all taxes) at the bid/accepted rate of **Rs. XXXX per sqm/month** for digital advertisement only subject to the minimum chargeable licensed space/area as per Annexure-1 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-1, whichever is higher.

The rate of License Fees to be charged for advertisement at the selected Metro stations is as under:

Rate structure	Type of Advertisement Display	Rate of License fee in Rs. per Sqm/ Month
R1 2 .	Digital advertisement Display in the form of LED Display unit (LDU) etc.	"X" as bid & accepted by DMRC subsequent to Bidding process + GST as applicable (presently @18%)

2.3 The license fee shall commence immediately after expiry of the fitment period of 180days, i.e., from the 181th day from the date of first handing over or deemed handing over, whichever is earlier, of advertisement area/spaces at tunnel sections as per Annexure-1, on expiry of fitment period as per clause 2.1(b) above and shall be charged until the termination/ completion of agreement/Contract.

2.4 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.

2.5 The License Fee and the Interest Free Security Deposit/Performance Security shall be escalated and increased by 20% on completion of every 3 (three) years of license period on compounding basis. First escalation shall be applicable on completion of 3 years of License Period.

2.6 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:

The Billing quarter	-	1st April - 30thJune
Period for the issue of invoice	-	1st March - 15th March
Last Date of payment of Dues to DMRC	-	31stMarch

2.7 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.

2.8 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.

2.9 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 shall 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 before licensee is permitted to remove their establishment(s) 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:

2.10 The Licensee shall submit & pay Interest Free Security Deposit/Performance Security to DMRC equivalent to half yearly (6 months) License Fee based on the minimum chargeable area mentioned in Annexure-1 as per existing prevailing rate of license fee applicable as on date of its submission.

2.11 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.

2.12 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.

2.13 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.

2.14 The Bank Guarantee issuing bank as defined in clause no. 2.12 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 advice 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

2.15 The License Fee, other recurring charges if any and the Interest Free Security Deposit/ Performance Security shall be escalated and increased by 20% on completion of every 3 (three) 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 3 years of License Period.

This may be read in conjunction with the Clause 3.9(g) of DLA regarding Additional Area.

2.16 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-1. However, in case of variation in area of more than +/- 10% from the initial tendered area / minimum chargeable area, as per Annexure-1 then Interest Free Security Deposit/ Performance Security shall be updated & adjusted on pro-rata basis.

2.17 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 for 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

d) / fine made under the order/judgment of any court/consumer forum or law enforcing agency or any person working on their behalf.

e) Any other outstanding DMRC's dues/ claims, which remain outstanding after completing the course of action as per this License Agreement.

2.18 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., 9 years or in case of surrender of this License Agreement after lock in period of 2 years as per the provisions of the License Agreement.

2.19 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.

2.20 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

2.21 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 rates of GST shall also be applicable.

2.22 Payment of stamp duty on execution of license agreement, if any, shall be borne by licensee.

2.23 Taxes/Municipal Taxes, if any, shall be solely borne by licensee.

2.24 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.

2.25 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 area inside the allotted tunnel section subject to feasibility by the concerned departments of DMRC, if any, other than those listed in Annexure-1, may also be allotted by DMRC to the licensee for advertisement rights and DMRC's decision in this regard shall be final and binding. The license fee for such stations shall commence immediately from 181th day (on expiry of fitment 180 days fitment period) from the date of handing over of these stations. The tenure of the license period of this additional area 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-1 for each section. If the Licensee utilizes less than the area given in Annexure-1, in such case, the license fee and other dues shall be charged for minimum chargeable area given in Annexure-1 for Line-2(YELLOW LINE). 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 limit of additional area will be subject to feasibility & approvals.

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 allowed to install a system of digital advertising in which moving video images are shown to passing passengers in the metro trains on a tunnel wall of the metro section. Licensee shall be at liberty to choose the media design, 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 shall be allowed advertisement only through digital display **(without audio)**. Minimum area for which license fee shall be charged shall be as per Annexure-1 of this License Agreement for each tunnel section handed over for advertisement rights. The allotment of 4 (four) tunnel sections shall be done based on review of the submitted documents/drawings from the successful bidder and necessary approvals from the concerned departments of DMRC. Even if the licensee does 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:

Rate structure	Type of Advertisement Display	Rate of License fee in Rs. per Sqm/ Month
R1	Digital advertisement Display in the form of LCD/LED screen, video walls etc.	"X" as bid & accepted by DMRC subsequent to Bidding process + GST as applicable (presently @18%)

3.7 The total chargeable area would be calculated from 1st LDU to last LDU of each allotted tunnel section.

3.8 The Licensee shall have to display advertisements provided by DMRC on 5% monthly average run time of the total monthly advertisement run time at each selected tunnel section for carrying out DMRC's campaigns, social activities, social messages by DMRC, in consonance with its extant CSR policy. Cost for designing the advertisement 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 and documents/drawings required w.r.t to safety and stability of tunnel section. 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/section 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 for display of advertisements.

