

DRAFT LICENSE AGREEMENT

TABLE OF CONTENTS

ARTICLE-1: DEFINITIONS	8
ARTICLE-2: DISCLAIMER	11
ARTICLE-3: GRANT OF LICENSE	12
ARTICLE-4: MAINTENANCE AND OPERATION OF LICENSED SPACES	19
ARTICLE-5: RIGHTS AND OBLIGATIONS	22
ARTICLE-6: INDEMNITY AND INSURANCE	24
ARTICLE-7: FORCE MAJEURE	26
ARTICLE-8: BREACHES/SURRENDER/TERMINATION OF LICENSE AGREEMENT	27
ARTICLE-9: FACTORS GOVERNING SELECTION OF PERMISSIBLE ADVERTISEMENTS	32
ARTICLE-10: DISPUTE RESOLUTION	34
ARTICLE-11: REPRESENTATIONS AND WARRANTIES	45
ARTICLE-12: MISCELLANEOUS	47
ANNEXURE-I: DETAIL OF METRO TRAINS	49
ANNEXURE-II: FACTORS GOVERNING SELECTION OF PERMISSIBLE ADVT.	51
ANNEXURE-III:FORMAT FOR BANK GUARANTEE	53
ANNEXURE-IV: UNDERTAKING FOR PAYMENTS THROUGH RTGS/NEFT/ECS/ CUTOMER PAYMENT PORTAL MODE	57
ANNEXURE-V: HANDING OVER/TAKING OVER NOTE	62
ANNEXURE-VI: LIST OF ABBREVIATIONS USED IN THE TENDER DOCUMENT	63



License Agreement No. _____

THIS AGREEMENT entered into at **New** Delhi on **this** the ____ day of _____ 20__ 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 the 'Licensor' (which expression shall unless repugnant to the context or meaning thereof include it's successors and assigns) of the **First Party**

AND

M/s _____ incorporated under the companies act 1956 (as amended in 2013) having its registered office at _____ and represented by its duly authorized signatory, Sh./Smt. _____ hereinafter called 'Licensee' 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 part finance its project through Licensing of Commercial Advertisements in DMRC Network has invited open E Tender to License out exclusive Advertisement Rights of Delhi Metro Trains on Line -8 of its network on as is where is basis, to be identified, media vehicle(s) fabricated, installed and commissioned by the Licensee with prior approval of DMRC inside Metro Trains as mentioned in Annexure-I of this document & RFP. Based on fulfillment of eligibility criteria as laid down in RFP document, The successful bidder M/s _____, hereinafter called as the licensee has been selected for assigning **Exclusive Advertisement Rights of Delhi Metro Trains on Line-8 on 'as is where is basis'** as detailed in Annexure-I of this Agreement.
- b) Advertisements are licensed on bare sites in the Delhi Metro Trains on Line-8 on as is where is basis (to be identified by the licensee and approved by DMRC) and commissioned by the licensee at its own cost and by fixing advertisement panels as per DMRC standards.
- c) DMRC has agreed to provide to the licensee advertising spaces (to be identified by the licensee and approved by DMRC) on "**as is where is basis**", hereinafter referred to as advertisement spaces, as mentioned below on the terms and conditions hereunder contained.

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

- 1.0 The following documents shall be deemed to form an integral part of and be read and construed as part of this agreement, namely:
 - a) Letter of Acceptance No. _____ dated _____.
 - b) Tender Document including DLA, Addendum/Corrigendum, Reply of pre-bid queries etc.
 - c) Financial Bid Form
 - d) Any other document forming part of the tender/bidding process.

2.0 SCOPE OF WORK

The selected Bidder shall have exclusive rights to design, procure/manufacture, install, manage, operate, maintain, market and sell advertising opportunities at Selected Delhi Metro Trains on Line-8 subject to the terms and conditions

specified in the License Agreement. Licensee shall be responsible for the following activities:-

- a) The Licensee shall earmark 5% out of total advertisement spaces inside the metro trains for carrying out DMRC campaign, social activities, social messages, etc. in consonance with its extant CSR policy. Cost for printing advertisements with regard to social marketing activities or social messages shall be borne by DMRC. Out of total advertisement area to be allotted, 5% space is to be reserved for social messages i.e. 5% for CSR including the total advertisement area and DMRC shall charge on the total tendered area.
- b) Procurement, fabrication, installation & erection of advertising units. Advertisement inventory shall include prefabricated static advertisement spaces/panels, Passenger Information Display (as per details in Annexure 1 of this DLA and Annexure 1 of RFP) inside metro trains and train exterior for wrapping. The Licensee shall bear the cost of integration, required software, and cost of conversion of the static panels to digital as permissible.
- c) Operate, manage and maintain the entire advertisement plans.
- d) Management of sales & marketing of the train advertising including providing adequate professionally trained manpower.
- e) Design of themes depicting Delhi culture and its natural beauty and Delhi tourism for display at the advertising sites as per the tender conditions.
- f) Promote DMRC amongst India's top three Destination Brands for Advertising.
- g) Create new innovative advertising opportunities of metro trains including Experiential Marketing, advertisements by visual aids, and smart posters for use e-commerce for on-line or off-line shopping purposes, etc.
- h) Obtain all approvals, permits, etc. from all competent authorities including different tiers of government, statutory, local, Civic Authorities, etc. at their own cost.
- i) Comply with all statutory requirements in connection with License Agreement.
- j) The details of all available static panels (including those which can be converted to digital) PID area is given as per Annexure 1 of DLA and Annexure 1 of RFP.
- k) Ensure regular and timely payments of all amounts due to DMRC and discharge all obligations as per License Agreement.
- l) All taxes including Municipal/Advertisement Taxes, GST and all other statutory dues where applicable shall be borne solely by the licensee without any contest.
- m) At present, DMRC is not liable to share its revenue generated from advertisements inside DMRC Metro stations/trains with local bodies including MCD, etc. However, if DMRC becomes liable to share revenue with local bodies from advertisements Inside Selected Metro Stations/trains 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.

- n) The maintenance of the static advertisement panels is to be carried out and done by the licensee at its own cost.
- o) The maintenance of the digital panels being used by the licensee shall be done by DMRC at the cost of licensee, the lump sum cost of which has been included in the maintenance / service charges provided in the tender document i.e. Rs. 3.00 lakh per depot per quarter plus GST, to be increase and escalated @ 20% after completion of every 3 years of license period on compounding basis.

3.0 Route/Section Available For Exclusive Advertisement Rights inside Metro Trains on L-8:

Selected bidder shall be permitted to display advertisements inside Delhi Metro Trains on Line No. 8 at static advertisement spaces/panels, Passenger Information display screens inside metro trains and on train exterior for wrapping. Advertisements on DRMs (Digital Route Maps), floor of Trains and strap hangers are not permissible

- a) Maximum number of train coaches/cars where train wraps are permissible shall be 10% of total train coaches/cars subject to maximum limit of 20% of total train sets under operational holding (As per Annexure-1) of any make and configuration for the Line-8.

Note: Considering that the total number of trains running on Line-08 are presently 29 and accordingly the total number of train coaches will be $29 \times 6 = 174$.

