DELHI METRO RAIL CORPORATION LIMITED

Tender Document for Licensing of 'Exclusive Advertising Rights' of Delhi Metro trains on Line No.-1 (Red Line) of DMRC network

Tender No.DMRC/PB/42310001/TT
March-2023

Metro Bhawan
Fire Brigade Lane, Barakhamba Road
New Delhi-110001, India

Tender Document for Licensing of 'Exclusive Advertising Rights' of Delhi Metro trains on Line No.-1 (Red Line) of DMRC network

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

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CHAPTER: 1

NOTICE INVITING TENDER

1.1 Delhi Metro Rail Corporation Ltd. invites bids through open e-tender, in single stage two packet system, from reputed advertising agencies who may be a sole proprietary firm, a partnership firm or a company incorporated under the Companies Act' 1956/ 2013 & having its registered office in India or as a Joint Venture/ Consortium of such entities to License out 'Exclusive Advertising Rights' of Delhi Metro trains on Line No.-1 (Red Line) of DMRC network for nine (9) years, as per Annexure-1 of the Tender Document i.e. "Details of advertisement area inside Metro trains on Line-1".

1.2 The Bidders shall not have a conflict of interest that affects the Bidding Process. Any Bidder found to have conflict of interest shall be disqualified. A Bidder shall be deemed to have a conflict of interest affecting the Bidding Process, if the constituent of one Bidder is also a constituent of another Bidder.

1.3 DMRC shall receive Bids (e-tender) pursuant to this 'Tender Document', in accordance with the terms & conditions set forth herein and as modified, altered, amended and clarified from time to time by DMRC in writing through Corrigendum or otherwise. Bidders shall submit bids in accordance with these terms & conditions on or before the last date specified in this document for this purpose. The Bidders are advised to visit the depots/ sites/ stations and familiarize themselves with the proposed arrangements and all activities, necessary in this regard.

1.4 <u>Salient features of bidding Process</u>:

DMRC has adopted a single stage two packet Bidding Process to select a suitable highest Bidder to grant 'Exclusive Advertising Rights' of Delhi Metro trains on Line No.-1 (Red Line) of DMRC network, in a single lot as per details given in Annexure-1 of this Tender Document.

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

b) Schedule of Bidding Process:

Sr. No.	Particular	Description
1.	Cost of Tender Document **(Non-Refundable)**	₹23,600/- (₹20,000/- + 18% GST)The Cost of Tender Document shall be accepted only in the form of RTGS/ NEFT/ IMPS in favour of "Delhi Metro Rail Corporation Ltd" and payable to/ for credit of A/C of DMRC Ltd. with Union Bank of India, F-14/15, Connaught Place, New Delhi, IFSC code – UBIN0530786, MICR code – 110026006 A/c No. – 307801110050003.
2.	EMD/ Bid Security	₹14,06,773/- (Rupees Fourteen lakh six thousand seven hundred and seventy three) to be accepted online in form of RTGS/NEFT/IMPS as per above details in 1.4(b)(1).
3.	Period of sale of 'Tender Document' (online only)	From XXXXXX to XXXXX (up to 15:00 hrs.) at e-tendering website: https://eprocure.gov.in/eprocure/app
4.	Pre-Bid Conference	XXXXXXXX (11:00 hrs.) at 3rd Floor,A-wing, Metro Bhawan
5.	Last date of receiving written queries by registered official email of DMRC provided in tender document also, apart from sending it online on e-tendering portal	XXXXXXX up to 17:00 hrs.
6.	DMRC's response to queries latest by	XXXXXXX up to 17:00 hrs.
7.	Start Date & Time of Submission (e-tender) of Bid (online only).	XXXXXXX from 11:00 hrs.
8.	End Date & Time of Submission (e-tender) of Bid (online only).	XXXXXXX up to 15:00 hrs
9.	Date & Time of Opening of Technical Bids online	XXXXXXX up to 15:00 hrs
10.	Validity of Bid	Up to 180 days from the last date of submission of bid.

The Cost of Tender Document and Tender Security/ EMD has to be submitted online through RTGS/ NEFT/ IMPS for credit of the account as given in at Sr. No. 1.4 (b) (1) of the above table, by specified date and time i. e. before the last date & time of uploading of bid as per Clause 1.4(b) (7) above, failing which the offer/ bid of such bidder shall be declared as ineligible and the said bid submitted shall be summarily rejected. The Bid shall be valid for a period not less than 180 days from the

last date of submission of bid. Bidders, who fail to submit the Cost of Tender Document online on or before the prescribed date and time, shall be declared as ineligible and the Bid submitted by them shall be summarily rejected. No other mode of payments will be accepted. The bidder will be required to upload scanned copies of transaction of payment of tender document cost including e-receipt (clearly indicating the UTR No. & Tender Ref. i. e. DMRC/PB/42310001/TT must be entered in remarks at the time of online transaction of the payment failing which payment may not be considered) to be uploaded in online bid submission. The detail of Tender Cost and Tender Security/ EMD remitted as per above should be correctly uploaded & detail must match in the online submission failing which the payment may not be considered to be uploaded in online bid submission. Tender Document can be downloaded from the website https://eprocure.gov.in/eprocure/app . Cost of Tender Document is non-refundable. A Bidder is required to make the payment towards tender document cost of **₹23,600/-** (including GST @ 18% along with EMD).