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 bidder shall be allowed to install a system of digital advertising in which moving video images are shown to passing passengers in the metro trains on a

tunnel wall of the metro section. The selected Bidder shall have rights to design, procure/manufacture, install, manage, operate, maintain, market and sell advertising opportunities inside the selected tunnel sections of DMRC network as given in Annexure-I subject to the terms and conditions specified in the License Agreement.

The details of the minimum chargeable inventory/area at the selected tunnel section on Line-2 (YELLOW Line) of DMRC network shall be as per Annexure-1.Licensee shall be responsible for the following activities:-

i. The Licensee shall have to display advertisements provided by DMRC on 5% monthly average run time of the total monthly advertisement run time at each selected tunnel section for carrying out DMRC's campaigns, social activities, social messages by DMRC, in consonance with its extant CSR policy. Cost for designing the advertisement with regard to social marketing activities or social messages shall be borne by DMRC.

In case some of the advertising panels/spaces are left out / opted out by the licensee at the tunnel sections, 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/spaces. Cost for designing advertisements with regard to social marketing activities or social messages shall be borne by DMRC.

ii. The advertiser/Licensee shall provide the advertisement as per their requirement, subsequent to the prior approval of DMRC, as stipulated. However, at no point in time during the whole currency of the contract, the advertiser/licensee shall be allowed to change the allotted section apart from non-feasibility on operational grounds by DMRC.

iii. This contract is for total inventory/LDUs installed between the tunnel sections, which may be more than the minimum offered/chargeable area between each selected tunnel sections as per Annexure-1 or utilized by the licensee whichever is higher. Licensee shall be submitting a list of proposed inventory (consisting of minimum chargeable 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 inside each tunnel sections shall be decided by DMRC as per operational and structural constraints and once 4 (four) tunnel sections are allotted subject to feasibility from concerned departments, the remaining tunnel sections shall be utilized by DMRC for future tenders and subsequently the successful bidder shall have no claim whatsoever against tunnel sections other than that of the allotted sections. The Licensee shall accordingly propose their advertisement plans for prior approval by DMRC. Any additional area, over & above the minimum chargeable area at each selected tunnel section as per Annexure-1, shall be charged on pro rata basis at the applicable/prevailing rate of License Fee per sqm per month. Notwithstanding the proposed inventory as per Annexure-1 as mentioned above, licensee may apply for any additional

tunnel section in addition to proposed minimum chargeable inventory (4 tunnel sections) as detailed in Annexure-1 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/LDUs at the tunnel section shall be installed 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 180 days, any installed advertisement space even if more than proposed/approved inventory of the Licensee should be left blank or unattended and should be used for the display of the messages provided by DMRC. For the intervening time, when licensee is not fully utilizing the same, it shall not bear a barren, deserted & shabby look; and presents any safety hazard to the trains/structure.

iv. Preparation of an advertising plan for each tunnel section which must clearly earmark exact locations and design oftunnel advertisement system 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. Notwithstanding the **proposed inventory** as per Annexure-1as mentioned above, licensee may apply for any additional inventory inside the allotted tunnel sections 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 tunnel constraints/ restriction in operation metro services.

The **proposed inventory** at the selected tunnel section 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 every stage immediately after the fitment period of 180 days, proposed inventory 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 safety hazard to the trains or any other DMRC structure/equipment.