- b) As per the contract conditions, Licensee can use upto 10% of the total train coaches/cars subject to a maximum limit of 20% of the total train sets under operational holdings of any make and configuration on Line-8.
- c) Additional coaches

Additional coaches if needed by the licensee for wrapping beyond 10% of total train coaches but subject to & within the maximum limit of 20% of total train sets under operational holding, it shall be offered @ Rs 84,000/-per coach/month excluding all taxes which are also payable along with the License fee and which shall be escalated @ 20% on completion of every three years of contract period on compounding basis (after every 3 years from Commencement date of License period). The additional coaches shall be offered and charged minimum for one month at a time.

Note: If the total no. of car coaches are 42, then car coaches available for wrapping are 4. If the total no. of car coaches are 48, then car coaches available for wrapping are 5.

4.0 Charging of License Fee:

- a) The Licensee shall pay the quoted Licensee Fee for the advertisement rights on DMRC trains on Line-8 of DMRC network and wrapping of trains of Line-8, subject to maximum of 10% of total train coaches & subject to maximum of 20% of total train sets under operational holding of any make & configuration on Line-8 as mentioned in Annexure-I, amounting to Rs. XXX (as per the quoted rate) to DMRC plus GST as applicable for a period of 12 months. The License Fee shall be payable in advance on quarterly basis to DMRC, by the last working day of the previously running quarter, calculated on the basis of the quoted annual license fee.

The maintenance of the digital panels being used by the licensee shall be done by DMRC at the cost of licensee, the lump sum cost of which has been included in the maintenance / service charges provided in the tender document i.e. Rs. 3.00 lakh per depot per quarter plus GST, to be increase and escalated @ 20% after completion of every 3 years of license period on compounding basis.

The quoted annual license fee shall be escalated and increased by 20% on completion of every 3 (Three) years of the License Period on compounding basis.

- b) The Exclusive Advertisement Rights of Delhi Metro Trains shall be granted for trains under operation at Line-8 after issue of Letter of Acceptance and handing over of trains for display of advertisement by DMRC.
- c) The configuration of each train set may be modified by DMRC at any stage on Line-8. DMRC may induct additional train sets in Line-8 or withdraw any train set from the service in Line-8, without giving any prior intimation to the Licensee. However, there shall not be any reduction/modification in the annual License Fee except for the provision for increase in license fee due to increase in holding beyond 174 cars/coaches on Line-8 as detailed below. The licensee will not have any claim for compensation, damages etc. in this regard.
- d) **The amount of the license fee payable to DMRC shall remain valid up to 174 number of car coaches holding in Line 8. If there is any increase in car coaches beyond 174 on Line 8, the amount of license fee payable to DMRC shall be increased on pro-rata basis from the date of induction of the train from revenue service.**
- a) The selected bidder/licensee shall ensure that the train exteriors and interiors are not spoiled or damaged in the process of displaying the advertisements and particular care should be exercised while displaying advertisements as train wraps. Utmost care shall be exercised while affixing or removing of train wraps on exterior surface of Metro Trains and ensure that no damage of whatsoever nature is caused to the exterior surfaces, including but not limited to peeling off surface paint, scratches, dents, etc.

b) **That the Licensee hereby covenants as follows:**

- i) Licensee hereby assumes responsibility for Exclusive Advertising Rights Inside DMRC Trains on Line No. 8 as specified in Annexure-I. Licensee shall be responsible for designing, procurement, manufacture, fabrication, installation, commissioning, management, operation, maintenance, marketing and selling advertisement spaces/opportunities inside trains as specified in this Agreement at its own cost. All the advertisement sites and formats proposed by the Licensee are subject to approval by DMRC with regard to operational feasibility, aesthetics, and safety and security concerns.
- ii) Licensee irrevocably agrees to make all payments including License Fee as per this Agreement as and when due without delay or demur and without waiting for any formal advice from DMRC.
- iii) The Licensee confirms having examined the potential locations Inside Delhi Metro Trains on Line-8 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 Metro trains 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.
- iv) 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.

..../...../202__

..../...../ 202__

(.....)

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

Witness (DMRC)

Witness (LICENSEE)

ARTICLE-1:

DEFINITIONS

- a) **“Advertisements” or “Advertising”** means display of any advertisement material including pictures, printed material, electric, electronic media, smart posters, visual display or any other innovative advertising media etc., which are not objectionable or prohibited under various statues, codes, policies etc. applicable from time to time(Except audio advertising in any form).
- b) **“Agreement”** means the License Agreement to be executed between DMRC and the Selected Bidder in the format approved by DMRC and includes any amendments, annexure hereto made in accordance with the provisions hereof.
- c) **“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.
- d) **“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.
- e) **“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.
- f) **“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.
- g) **“Bidder”** means any entity which is a registered 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 etc.
- h) **“Bid Security”** means the refundable amount to be submitted by the Bidder along with Tender Documents to DMRC as a security against the earnestness of bid.
- i) **“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.
- j) **“Commencement Date or Handover Date”** means the date on which the first lot of trains are handed over by DMRC to the Selected Bidder, in accordance with the terms of this agreement.
- k) **“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.
- l) **“DMRC”** means Delhi Metro Rail Corporation Limited.
- m) **“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.
- n) **“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.
- o) **“Licensee”** means the Selected Bidder, who has executed the license agreement with DMRC pursuant to bidding process.
- p) **“License Fee”** means the amount payable by the licensee to DMRC as per rates offered by the Selected Bidder for utilization of licensed space and accepted by DMRC to be paid by the Licensee along with other charges and any kind of Central or State Taxes, local levies, statutory dues, GST etc. that may be payable by the licensee as per prevalent law.
- q) **“License Period”** means the period beginning from the Commencement Date and ending on the Termination Date.

- r) **"Permits"** shall mean and include all applicable statutory, environmental or regulatory licenses, authorization, permits, consents, approvals, registrations and franchises from concerned authorities.
- s) **"Selected Bidder"** means the bidder who has been selected by DMRC, pursuant to the bidding process for award of license.
- t) **"Tax"** means and includes all taxes, fee, Cess, levies that may be payable by the Licensee under the Applicable Law to the Government or any of its agencies.
- u) **"Termination Date"** means the end of the License period or date of sooner determination of the License period in accordance with the terms of this Agreement whichever is earlier.
- v) "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;
- w) **"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.
- x) **"A 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.
- y) **"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.

ARTICLE-2

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 of train advertisement & shall be fully responsible for its assessment in this regards.
- c. It has examined/assessed the potential advertising location/spaces of metro trains & fully understands & comprehends the technical, financial, commercial & investment requirements. It has fully analyzed to its full satisfaction the business viability of this License/Contract & hereby voluntarily & unequivocally agrees not to seek any claim for damages, compensation, costs, etc. whatsoever in this regard at any point of time.