If the licensee is not able to utilize installed advertisement displays, licensee shall display DMRC message(s) on vacant displays/inventory 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 180 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.

vi. Preparation of an advertising plan for each tunnel section which must clearly earmark exact locations and design of tunnel advertisement system 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.

vii. Designing of all advertising units/structures to complement station architecture for advertising sites.

viii. Procurement, fabrication, installation & erection of advertising units. Advertisement inventory shall include spaces inside selected tunnel sections only and no advertisement shall be allowed inside/outside the metro stations. Advertisement spaces inside selected tunnel section shall be LED Display unit (LDU) to advertise the e-commerce activities for generating business opportunities through on-line/off-line shopping or to advertise any other activities except advertisements as mentioned in clause 3.9 (m) of DLA. The minimum chargeable area at each tunnel section shall be as per Annexure-1. The maximum area available for advertisements at each tunnel section shall be decided by DMRC as per train operation/structure constraints present. Licensee shall accordingly prepare the plan for approval of DMRC. The area of jurisdiction at each tunnel section shall be decided by DMRC and in case of any dispute regarding the area of tunnel and station, the decision of DMRC shall be final and binding.

ix. Appoint an architect/engineer to interact with nodal DMRC representative to bring clarity in understanding of spaces, to coordinate and implement decisions taken.

x. Operate, manage and maintain the entire advertisement plans.

xi. Management of sales & marketing of the advertising within tunnels including providing adequate professionally trained manpower.

xii. Design of themes depicting Delhi culture and its natural beauty and Delhi tourism for display at the advertising sites as per the tender conditions.

xiii. Promote DMRC amongst India's top three Destination Brands for Advertising.

xiv. Obtain all approvals, permits, etc. from all competent authorities including different tiers of government, statutory, local, Civic Authorities, etc. at their own cost.

xv. Comply with all statutory requirements in connection with License Agreement.

xvi. Ensure regular and timely payments of all amounts due to DMRC and discharge all obligations as per License Agreement.

xvii. 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.

xviii. At present, DMRC is not liable to share its revenue generated from advertisements inside DMRC Metro stations or tunnel sections with local bodies including MCD, etc. However, if DMRC becomes liable to share such revenue with local bodies from advertisements Inside selected tunnel sections 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.

xix. All the advertisement sites/formats/systems proposed by the Licensee are subject to prior approval by DMRC with regard to operational feasibility, aesthetics, safety & security concerns. Licensee shall prepare the plans accordingly for approval of DMRC & shall properly maintain the panels with advertisement displays.

f) <u>Exception to Exclusivity:</u>

(i) 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.

(ii) 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.

(iii) DMRC shall not normally interfere with the approved/installed advertisement display of the licensee.

(iv) Exclusive rights for tunnel advertisement shall be granted only for the allotted section and once the tunnel section is allotted subject to necessary feasibility, the successful bidder would have no claim whatsoever either for the remaining available tunnel sections or inside metro stations proposed for indoor advertisement which can be utilized by DMRC for future tenders.

g)Additional Area:

If the licensee is desirous of taking up additional area inside the allotted tunnel sections or revising already approved advertisement plan at any particular location/site inside allotted tunnel sections between selected metro stations on this line, the Licensee shall submit advertisement plan of the additional area for approval of DMRC once in each half year for both the tunnels between the two stations. Additional area shall be charged on pro-rata basis & shall be charged for a minimum period of 180 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 tunnel section.

h)Surrender of Additional Area:

If the Licensee is desirous of surrendering additional advertisement area over and above minimum chargeable area as mentioned in Annexure-1, 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 half year and for both the tunnels of between the two stations. 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 Station Managers of the stations of the section allotted or their authorized representative. This is subject to minimum chargeable period as per clause no 3.9 (g).

i) The Licensee shall submit details along with contact numbers of their authorized representative(s) who shall be available at the Metro Stations at a short notice for inspection of advertisement spaces/LDUs 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 managers of the stations of the tunnel section allotted or the unauthorized space is approved from the DMRC, whichever is earlier.

j) Licensee shall submit the monthly statement to PB wing of approved area as well as actual area utilized for advertisement inside each tunnel section for each category. 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 at inside selected tunnel section licensed under this license agreement, shall be allowed / permitted to the Licensee.

k)Operation & Maintenance of Licensed spaces:

i. Licensee confirms that he/they fully understand and confirm that the 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.

ii. The advertising rights for LDUs/advertising space in selected tunnel section 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/outdoor 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 advertisement spaces which lie vacant and not commercialized at any time after the fitment period of 180 days from date of handover.

iii. 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.

iv. The licensee agrees to pay and will continue to pay the license fees and all dues, even if any or all the tunnel advertising systems 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 tunnel advertising systems, the licensor will not be liable to pay any compensation to the licensee.

v. 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.