**ARTICLE-3:
GRANT OF LICENSE**

TENURE OF LICENSE

3.1 Tenure of the license agreement for Exclusive Advertisement Rights for the said advertisement spaces for trains on Line-8 of DMRC network shall be for 9 (nine) years from the date of handing over of first set of Trains for advertisement on/of Line-8 to the Licensee. Tenure of the agreement of the lines/ trains handed over subsequently for said agreement shall be co-terminus with the tenure of the trains handed over in the first lot. The date of handing over of first set of trains on Line-8 shall be considered as commencement date of License period. **There is no provision for any further extension of tenure of the License Agreement/ Contract. There shall be fitment period of 30 days from the day of first handing over the first lot of trains for advertisement or date of deemed handing over, whichever is earlier. The license fee shall commence immediately after expiry of the fitment period of 30 days i.e. from the 31st day from the date of first handing over of the first lot of trains for advertisement or date of deemed handing over,, whichever is earlier.**

3.2 There shall be a lock in period of two years from the date of commencement of license period.

a) **Available services after ROD of extension of Line-8.**

- I. The extension of line-8 under Phase IV is under construction from Janakpuri West to RK Ashram corridor. Length of the extended line shall be approx. 28.92 Kms having approx. 22 Stations.
- II. Tentative date of completion of the corridor is JUNE 2024.
- III. 144 cars (24 Trains) approx. shall be commissioned after the extension of Line-8 in phase IV.

Note: The data/Details in the above information (clause no. 3.2 (a)) is tentative/approximate which is subject to variation. No claim what so ever shall be entertained on the account of any variation in the above data/details.

LICENSE FEE

3.3 Charging of License Fee:

The licensee shall pay the quoted Annual License Fee for advertisement rights on DMRC trains on Line-8 of DMRC network & wrapping of trains of Line-8, subject to maximum of 10% of total train coaches and subject to maximum of 20% of total train sets under operational holding of any make & configuration on Line-8 as mentioned in Annexure-I, amounting to Rs. XXXX (as per the quoted rate) to DMRC plus GST as applicable, payable for a period of 12 months. The license fee shall be payable in advance on quarterly basis to DMRC, by the last working day of previous running quarter, calculated on the basis of the quoted Annual License Fee.

The license fee shall commence immediately after expiry of the fitment period of 30 days i.e. from the 31st day from the date of first handing over of the first lot of trains for advertisement or date of deemed handing over, whichever is earlier.

The quoted Annual License Fee shall be escalated & increased by 20% on completion of every three (3) years of the license period on compounding basis.

The maintenance of the digital panels being used by the licensee shall be done by DMRC at the cost of licensee, the lump sum cost of which has been included in the maintenance / service charges provided in the tender document i.e. Rs. 3.00 lakh per depot per quarter plus GST, to be increase and escalated @ 20% after completion of every 3 years of license period on compounding basis.

The Exclusive Advertisement Rights of Delhi Metro Trains shall be granted for trains under operation at line- 8 after issue of Letter of Acceptance and handing over of trains by DMRC.

- 3.4 All Metro Trains as detailed in Annexure-I shall be handed over for advertisements within 10 days from the date of receipt of full payment as stipulated in Letter of Acceptance. The License Fee shall commence immediately after expiry of fitment period i.e.30 days after the date of the first handing over of **first lot of** trains by DMRC.
- 3.5 Along with License Fee, Licensee shall also pay other dues like Maintenance/ Service Charges, GST, statutory dues/liabilities, damage/penal charges, pending arrears, etc. as applicable.
- 3.6 The Licensee should preferably make the payments of advance License fee payable on quarterly basis to DMRC by E-mode i.e. RTGS/NEFT/IMPS/Customer payment portal for credit of account of DMRC Ltd. after taking prior Approval of DMRC and duly complying with the laid down procedure (Annexure-IV) of DMRC in this regard. The Licensee Fee may also be paid by DD/PO in favor of DMRC Ltd. payable at New Delhi and drawn on a scheduled commercial bank.
- 3.7 The trains of Line-8 in each depot shall be handed over after due acknowledgment from the concerned depot in-charge as per the prescribed pro-forma Performa given in Annexure-V. If the successful bidder fails to take over the licensed advertisement spaces (metro trains) on the scheduled date as mentioned in the letter of intent for whatsoever reasons, the same shall be deemed handed over on the 11th day from the date receipt of full LOA payment or on the intended date of handing over whichever is earlier. If DMRC fails to hand over any part of a licensed advertisement spaces (metro trains) 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 License fee for coaches/train sets handed over subsequently shall commence immediately after the date of handing over of Trains, without consideration of any fitment period.

- 3.8 The configuration of each train set may be modified by DMRC at any stage on line- 8. DMRC may induct additional train sets in line-8 or withdraw any train set from the service online-8, without giving any prior intimation to the Licensee. However, there shall not be any reduction/increase modification in the annual license fee, except for the provision of increase in license fee due to of increase in holding beyond 174 car coaches on Line-8 as mentioned below. Licensee will not have any claim for compensation, damage, etc., in this regard.
- 3.9 The amount of the license fee payable to DMRC shall remain valid up to 174 number of car coaches holding in Line 8. If there is any increase in car coaches beyond 174 on Line 8, the amount of license fee payable to DMRC shall be increased on pro rata basis from the date of induction of the train from revenue service.**
- 3.10 The reconciliation of license fee and other dues shall be carried out on half-yearly basis. Based on reconciliation, the adjustment of license fee payable to DMRC shall be carried out along with payment of next quarter's License Fees.
- 3.11 The License Fee and other recurring charges and the Interest Free Security Deposit/ Performance Security shall be escalated& increased by 20% on completion of every 3 (three) years of License period i.e. after every 3 years from the commencement date of License period on compounding basis.**
- 3.12 The license fee along with GST 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 | - | 1 st April - 30 th June |
| ▪ Period for the issue of invoice | - | 1 st March - 15 th March |
| ▪ Last Date of payment of Dues to DMRC | - | 31 st March |
- 3.13 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 an 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.
- 3.14 Licensee shall periodically advise the details of payment deposited with DMRC. In the case of non-submission of such details, initially Third Party dues, i.e. statutory dues/ liabilities shall be settled (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 annual basis. Discrepancy, if any, shall be adjusted in next invoice.
- 3.15 If the Licensee fails to pay or partly pay the 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 outstanding. 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 the entire payable amount of License Fee and other dues are finally squared up & paid to DMRC.

- a) If the Licensee failing to pay the outstanding License Fee and other dues within 15 day's cure Notice, DMRC shall issue 30 days termination notice to make payment of outstanding License Fee and other dues. No representation of licensee shall be entertained in this period till the licensee pays all 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 clause no.- 8.5 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, 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 at '0'/NIL value. DMRC shall be free to dispose-off the property/goods whatsoever manner as it deems fit. Licensee shall have no claim for compensation or consideration/damages in this regard.
- d) The Licensee should preferably make the payment of advance quarterly License fee and GST to DMRC by E mode via RTGS/NEFT/IMPS/Customer payment portal for credit in DMRC account. Licensee shall take prior approval of DMRC after complying with the required procedure/guidelines as per Annexure-IV of DLA. The license fee may also be paid by DD/PO in favor of DMRC Ltd. payable at New Delhi & drawn on a scheduled commercial bank.
- e) 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 30 days of receipt of such notice of termination by DMRC.