vi. The licensee will have to maintain all the advertisement spaces and systems 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 Dy. HOD/PB before using the same. DMRC reserves the right not to give such permission.

vii. The licensee should at all times indicate the date till which their license is valid on each of their advertisements displayed.

viii. All terms and conditions indicated in this agreement will also be applicable for the additional spaces/systems offered and accepted by the licensee.

ix. Licensee shall keep and maintain the advertisement media/systems, 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/trains/structure.

x. 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.

xi. 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.

xii. 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.

xiii. 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.

xiv. 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 andunequivocally agrees not to seek any claim, damages, compensation or any other consideration whatsoever on this account.

l)Penalty Clauses

Further, DMRC can impose the fine on Licensee up to Rs.5,000/- per offence per instance on the following offenses: -

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

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

m)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:

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

ii. The advertisement will have no objectionable and indecent portrays of people, products or any terms.

iii. 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.

iv. 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.

v. 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. It should be ensured that all political parties and candidates get equitable opportunities to have access to such advertisement spaces for election advertisement during election period and such spaces should not be dominated/monopolized by any particular party(ies) or candidate(s). Fair and equal opportunity has to be given to all parties/candidates.

vi. Station naming and Co-branding shall not be allowed.

vii. Any type of audio advertisement including by digital media shall not be allowed.

viii. No political advertisement shall be displayed/pasted at the space provided on lease for commercial advertisement during the period of Model code of conduct. If there is any political advertisement in the provided space, the same shall be removed immediately on enforcement of the Model code of Conduct.

ix. All advertisement creative must be approved by DMRC before display in metro premises.

n) **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.

o) 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:

i. Frame work –SS 304.

ii. Backing sheet of G.I.

iii. Internal cables of Fire Retardant Low Smoke type (FRLS) for Elevated& (FRLSZH) for U/G as specified in Electrical Procedure Order.

iv. TL tubes for back lighting/illumination with electronic ballast.

v. Polycarbonate sheet as cover of GE make or equivalent.

vi. Advertising media to be made from Fire Retardant, Low Smoke & Zero Halogen material.

vii. In order to have energy conservation, LED or any other energy saving devices confirming to BEE standards should be used at the advertisement sites. For existing sites, the conservation of energy saving devices may also be carried out.

viii. LVD- EN 60950-1

ix. EMC- EN 55032/EN 55024/EN 61000-3-2/EN 61000-3-3

x. RoHS- EN 50581/IEC 62321-3-1

xi. FCC Part 15 Subpart B ICES-003 – ANSI C63.4

xii. IP65- IEC 60529

xiii. Photobiological Safety- IEC 62471:2006 + EN 62471:2008

xiv. The quality of the display to the passengers on the train must be of high quality to provide the attention-grabbing impact required by the Advertisers.

xv. The tunnel equipment must be an all-metal design with all cables used being non-halogenated fire rated types. Furthermore, cables are to be installed in flexible steel conduit.

The advertising media should be of fire retardant, low smoke and comply with all Indian and International Standards.

DMRC

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 Spaceor 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 authorized representatives of DMRC, other persons duly authorized 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 equipments installed at the station. The Licensee is advised to obtain prior written consent from DMRC for installing such equipments. 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 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 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 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 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 Administration for any loss and damages suffered due to violation of its provision.

5.5 The Licensee hereby indemnifies DMRC 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 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 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 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.

5.12 The Licensee shall indemnify and keep indemnified DMRC for any losses/damages or any other event/activity of the licensee related to above tender.

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.

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, through not being obliged to terminate this agreement by given a notice of 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 2 years, the License Agreement shall 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 dues 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 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 2 years, prior intimation can be given after 1 ½ years) however option to exit will be available only after 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 2 years but without serving any prior intimation period or shorter intimation period than 180 days, the agreement shall 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. The licensee voluntarily agrees not to seek any claim,

compensation, damages or any other consideration whatsoever on any ground in this regard.

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. No grace period shall be provided to the licensee in such a case. 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 2 years.

7.13 After vacating the premises, the Licensee shall submit a vacation certificate issued by the Station in-charge or its authorized representative as a proof of Licensee having vacated the site. Licensee's statement regarding vacation, without a vacation certificate issued by the Station in-charge or its authorized representative, 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 their/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 13. 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 13 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 13.1.2, a dispute shall be deemed to arise when one party serves on the other party a notice in writing (hereinafter call a "Notice of Dispute") stating the nature of the Dispute provided that no such notice shall be served later than 28 days after the termination/surrender/completion of contract as advised/intimated by DMRC to the licensee.

8.1.3 Two stages for Dispute Resolution

Dispute 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 the 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 the 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

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 sign of 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 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 General Manager/Property Business on behalf of MD/DMRC at the following address:

General Manager (Property Business)
DMRC, 3rd Floor, A Wing,
Metro Bhawan, Fire Brigade Lane,
Barakhamba Road, New Delhi -110001
Email Id: gmpb@dmrc.org
Phone No: 011-23418417

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:

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

1. Sole Arbitrator in cases where the total value of all claims in question added together does not exceed Rs. 2.00 crores;
2. 3(Three) arbitrators in all other case.

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 General Manager/Property Business 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 General Manager/Property Business 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 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 te 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 (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 13.2.2 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 General Manager/Property Business for the purpose of obtaining his decision. No decision given by the General Manager/Property Business in accordance with the foregone 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 tract procedure specified in Sub-Clause (3) of 29B of the Arbitration and Conciliation (Amendment) Act, 2015 or as amended up to date.

8.2.7 In 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 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 Arbitral proceedings in a period of 180 days / 365 days will be made available to Arbitral tribunal for their guidance. Both the parties should endeavour 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 DMRC 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. The latest scale of fee & other charges fixed by DMRC are as per Schedule-D enclosed.

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 licensee shall continue to perform and make due payments due to DMRC as per license agreement.

DMRC

SCHEDULE D (Part A)

Fee of the External Arbitrators Dealing with Arbitration Cases

<table>
<tr><td>S. No.</td><td>Description</td><td colspan="2">Maximum amount payable per External Arbitrator, per case</td></tr>
<tr><td rowspan="10">1.</td><td rowspan="10">Arbitration Fee</td><td colspan="2">Refer section 11(14)- The fourth schedule of "The Arbitration and Conciliation (Amendment) Act, 2015"</td></tr>
<tr><td>Sum in Dispute*</td><td>Model Fee</td></tr>
<tr><td>Up to Rs. 5.00 lakh</td><td>Rs. 45,000</td></tr>
<tr><td>Above 5.00 lakh and up to Rs. 20.00 lakh</td><td>Rs. 45,000 plus 3.5% of the claim amount over and above Rs. 5.00 lakh</td></tr>
<tr><td>Above Rs. 20.00 lakh and up to Rs. 1.00 crore</td><td>Rs. 97,500 plus 3% of the claim amount over and above Rs. 20.00 lakh</td></tr>
<tr><td>Above Rs. 1.00 crore and up to Rs. 10.00 crore</td><td>Rs. 3,37,500 plus 1% of the claim amount over and above Rs. 1.00 crore</td></tr>
<tr><td>Above Rs. 10.00 crore and up to Rs. 20.00 crore</td><td>Rs. 12,37,500 plus 0.75% of the claim amount over and above Rs. 10.00 crore</td></tr>
<tr><td>Above 20.00 crore</td><td>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/-</td></tr>
<tr><td colspan="2">* Sum in dispute mentioned above shall include any counter claim made by a party also.</td></tr>
<tr><td colspan="2">Note
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.
2. The fee shall be conveyed to Arbitrator(s) at the time of issuing the appointment letter.</td></tr>
<tr><td>2.</td><td>Secretarial Assistance & incidental charges (telephone, fax, postage, etc.</td><td colspan="2">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
Or
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.</td></tr>
<tr><td>3.</td><td colspan="3">Other Expenses (actual against bills subjected to the prescribed ceiling) applicable for the days of hearing only</td></tr>
<tr><td></td><td>i) Travelling Expenses</td><td colspan="2">Economy Class (by Air), First Class AC (by train) and AC car (by road)</td></tr>
<tr><td></td><td>ii) Lodging and Boarding</td><td colspan="2">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</td></tr>
</table>

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.

DMRC

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

<table>
<tr><th>S. No.</th><th>Description</th><th>Maximum amount payable per Conciliator, per case</th></tr>
<tr><td>1.</td><td>Conciliator Fee</td><td>Rs. 5,000/- per sitting (to be equally shared by both parties) subject to ceiling as prescribed below:

<table>
<tr><th>S. No.</th><th>Amount in Dispute (in INR)</th><th>Ceiling Limit (In INR)</th></tr>
<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>
</table>
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.</td></tr>
<tr><td>2.</td><td>Reading Charges/Studying of Documents</td><td>Rs. 5,000/- per Conciliator per case including counter claim</td></tr>
<tr><td>3.</td><td>Secretarial Assistance & Incidental Charges (telephone, fax, postage, messenger, etc.)</td><td>Rs. 10,000/- per case</td></tr>
<tr><td>4.</td><td>Charges for publishing settlement agreement</td><td>Rs. 10,000/- per case</td></tr>
</table>

DMRC

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.