3.16 Interest Free Security Deposit/ Performance Security:

- a) The selected Bidder(s)/Licensee shall submit & pay Interest Free Security Deposit/Performance Security to DMRC equivalent to half yearly (6 months) License Fee as quoted by the bidder for the total number of trains as mentioned in Annexure-1 for Line-8. May also please refer to Clause 3.5 (Chapter 3) of RFP in this regard.
- b) The selected Bidder is required to pay & deposit minimum 25% of the Interest Free Security Deposit/Performance Security in the form of DD/PO only in favour of DMRC Ltd, payable in Delhi/ New Delhi & issued by a scheduled commercial bank , the remaining or 75% of Interest Free Security Deposit/Performance Security can be paid & submitted in the form of Bank Guarantee (BG)/DD/PO in favour of DMRC Ltd. Interest Free Security Deposit/Performance Security upto Rs.10 lakh shall be payable in the form of DD/PO only.
- c) The interest free Security Deposit/ Performance Security shall be accepted in the following form:
Bank Draft/PO in favor of DMRC Ltd, payable at New Delhi & issued from a Scheduled Commercial Bank based in India,
or
Irrevocable Bank Guarantee in the prescribed **format, as per annexure-III, of DLA**, issued by the State Bank of India or any other Nationalized Bank or any other Scheduled Commercial Bank, acceptable to DMRC, from/payable at branches located in Delhi/ New Delhi. The Bank Guarantee shall be valid for at least three years. The Bank Guarantee shall be extended and renewed every three years, **on rolling basis** well before expiry of previous Bank Guarantee, failing which the previous Bank Guarantee shall be invoked and encashed by DMRC without any prior intimation to the licensee. For last year of license period the Bank Guarantee shall be extended and renewed for residual period of contract plus six months and shall renew it further, 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 notice to the licensee. The BG issuing bank must be on structured financial messaging system (SFMS) platform and an advice of Bank Guarantee must invariably be sent by the issuing bank to the designated bank of DMRC through SFMS before it becomes operative & acceptable to DMRC. It is therefore in the own interest of the licensee to obtain from DMRC details of its designated bank & to advise these to the BG issuing Bank & request them to send advice of the BG through the SFMS platform. DMRC's designated bank, at present for confirmation of bank guarantee is detailed as under:

ICICI BANK Ltd.

9A, PHELPS BUILDING

CANNAUGHT PLACE, NEW DELHI-110001

IFSC CODE: ICIC0000007

- 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.
- 3.17 The License Fee, maintenance charges of the digital screens and the Interest Free Security Deposit/ Performance Security shall be increased & escalated by 20% on completion of every 3 (three) years of the license period i.e. after every 3 years from the commencement date of License period on compounding basis. On completion of every three years, the escalated IFSD shall be paid / calculated on the basis of increase in the number of cars/trains, which are actually in operations on the said date of escalation.
- 3.18 The Interest Free Security Deposit / Performance Security shall be escalated & updated by 20% after every three years from the commencement date of License period on compounding basis (25% of the Interest Free Security Deposit/Performance Security shall be paid to DMRC in the form of DD/PO only, the remaining or 75% of Interest Free Security Deposit/Performance Security can be submitted & paid in the form of Bank Guarantee (BG)/DD/PO. The Interest Free Security Deposit / Performance Security shall not be modified on account of any increase or decrease in the number of coaches, **as per Annexure-I of the DLA, for the first three years of the contract period.** As per Clause No. 3.16 (b), Interest Free Security Deposit / Performance Security up to Rs. 10 lakhs shall be payable in the form of DD/PO only.
- 3.19 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 which DMRC becomes liable to the Government/Third party due to any default of the Licensee or any of his servant/ agent.
 - c) Any payment/ fine made under the order/judgment of any court/consumer forum or law enforcing agency or any person working on his behalf.
 - d) Any other outstanding DMRC's dues/ claims, which remain outstanding after completing the course of action as per this License Agreement.
- 3.20 Once an amount is debited from the interest free Security Deposit/Performance Security, the Licensee shall replenish the Security Deposit/Performance Security to the extent the amount is debited, within 15 days period, failing which, it shall be treated as Licensee's event of default, enabling DMRC to act as per the provision of The License Agreement for the non-payment of dues.

- 3.21 The Licensee shall earmark 5% of total advertisement spaces inside the trains, acceptable to DMRC, for carrying out social activities or social messages in consonance with its extant CSR policy. Cost for printing advertisements with regard to social marketing activities or social messages shall be borne by DMRC. Out of the total advertisement space to be allotted, 5% space is to be reserved for social messages i.e. 5% for CSR is including the total advertisement area and DMRC shall charge on the total tendered area.

TAXES AND OTHER STATUTORY DUES

- 3.22 All other statutory taxes, statutory dues, local levies, GST, etc. as applicable from time to time shall be charged extra and shall be remitted 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 the rates of GST shall also be applicable.
- 3.23 Payment of stamp duty on execution of license agreement, if any, shall be borne by licensee.
- 3.24 Taxes/Municipal Taxes, if any, shall be solely borne by licensee.
- 3.25 The licensee will not ask for any claim or compensation from DMRC if advertisements are not permitted due to local laws/ action of civil authorities. The maintenance of all advertisement inserts will be borne by licensee.
- 3.26 At present, DMRC is not liable to share its revenue generated from advertisements from Metro Trains with local bodies including MCD, etc. However, in future, if DMRC becomes liable to share revenue with local bodies from advertisements from Delhi Metro Trains in future including those from train wraps, 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-4:

MAINTENANCE AND OPERATION OF LICENSED SPACES

4 Maintenance of Advertisement Spaces

1.1 For Static Advertisements :

Licensee shall keep and maintain, **at its own cost** the advertisement media in neat and clean condition and in safe & sound manner during the currency of License Agreement all the time of License tenure. Any defective or weak structure should be rectified/replaced by licensee immediately, at its own cost immediately with new proper structure. DMRC shall extend due assistance in sorting out the maintenance problem. The license fee shall not be reduced on account of defective panels, maintenance delays etc. at any cost. In case of any incident/injury caused by advertisement media, due to error/omission attributable on the part of to Licensee, the Licensee shall be responsible for all such claims/compensation, whatsoever.

For Digital Advertisements:

The maintenance of all digital screens shall be done by DMRC. The Licensee is required to pay quarterly **maintenance/service charge of Rs. 3 Lacs (Rs. Three Lakh only) per depot for Line-8 plus GST** along with applicable license fee and **shall be escalated by 20% on completion of every 3 (three) years of the License period on compounding basis. Further, the maintenance charges shall not be charged during the fitment period.**

The reduction in licensee fee or any claim shall not be entertained on account of defective panels, maintenance delays etc. at any cost. In case of any incident/injury caused by advertisement media, due to error/omission attributable on the part of Licensee, the Licensee shall be responsible for all such claims/compensation, whatsoever. Licensee shall provide digital advertisement in the acceptable/desired format to DMRC which shall be uploaded by DMRC staff. This shall be done on working days only for a maximum of 6 cars/day/depot.

Further, the reduction in License fee or any claim on account of non-uploading of advertisements or uploading in less number of cars than 6 in digital panels due to operational/technical or due to any other reason, shall not be entertained.

- 1.2 The Licensee shall exercise extreme care in affixing or removal removing of train wraps on exterior surface of Metro Trains and ensure that no damage of whatsoever nature is caused to the exterior surfaces, including but not limited to peeling off surface paint, scratches, dents, etc. A good quality of adhesive material of contra vision, 3M, similar or higher specifications may be used. In case, any damage is noticed, DMRC shall work out the compensation amount for its rectification. The Licensee shall be liable to deposit this compensation

- amount to DMRC on advice within 30 days of its receipt of intimation letter from DMRC, failing which interest @ 2 % per month shall be charged till the amount is finally paid. After completion/surrender/termination of License Agreement, the Licensee shall handover the trains to DMRC after removal of all train wraps, adhesives, creative, etc. in a satisfactory manner, free from scratch/dents attributable to train wrapping.
- 1.3 Licensee shall ensure that Licensee and its employees or other persons involved in the execution of the work does not in any way impinge on the safety and security of metro operations, safety & convenience of commuter, safety of metro properties and its assets. In case of serious accident caused due to negligence of the Licensee, resulting in injury, death to commuters or DMRC employees or loss to DMRC property, it shall constitute Material Breach of Contract and shall be considered Licensee's Event of Default that shall entitle DMRC to terminate the License Agreement with 30 days written termination notice.
- 1.4 Access to depots/stations for the purpose of placement of advertisements shall be regulated by the office of the General Manager/Property Business and the Licensee is required to take necessary permissions in this regard from the office of General Manager/Property Business as per extant policy of DMRC. It is clarified that the permission to the Licensee shall not be unduly denied.
- 1.5 Inspection will be conducted by DMRC officials at regular interval. Discrepancy noticed or instructions issued by DMRC shall be rectified/complied with by the Licensee within a period of 7 days, failing which, DMRC reserves the right to impose fine up to Rs. 5,000/- per instance of violation per week per Train. Deliberate or wilful non-compliance of DMRC written instructions for a period of 90 days shall constitute Material breach and Licensee Event of Default, which shall entitle DMRC to forfeit Interest Free Security Deposit/Performance Security in part or in full and or terminate the License Agreement after giving 90 days' notice to the Licensee.
- 1.6 Such termination of the License Agreement and forfeiture of Interest Free Security Deposit/Performance Security by DMRC shall be without prejudice to any other damages, rights or remedies applicable under law in its favour.
- 1.7 **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 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.
----	---

- a) The option to impose fine, penalty, etc. under this License Agreement shall be exercised by DMRC official not below the rank of Deputy HOD of Property Business Department.

4.2 **Minimum Material Specifications:-**

Licensee shall provide advertisement media conforming to international standards of high quality advertising comparable to Airports and Metro of leading nations. Advertising media is to be made from Fire Retardant, Low Smoke and comply with all Indian and International Standards.

Specifications of Train Wrap:

The Licensee shall exercise extreme care in affixing or removing of train wraps on exterior surface of Metro Trains and ensure that no damage of whatsoever nature is caused to the exterior surfaces, including but not limited to peeling off surface paint, scratches, dents, etc. A good quality of train wraps of 3M or M/s LG Hausys make or equivalent/higher specifications may be used. The train wraps on glass pane should be of contra- vision type so that it does not hamper or obstruct the visibility.

ARTICLE-5:

RIGHTS AND OBLIGATIONS

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

5.2 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.

- 5.3 The Licensee shall comply with all rules and regulations under the Metro Railways (Operations and Maintenance) Act 2002 & amendments thereto.
- 5.4 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-6:

INDEMNITY AND INSURANCE

- 6.1 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.
- 6.2 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.
- 6.3 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 his 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.
- 6.4 The licensee must strictly comply with all the provisions of The EPF Act 1952, The ESI Act 1948, Minimum Wages Act 1948, Labour Laws & regulation in force including but not limited to the Contract Labour (Regulation & Abolition) Act- 1986 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.
- 6.5 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.
- 6.6 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.
- 6.7 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.

- 6.8 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.
- 6.9 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.
- 6.10 The Licensee shall indemnify and keep indemnified DMRC for any losses/ penalties on this account levied by any Judicial/ Statutory Authorities/ Courts on Licensee.
- 6.11 Insurance and Waiver of Liability: The Licensee shall bear the cost, throughout the term of the License, for a comprehensive general liability insurance covering injury to or death of any person(s) while working in DMRC premises, including death or injury caused by the negligence of the Licensee or the Licensee's failure to perform its obligations under the agreement. Upon DMRC's request, the Licensee shall submit to DMRC, suitable evidence that the foregoing policy or policies are in effect. In the event of the default i.e. avoiding the insurance cover, the Licensee agrees and undertakes to indemnify and hold the licensor harmless against all liabilities, losses, damages, claims, expenses suffered by the licensor as a result of such default by the Licensee.

ARTICLE-7: FORCE MAJEURE

7.1 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 Licensor/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, though not being obliged to terminate this agreement by giving 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-8:

BREACHES/SURRENDER/TERMINATION OF LICENSE AGREEMENT

Surrender of License Agreement:

- 8.1 If the Licensee is desirous of surrendering the license hereby created before expiry of the lock-in period of 2 years, the License Agreement shall be deemed to be surrendered 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 at '0'/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.
- 8.2 The Licensee shall have option to surrender from the License Agreement immediately after completion of lock-in period of 2 years. For this, the licensee shall give 180 days prior notice/intimation to DMRC which may be given before completion of defined lock-in period. 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 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 '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.
- 8.3 If the Licensee is desirous of surrendering the license after expiry of lock-in period without serving any prior intimation period or shorter intimation period than 180 days, the agreement shall be deemed to be surrendered 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 at '0'/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.

- 8.4 In case of successful completion of the full term of the License period i.e. Nine (9) years from commencement date of License Period, in such a case, balance Interest Free Security Deposit/Performance Security of the Licensee shall be refunded after adjusting the outstanding dues. If, balance outstanding dues 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 '0'/NIL value & be free to dispose of the same in any manner deemed fit. 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

8.5 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 three written notice (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

- 8.6 Provided that in the event of application of clauses 8.5 (a) and (b) above, DMRC shall give to the Licensee 15 days' time to cure the default and in the event the Licensee rectify the default to the satisfaction of the DMRC within the cure period, the event shall not be considered as a Licensee Event of Default.
- 8.7 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.

However, in the event of application of Clause No. 8.5(c) to (n), DMRC may terminate the license agreement with immediate effect

8.8 Termination on Operational Ground:

DMRC reserves the right to terminate the License Agreement on operational ground by giving three month 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.

8.9 Termination due to Force Majeure conditions: The License Agreement may be terminated for Force Majeure Reasons as specified in ARTICLE-7.

Other Terms & Conditions:

8.10 Upon termination/ completion of License Agreement:

- a) All sub-licenses/ third party agreements, 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 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 at 0/nil value. DMRC shall be free to dispose-off the property/goods whatsoever manner as it deems fit. Licensee shall have no claim for compensation or consideration/damages in this regard.
- 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.