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.

Chapter: 10

Electrical Specifications and Procedure for Release of Electric Power Supply

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. Moreover, the licensee can pay the electrical security deposit in the form of bank guarantee/DD and it shall be interest free and no interest shall be payable by DMRC in future.

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.

11.5 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,
3rd Floor, 'A' Wing, Metro Bhawan,
Fire Bridge Lane, Barakhamba Road, New Delhi-110001"

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.

……../2022	……../2022
(…….)	(…….)
FOR AND ON BEHALF OF DELHI METRO RAIL CORPORATION LIMITED	Authorized Signatory 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***:

----------	_____
DMRC	LICENSEE

DMRC

Article-12.
BANNING POLICY

12.1 DMRC reserves its right to Suspend or Ban Business Dealings with any Agency/Licensee, if such Agency/Licensee is found to have committed misconduct or fraud or any of its action(s) fall into any such categories

12.2 PROVISION FOR ACTION AGAINST ERRING / DEFAULTING AGENCIES:

Action against erring and defaulting agencies like Bidder, Contractor, Supplier, Vendor, Service provider etc. can be taken generally under following two heads:

a) Suspension of Business Dealings: Suspension of Business Dealings with an Agency/Licensee on the grounds mentioned in Clause 12.3 below may be ordered by the Competent Authority pending full enquiry into the allegations in extreme / exceptional cases, if there is gross and blatant violation of the provisions of this Suspension/ Banning policy by the Agency and it is considered not desirable to continue business with the Agency.

b) Banning of Business Dealings: Banning of Business Dealings can be initiated on the grounds mentioned in Clause 12.3 below. However, in the following cases Banning shall be ordered without following the procedure of Suspension / Banning.

i) If Business Dealings with the Agency have been banned by the Ministry of Housing and Urban Affairs or Ministry of Commerce and Industry (which is applicable to all Ministries) and the ban is still in force.

ii) In case award of contract is annulled due to non-submission of the requisite Performance Security. The agency shall be debarred from participating in any tender for a period of one year from the date of issue of Letter of Acceptance (LOA).

iii) In case of the Agency who has been exempted from depositing the Tender Cost being Micro & Small Enterprise, and;

(a) withdraws his Tender during the period of Tender validity; or

(b) becomes the successful bidder, but fails to commence the work (for whatsoever reasons) as per terms & conditions of Tender; or

(c) refuses or neglects to execute the Contract; or

(d) fails to furnish the required Performance Security within the specified time.

The Agency shall be debarred from participating in tenders for a period of 1 year from the date of discharge of tender/date of cancellation of LOA/ annulment of award of contract as the case may be.

12.3 GROUNDS ON WHICH SUSPENSION / BANNING OF BUSINESS DEALINGS OF AGENCIES CAN BE INITIATED:

Some of the grounds on which the Agencies can be Suspended / Banned for Business Dealings are indicated below. The list is suggestive and is not exhaustive. The Competent Authority may decide to Ban Business Dealings for any good and sufficient reason.

a) If it is established that the Agency has resorted to corrupt, fraudulent, collusive and coercive practices.

b) If the Agency uses intimidation/ threatening or brings undue outside pressure on the DMRC or its official in acceptance / performance of the Work/ Stores under the Contract.

c) If a prima - facie case is made out that the Firm is guilty of criminal negligence or an offence involving moral turpitude in relation to Business Dealing, which if established, may result in Business Dealing with it, being banned.

d) If failure of a structure (permanent/ temporary) / part of a structure (permanent/ temporary) / major failure of equipment, is caused during erection or execution of Contract or during defect liability period due to negligence of Contractor/ Agency or engineering deficiency or inferior quality of execution or design deficiency or poor quality of execution.

e) If failure of a structure / part of a structure / major failure of equipment, is caused after defect liability period but due to engineering deficiency or inferior quality of execution or design deficiency or poor quality of execution by the Agency.

f) If an Agency submits false declarations regarding local content in the Bid to avail purchase preference in terms of provision of public procurement.