8.11 Upon termination of the license agreement, the Licensee shall handover the vacant possession of premises to the Depot-in-Charge/Station-in-Charge or his 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 damage charges.

8.12 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 & to enable 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 terminates the contract within the lock-in period.

- 8.13 After vacating the premises, the Licensee shall submit a vacation certificate issued by the Depot-in-Charge/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 Depot-in-Charge/Station in-charge or its authorized representative, shall not be accepted.
- 8.14 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 Depot-in-Charge/Station in-charge or his authorized representative subsequent to termination of License Agreement.
- 8.15 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.
- 8.16 On termination of Agreement, DMRC shall have rights to re-market or to seal/ lock the Licensed Space.

ARTICLE: 9

FACTORS GOVERNING SELECTION OF PERMISSIBLE ADVERTISEMENTS / NEGATIVE ADVERTISEMENTS:

- 9.0 The Licensee shall take into account the following aspects while selecting advertisements and abide by all the instruction of the authorized DMRC representative on the same:
- a) The licensee is prohibited from carrying information or graphic or other items relating to alcohol and tobacco products.
 - b) The licensee will not have objectionable and indecent portrays of people, products or any terms.
 - c) The use of DMRC name, logo or title without prior written permission is strictly prohibited. No co-branding with the Licensor is allowed, without prior permission.
 - d) No Surrogate advertisements are permitted unless application for placement of the same is accompanied by "no objection certificate" from the Ministry of Information and Broadcasting.
 - e) Advertisements pertaining to achievements by different Governments, their Departments, Ministries, Government Undertakings, other Authorities or Political Parties shall be permitted. However, no advertisement of any political party, person violating "Model Code of Conduct" shall be allowed during the period whereby "Model Code of Conduct" has been enforced by Election Commission. Further, no advertisement which violates "Model Code of Conduct" shall be permitted during the period whereby "Model Code of Conduct" have been enforced by Election Commission
 - f) **Any type of audio advertisement including that from Digital Media if any shall not be allowed.**
 - g) (i) All advertisement creative has to be approved by DMRC before display in metro premises.
(ii) Station Naming & Co-branding shall not be allowed.
 - h) **Negative List of Advertisements:** The Licensee shall take into account that the following types of advertisements are strictly prohibited:
 - 1. Nudity.
 - 2. Racial Advertisements or advertisements propagating caste, community or ethnic differences.
 - 3. Advertisement of drugs, alcohol, cigarette, or tobacco items.
 - 4. Advertisements propagating exploitation of women or child.
 - 5. Advertisement having sexual overtone.
 - 6. Advertisement depicting cruelty to animals.

7. Advertisement depicting any nation or institution in poor light.
8. Advertisement banned by the Advertising Council of India or by law.
9. Advertising glorifying violence.
10. Advertisements of destructive devices and explosives depicting items, weapons and related items.
11. Lottery tickets, sweepstakes entries and slot machines related advertisements.
12. Advertisements which may be obscene or contain pornography or contain an "indecent representation of women".
13. Advertisements which may be defamatory, trade libelous, unlawfully threatening or unlawfully harassing.
14. It should be ensured that all political parties and candidates get equitable opportunity to have access to such advertisement spaces for election related advertisement during election period and such spaces should not be dominated/monopolised by any particular party(ies) or candidate(s). Fair and equal opportunity has to be given to all parties/candidates.
15. "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".



ARTICLE-10 **DISPUTE RESOLUTION**

10.1 Amicable Resolution:

10.1.1 No legal action till dispute settlement procedure is exhausted.

Any and all disputes shall be settled in accordance with the provisions of Article 10. 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 10 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.

10.1.2 Notice of Dispute

For the purpose of Sub-Clause 10.1.2, 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.

10.1.3 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.

10.1.4 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.

10.1.5 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.

10.1.6 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.

10.2 **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:

10.2.1 **Number 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. (Three) arbitrators in all other case.

10.2.2 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.

10.2.3 Qualification and Experience of Arbitrators (to be appointed as per sub-clause 10.2.2 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.

- 10.2.4** No new claim shall be added during proceedings by either party. However, a party may amend or supplement the original claim or defense thereof during the course of arbitration proceedings subject to acceptance by Tribunal having due regard to the delay in making it.

- 10.2.5** 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.

- 10.2.6** 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.
- 10.2.7** 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.
- 10.2.8** 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.
- 10.2.9** 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.
- 10.2.10** 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.
- 10.2.11** 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.
- 10.2.12** 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.

10.3 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.

10.4 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.

10.5 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.

10.6 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.

Encl: Schedule D

SCHEDULE D

Fee of the External Arbitrators Dealing with Arbitration Cases

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

	(telephone, fax, postage, etc.)	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.
3.	Other Expenses (actual against bills subjected to the prescribed ceiling) applicable for the days of hearing only	
	i) Travelling Expenses	Economy Class (by Air), First Class AC (by train) and AC car (by road)
	ii) Lodging and Boarding	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
4.	Local Travel Charges	Rs. 2,000/- per day of hearing / meeting
5.	Providing facilities of hearing rooms, for arbitration hearings & secretarial assistance, etc.	Meeting Room shall be provided by DMRC, otherwise 5,000/- per day of hearing / meeting of Arbitration.

Note:-

1. The above fee is not applicable to the officers of DMRC on panel.
2. Lodging, boarding and travelling expenses shall be allowed only for those members who are residing 100 KMS. Away from place of meeting.
3. Delhi, Mumbai, Chennai, Kolkata, Bangalore and Hyderabad shall be considered as metro cities.

SCHEDULE D (Part B)

Fee of the External Conciliator dealing with Conciliation Cases

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

SCHEDULE D (Part C)

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

S. No.	Description	Maximum amount payable per Conciliator, per case												
1.	Conciliator Fee	Rs. 5,000/- per sitting (to be equally shared by both parties) subject to ceiling as prescribed below: <table border="1" data-bbox="719 517 1458 837"> <thead> <tr> <th>S. No.</th> <th>Amount in Dispute (in INR)</th> <th>Ceiling Limit (In INR)</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>Up to 1 Crore</td> <td>Rs. 25,000/-</td> </tr> <tr> <td>2.</td> <td>1 to 10 crore</td> <td>Rs. 50,000/-</td> </tr> <tr> <td>3.</td> <td>Above 10 crore</td> <td>Rs. 75,000/-</td> </tr> </tbody> </table> <p>Note: The above fee is for hearings and includes a maximum of 3 internal meetings held at DMRC office by the Conciliators for finalization of award without the presence of the parties involved.</p>	S. No.	Amount in Dispute (in INR)	Ceiling Limit (In INR)	1.	Up to 1 Crore	Rs. 25,000/-	2.	1 to 10 crore	Rs. 50,000/-	3.	Above 10 crore	Rs. 75,000/-
S. No.	Amount in Dispute (in INR)	Ceiling Limit (In INR)												
1.	Up to 1 Crore	Rs. 25,000/-												
2.	1 to 10 crore	Rs. 50,000/-												
3.	Above 10 crore	Rs. 75,000/-												
2.	Reading Charges/Studying of Documents	Rs. 5,000/- per Conciliator per case including counter claim												
3.	Secretarial Assistance & Incidental Charges (telephone, fax, postage, messenger, etc.)	Rs. 10,000/- per case												
4.	Charges for publishing settlement agreement	Rs. 10,000/- per case												

ARTICLE-11: REPRESENTATIONS AND WARRANTIES

11.1 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.

11.2 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.

11.3 DMRC covenants:

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

ARTICLE-12:

MISCELLANEOUS

- 12.1 Licensee shall comply with the laws of land including Delhi Pollution Control Board guidelines, building guidelines, fire norms 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.
- 12.2 Licensee shall bear all salaries, wages, bonuses, payroll taxes or accruals including gratuity, superannuating, 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 Act in respect of its personnel. The Licensee shall indemnify DMRC from any claims that may arise in connection with above.
- 12.3 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 trains'. 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 his 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) shall be furnished by the Licensee 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 depots/stations in paid areas shall be through smart cards as per prevailing applicable charges, in addition to the valid ID cards.
- 12.4 DMRC reserves the right to put Signage of the retail outlets in the property development areas in stations/circulating areas of the station. Such signage will be restricted to the Inside/outer faces of the property development areas/circulating area for which licensee will have no claim.
- 12.5 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,
3rdFloor, A Wing, Metro Bhawan,
Fire Bridge Lane, Barakhamba Road,
New Delhi-110 001”**

- b. That any notice which may be required to be served upon the Licensee shall be served and given if delivery by Registered / Speed Post/ Courier at the Address given on the First page of the License Agreement or delivered in person to the authorized representative of Licensee.
- c. That any notice or correspondence under the terms of this License shall be in writing by registered post/ Speed Post/ Courier or delivered personally. All activities including day to day management, billing, cancellation/termination/surrender etc. shall be carried out from the office of the Chief Engineer/Property Business or by his 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.

<p>.....-202</p> <p>(.....)</p> <p>FOR AND ON BEHALF OF DELHI METRO RAIL CORPORATION LIMITED</p>	<p>.....- 202</p> <p>(.....)</p> <p>Authorized Signatory FOR AND ON BEHALF OF LICENSEE</p>
--	--

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

(Witness)
DMRC

(Witness)
LICENSEE

Annexure-1**Details of Metro Trains on Line-8**

DMRC network currently under operation of Train Services on Line-8 is as under:

Line No.	Section
Line-8	Janakpuri West-Botanical Garden Metro Stations

Details of Train and their configuration currently under operation in DMRC network is given in the table below:

Line No.	Train set of 4 Coaches	Train set of 6 Coaches	Total Holding (in No. of Train Coaches)	Total No. of Digital Panels/Screens in a Coach	Total No. of Pre-fabricated Panels in a Coach
Line-8	Nil	29	174	6	12

Notes:

- Number of Trains and their coaches, configuration, etc. are likely to be increased/ modified in future in order to meet the commuter rush and demand.
- Size of **each** digital screen is approx. 18 inches (diagonally).
- Size of **each** pre-fabricated panel is approx. 508 mm X 338mm.

Details of Screens available for advertisement:

S. No.	Type of Inventory	No. of panels/screens to be used as 'Static Panels' in a coach	No. of Static Panels/Screens that can be converted from Static to digital at the cost of Licensee	Total Static Panels in a coach
1.	Static Advertisement panels	6	6	12
2.	Passenger Information Display (PID)	6	0	6
3.	Dynamic Route Map (DRM)	Not in the scope of this tender		

Notes

i. Static Advertisement Panels

At present, total 12 static advertisement panels of approximately size (54.5 X 38) cm are available per coach for full screen advertisement by licensee. The maintenance of the static advertisement panels is to be done by the Licensee. Out of 12 panels, 6 static advertisement panels can be converted to digital advertisement screens by DMRC on the request of Licensee. The cost of conversion of static panels to digital advertisement screens shall be borne by the licensee. The maintenance of the digital panels being used by the licensee shall be done by DMRC at the cost of licensee, the lump sum cost of which has been included in the maintenance/ service charges provided in the tender document i.e. **Rs. 3.00 Lakh per depot per quarter+GST**, to be increased and escalated @ 20% after completion of every 3 year of the License Period on compounding basis.

ii. Passenger Information Display (PID)

Total 6 Passenger Information Display (PID) screens of approximately size (41 X 23) cm are available. Licensee shall utilize approximately (28.5 X 20) cm of this area for advertisement which shall run during the whole journey and the rest area shall be used by DMRC for its own information display. In emergency situations, DMRC can utilize the whole screen for display of messages. i.e. **approximately 60.50 % of the PID will be utilized by the licensee and 39.50% will be utilized by DMRC**

iii. Dynamic Route Map (DRM)

At present, 8 Dynamic Route Map (DRM) screens are available; out of which 4 are digital and 4 are static panels. The Dynamic Route Map screens shall be used fully by DMRC and is not in the scope of this tender.

iv. Available services after ROD of extension of Line-8.

- I. The extension of line-8 under Phase IV is under construction from Janakpuri West to RK Ashram corridor. Length of the extended line shall be approx. 28.92 Kms having approx. 22 Stations.
- II. Tentative date of completion of the corridor is JUNE 2024.
- III. 144 cars (24 Trains) approx. shall be commissioned after the extension of Line-8 in phase IV.

Note: The data/Details in the above information (point (iv) of annexure-1) is tentative/approximate which is subject to variation. No claim what so ever shall be entertained on the account of any variation in the above data/details.

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

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

1. Nudity.
 2. Racial Advertisements or advertisements propagating caste, community or ethnic differences.
 3. Advertisement of drugs, alcohol, cigarette, or tobacco items.
 4. Advertisements propagating exploitation of women or child.
 5. Advertisement having sexual overtone.
 6. Advertisement depicting cruelty to animals.
 7. Advertisement depicting any nation or institution in poor light.
 8. Advertisement banned by the Advertising Council of India or by law.
 9. Advertising glorifying violence.
 10. Advertisements of destructive devices and explosives depicting items, weapons and related items.
 11. Lottery tickets, sweepstakes entries and slot machines related advertisements.
 12. Advertisements which may be obscene or contain pornography or contain an "indecent representation of women".
 13. Advertisements which may be defamatory, trade libellous, unlawfully threatening or unlawfully harassing.
- m) It should be ensured that all political parties and candidates get equitable opportunity to have access to such advertisement spaces for election related advertisement during election period and such spaces should not be dominated/monopolised by any particular party(ies) or candidate(s). Fair and equal opportunity has to be given to all parties/candidates.**
- n) "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".**

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 _____, (Delhi/ New Delhi) only on non-judicial stamp paper of appropriate value)