12.4 PERIOD FOR BANNING:

The period of Banning shall be for a period from 1(one) year to 3 (three) years from the date specified in Banning Order depending upon the gravity of the default. The Banning period will be inclusive of period of Suspension if imposed on the Agency/Licensee. The period of banning can exceed 3 years but not more than five years in extreme specific cases to safeguard the interest of DMRC

Annexure-I

DETAILS OF TUNNEL SECTIONS OFFERED FOR LICENSING ON LINE-2 OF DMRC NETWORK

Minimum Chargeable area inside tunnels for awarding tunnel advertising rights on Line-2 (Yellow Line) of DMRC Network.

Successful bidder is to be charged for the higher of the following, i.e., minimum chargeable area offered above, whether fully utilized or not or the actual utilized area.
Jurisdiction of an advertisement site, whether falling inside or outside tunnel, shall be decided by DMRC. Successful bidder shall be allowed to advertise inside any 4 (four) tunnel section i.e., 2 (two) tunnel section on Down line (New Delhi to Malviya Nagar) and 2 (two) tunnel section on UP line (Malviya Nagar to New Delhi) at any given point of time subject to approval from DMRC

S.No.	Line	Section offered		Total Area (in sqm)
		Down Line	**UP Line**	
1.	2	New Delhi to Rajiv Chowk	Malviya Nagar to Hauz Khas	**250 sqm** (Area offered in single tunnel section) * **2** (tunnels) * **2** (Up and Down line) = **1000 sqm**
2.	2	Rajiv Chowk to Patel Chowk	Hauz Khas to Green Park	
3.	2	Patel Chowk to Central Secretariat	Green Park to AIIMS	
4.	2	Central Secretariat to Udyog Bhawan	AIIMS to Dilli Haat-INA	
5.	2	Udyog Bhawan to Lok Kalyan Marg	Dilli Haat-INA to Jor Bagh	
6.	2	Lok Kalyan Marg to Jor Bagh	Jor Bagh to Lok Kalyan Marg	
7.	2	Jor Bagh to Dilli Haat-INA	Lok Kalyan Marg to Udyog Bhawan	
8.	2	DilliHaat-INA to AIIMS	Udyog Bhawan to Central Secretariat	
9.	2	AIIMS to Green Park	Central Secretariat to Patel Chowk	
10.	2	Green Park to Hauz Khas	Patel Chowk to Rajiv Chowk	
11.	2	Hauz Khas to Malviya Nagar	Rajiv Chowk New Delhi	

Note:

1. The offered area would be calculated from 1st LDU to last LDU of each allotted tunnel section.

2. Minimum chargeable may increase or decrease as per feasibility of installation of tunnel advertising systems and approval from DMRC.

Annexure-II

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 "Modal Code of Conduct" shall be allowed during the period whereby "Modal Code of Conduct" has been enforced by Election Commission. Further, no advertisement which violates "Modal Code of Conduct" shall be permitted during the period whereby "Modal 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) No political advertisement shall be displayed/pasted at the space provided on lease for commercial advertisement during the period of Model code of conduct. If there is any political advertisement in the provided space, the same shall be removed immediately on enforcement of the Model code of Conduct.

i) All advertisement must be approved by DMRC before display in metro premises.

j) **Negative list of Advertisements:** the licensee shall take into account that the following types of advertisements are strictly prohibited:

- Nudity
- Racial advertisements or advertisements propagating caste, community or ethnic differences.

- Advertisements of drugs, alcohol, cigarette, or tobacco items.
- Advertisement propagating exploitation of women or child.
- Advertisements having sexual overtone.
- Advertisements depicting cruelty to animals.
- Advertisements depicting any nation or institution in poor light.
- Advertisements banned by the Advertising Council of India or by Law.
- Advertisements glorifying violence.
- Advertisements of destructive devices and explosives depicting items, weapons and related items.
- Lottery tickets, sweepstakes entries and slot machines related advertisements.
- Advertisements which may be obscene or contain pornography or contain an "indecent representation of women".
- Advertisements which may be defamatory, trade libelous, unlawfully threatening or unlawfully harassing.