BANK GUARANTEE NO. _____ dated _____

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

In favour of

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

WHEREAS: -

1. DMRC, with a view to augment its earnings through non-operating revenue, has licensed Exclusive Advertisement Rights of Delhi Metro Trains on Line No. 8 in DMRC Network in two schedules to M/s _____ (hereinafter 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 exclusive advertising rights of Delhi metro trains on Line-8, 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 Exclusive Advertisement Rights of Delhi Metro Trains on Line No. 8 in DMRC Network in two schedules 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 half yearly (6 months) License Fee as quoted by the Licensee for the total number of trains as mentioned in Annexure-1, for respective schedule,, 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, after obtaining details thereof from the Licensee.
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 encashed by DMRC without any prior notice to the Licensee,
7. This Guarantee shall continue to be enforceable till all amounts under this Guarantee are paid. The said Guarantee shall be released by DMRC after the expiry of the License Period subject to fulfillment of all handover requirements by the Licensee, to the satisfaction of DMRC and further subject to adjustment for all damages suffered by DMRC.
8. This Guarantee is unconditional and irrevocable during the currency of BG till such time DMRC discharges this Guarantee by issuing a letter to the Guarantor in this behalf.
9. The Guarantor undertakes to pay the amount mentioned herein as Principal debtor and not a surety and it shall not be necessary for DMRC to proceed against the Licensee before proceeding against the Guarantor, notwithstanding the fact that DMRC may have obtained or obtains from the Licensee, any other security which at the time when proceedings are taken against the Guarantor hereunder, is outstanding and unrealized.
10. The obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the License Agreement or other documents or by extension of time of performance of any obligations granted to the Licensee or postponement / non-exercise / delayed exercise of any of its rights by DMRC against the Licensee or any indulgence shown by DMRC to the Licensee, and, the Guarantor shall not be relieved from its obligations under this Bank Guarantee on account of any such variation, extension, postponement, non-exercise, delayed exercise or omission on the part of DMRC or any indulgence by DMRC to the Licensee to give such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving the Guarantor.
11. The Guarantee shall not be affected by any change in the constitution or winding up of the Licensee/the Guarantor or any absorption, merger or amalgamation of the Licensee / the Guarantor with any other person.
12. The Bank agrees that DMRC at its option shall be entitled to enforce this guarantee during its currency against the Bank as a Principal Debtor in the first instance without proceeding against the Licensee and notwithstanding any security or other guarantee that DMRC may have in relation to Licensee's liabilities.
13. The guarantee hereinbefore contained shall not be affected by any change in the constitution of the Bank or of the Licensee.

14. The expressions "Bank" and "Licensee" hereinbefore used shall include their respective successors and assigns.
15. The Bank also agree that this guarantee shall be governed and construed in accordance with Indian laws and subject to the exclusive jurisdiction of the courts at Delhi.
16. Partial and Multiple drawings/withdrawals are permitted under this bank Guarantee.
17. The Guarantor declares that it has power to issue this Guarantee and discharge the obligations contemplated herein and the undersigned is duly authorized to execute this Guarantee.
18. This guarantee shall come into effect forthwith and shall remain in force 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 _____

Annexure-IV

Undertaking regarding payments through RTGS/NEFT/ECS/Customer payment portal mode in PB contracts.

**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/ Customer payment portal procedures the same shall require prior approval of DMRC as per the terms and conditions detailed as under:

1. RTGS/NEFT/ECS/Customer payment portal 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-IVB.
2. Once DMRC has given their approval, the party must intimate every time before submission of any payment through RTGS/ NEFT/ ECS/Customer payment portal at least seven (7) days prior to due date for making payment in prescribed format attached at ANNEXURE-IVB. DMRC will give their consent within two working days within the receipt of aforesaid intimation for submission of request as per ANNEXURE-IVB.
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/Customer payment portal 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/Customer payment portal mode.

Date: ____/____/____

**Name and designation
of authorized
representative of client /
licensee/ company**

ANNEXURE-IV (A)

APPROVAL FOR SUBMISSION OF PAYMENTS VIA RTGS/NEFT/ECS/CUSTOMER PAYMENT PORTAL

To,

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

Sub: Request for approval for submission of payments via RTGS/ NEFT/ECS/CUSTOMER PAYMENT PORTAL 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/CUSTOMER PAYMENT PORTAL 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/ CUSTOMER PAYMENT PORTAL mode.
- 3.) That, I/we also voluntarily agree to submit the format for intimation for deposition of payments via RTGS/NEFT/ECS/CUSTOMER PAYMENT PORTAL 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/ CUSTOMER PAYMENT PORTAL mode.
- 4.) After making payments, I/we will also undertake to submit the details with payment confirmation before due date.
- 5.) I/we also understand that in case of non-compliances, it will 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/ CUSTOMER PAYMENT PORTAL mode in DMRC's authorized bank name and account No. to which payments to be made—**M/s Union Bank Of India, F-14/15, Connaught Place, New Delhi-110001, IFSC- UBIN0530786, Acct No- 307801110050003**

Subject to submission of format for intimation for deposition of payment via RTGS/NEFT/ECS/ CUSTOMER PAYMENT PORTAL 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

**Name and designation
of authorized
representative of client /
licensee/ company**

All PB 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 detail is checked and verified by MGR/AM-Property Business and is **approved/ disapproved** for submission through ECS/RTGS/NEFT/ CUSTOMER PAYMENT PORTAL, with following observations:

1. _____
2. _____
3. _____

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

Dated: ___/___/_____
Business

Signature of MGR/AM-Property

No. DMRC/PB/UNDERTAKING/ECS/12/2

Dt. ___/___/____

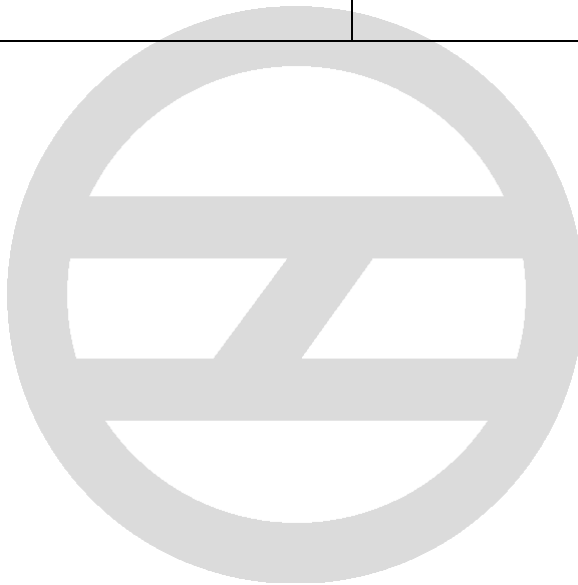
ANNEXURE-V

HANDING OVER/TAKING OVER NOTE OF TRAINS FROM DEPOTS

Details of train set No. to be taken over/Handed over

S/N	Train Set No.	Train Type	No. of Coaches

Handed over By
Name
Designation



Taken Over By
Name
Designation

PPIO (Name & Sign. With date)

Depot Name

Line

No.

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.	DVAT:	Delhi Value Added Tax
5.	Dy. CE/PB:	Deputy Chief Engineer/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.	OMC:	Other Maintenance Charges
17.	PO:	Pay Order
18.	PoA:	Power of Attorney
19.	SD:	Interest Free Security Deposit/ Performance Security
20.	Sqm:	Square meter
21.	GST:	Goods and Service Tax
22.	FY:	Financial Year
23.	JV:	Joint Venture
24.	ROD:	Revenue Operation Date