DMRC

Annexure-III

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 earning through non operating revenue, has licensed advertising rights inside selected tunnel sections of Line-2 (Yellow Line) of DMRC Network to M/s_____ (herein after called "Licensee").
2. DMRC has agreed to provide to the Licensee, advertising spaces on "as is where is basis" in accordance to LOA No. _____dated _____.
3. Therein after referred to as advertising rights, 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 Nine (9) 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 advertising rights at selected metro stations of Line-3of DMRC network 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 advertising rights at selected metro stations of Line-3&4of DMRC network, 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 advise 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 whatsoever and without need for ascribing 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 en cashed 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 agrees 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 up to

_____ 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:

Witness–1

Signature _____

Name _____

Address _____

Witness–2

Signature _____

Name _____

Address _____

DMRC

Annexure-IV

UNDERTAKING FOR PAYMENTS THROUGH RTGS/NEFT/ECS MODE

No. ..... Dt. __/___/____

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–IV(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–IV(1). DMRC shall give their consent within two working days within the receipt of aforesaid intimation for submission of request as per Annexure–IV(2).
3. In case of any delay in receipt of aforesaid intimation mentioned at Pt. 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 Pt. 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 items 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 abovementioned procedure / terms and conditions related to submission of payments through RTGS/NEFT/ECS mode.

Date: _____/_____/_____

Name and designation of authorized representative of client/ Licensee/ company

Preferable mode of payment will be RTGS/NEFT/ECS and the same shall be intimated by the licensee to DMRC. Banker details viz. Account number, IFSC Code and other required details will be provided by DMRC to the licensee before any such payments.

DMRC

Annexure-IV (1)

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

1. Name and address of client/Licensee_____
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, Connaught Place Branch at New Delhi, IFSC code –UBIN0530786, MICR code – 110026006, A/c No. - 307801110050003**

Name and designation of authorized representative of client/ Licensee/ company

All clients/ Licensees 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 MGR/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 MGR/AM-Property Business

Annexure-IV (2)

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

To,

Delhi Metro Rail Corporation Ltd.
O/o- General Manager/ _____.
3rd Floor, Metro Bhawan,
Barakhamba Road,
Delhi – 110001

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 PB 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 client / Licensee / company

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 made– **M/s Union Bank of India, Connaught Place Branch at New Delhi, 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 MGR/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.

DMRC

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 given 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)**	**Rating of ELCB (A, mA)**	**Cable Size Copper (Sq.mm.) DB to Licensee premises**
STATION ELEVATED	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
	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 GROUND UNDER	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
	0.2 - 0.5	2	16, 30	3 Core x 4 Sq. mm (for single phase)
	0.5 - 0.7	3	16, 30	3 Core x 4 Sq. mm (for single phase)

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.

Annexure-V-C

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 worksprovided 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 bedone 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}

DMRC

Annexure-V-E

ELECTRICAL INSTALLATION TEST REPORT

S/N	Description	Details
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)

Annexure-VI

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.	Dy.HOD/PB:	Deputy Head of Department/Property Business
6.	EMD:	Earnest Money Deposit
7.	ID Card:	Identity Card
8.	KVA:	Kilo Volt Ampere
9.	KW:	Kilo Watt
10.	LF:	License Fee
11.	LOA:	Letter of Acceptance
12.	MoA:	Memorandum of Association
13.	MoU:	Memorandum of Understanding
14.	MRTS:	Mass Rapid Transport System
15.	NIT:	Notice Inviting Tender
16.	GST:	Goods & Service Tax
17.	PO:	Pay Order
18.	PoA:	Power of Attorney
19.	SD:	Interest Free Security Deposit/ Performance Security
20.	Sqm:	Square meter

Name of Metro Stations and their Codes

Sr. No.	Station Name	Station code
1	New Delhi	NDI
2	Rajiv Chowk	RCK
3	Patel Chowk	PTCK
4	Central Secretariat	CTST
5	Udyog Bhawan	UDB
6	Lok Kalyan Marg	LKM
7	Jor Bagh	JB
8	Dilli Haat-INA	INA
9	AIIMS	AIIMS
10	Green Park	GNPK
11	Hauz Khas	HKS
12	Malviya Nagar	MVNR

DMRC

Annexure-VII

Format for Handing/taking Over

Site admeasuring -------- x ------- = Sqm. in ----------Tunnel Section of DMRC is handed over to Sh.---------- of M/s ---------- on ---------- at----------hrs.---------- in the presence of PB,E&M,S&T, Works and Station Manager.

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 **PB cell**

E&M Dept. **Civil Dept.**

Station Manager

DMRC