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

d) Bidders to note that the payment of Tender Security/ EMD shall be made from the account of bidder only, however, in case of JV / Consortium, the tender security can either be paid from JV/Consortium account or one of the constituent members of JV / Consortium. If tender security has been made from other than the account mentioned above, same shall not be accepted and all such bids shall be considered ineligible and summarily rejected.

e) Bidders are expected to carry out extensive survey of DMRC premises/ stations and analysis at their own cost, before submitting their respective bids for participating in the above said tender. DMRC shall provide necessary permission and assistance to the prospective bidders in this regard.

f) The Bid submissions must be made online after uploading the mandatory scanned documents towards cost of Tender Document, Tender Security/ EMD, and other documents as stated in Tender document.

g) All the uploaded files in Bid submission should be named properly and arranged systematically. No special character/ space should be there in the name of uploaded file.

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

i) Bids received after due Date & Time of Submission (e-tender) of Bid shall not be accepted under any circumstances.

j) In case of a Bid is submitted by a JV/ Consortium, following shall be abided by all its members of JV/ Consortium:

i) The Lead Member of the JV/ Consortium shall maintain a minimum percentage share of 51% of the aggregate shareholding of the JV/ Consortium during full tenure of License Agreement.

ii) Any change in percentage stake of JV/ Consortium members without prior written approval of DMRC shall be treated as Material Breach of Contract and Licensee's Event of Default entitling DMRC to encash Security Deposit/ Performance Security and/ or to terminate the License Agreement after 30 days' notice.

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

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

v) All members of such entity shall be jointly and severely liable for the performance of License Agreement.

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

Illustration: *Say If 'A' and 'B' are two members of JV/Consortium. 'A' is having 70% equity holding in JV/ consortium and 'B' is having 30% equity holding in JV. In such a condition, 70% of A's turnover and 30% of B's turnover will be taken for the calculation of eligibility of the JV/ consortium.*

1.5 Tender Document can also be downloaded from DMRC's website **www.delhimetrorail.com** under tab "Tenders" and subhead "Property Development & Property Business Tenders" and has to be submitted online through e-tendering portal i.e. **https://eprocure.gov.in/eprocure/app** only.

1.6 The Bidders are advised to keep in touch with e-tendering portal i.e **https://eprocure.gov.in/eprocure/app** for latest updates (addendums/ corrigendum's) in respect of this tender, if any. There will be no other mode of communication for update.

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

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

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

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

a) Executive Director (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

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

Executive Director/PB
Delhi Metro Rail Corporation Limited

CHAPTER: 2
DISCLAIMER

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

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

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

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

CHAPTER: 3
ELIGIBILITY CRITERIA FOR BIDDERS

3.1 Bidders and/ or their holding companies and/ or other subsidiaries engaged in and conducting advertisement business and controlled by the same holding company should have a minimum annual average turnover of **₹4.48 Crores** in last three (3) audited financial statements/ years i. e. FY 2019-20, FY 2020-21 and FY 2021-22 duly certified by statutory auditor/ chartered accountant under his signature along with stamp (i. e. gross aggregate turnover of **₹13.44 Crores** in the last three financial years stated above). Here, gross turnover shall mean turnover from **all sectors of advertisement business only**. The bidders shall upload the audited financial statements including profit and loss account for the above mentioned last three (3) financial years, as applicable and stated above. In case of JV/ Consortium, the audited reports of each relevant member of JV/ Consortium for the last three (3) financial years shall be submitted.

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

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

3.3 If the bidder fulfills the eligibility criteria on account of the holding company or subsidiary company and not on its own capability, the bidder has to submit an additional Interest Free Security Deposit equivalent to six (6) months of licensee fee in the form of Bank Guarantee/ Demand Draft/ RTGS/ NEFT/ IMPS as per clause 8.3 of RFP. This will be in addition to the regular Interest Free Security Deposit required as per contract conditions.

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

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

3.6 In case the successful bidder (H1) fails to accept the terms and conditions of the LOA and/ or fails to make due payments, then such Bidder and/ or their holding companies and/ or other subsidiaries engaged in and conducting advertisement business and controlled by the same holding company and where such financials are resorted to and submitted for the purpose of evaluation of eligibility shall be dealt as per relevant clause of Chapter-11 i.e. "**Banning Policy"** of this tender document. The decision of DMRC in such case shall be final.

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

Illustration: Say If 'A' and 'B' are two members of JV/Consortium. 'A' is having 70% equity holding in JV and 'B' is having 30% equity holding in JV. In such a condition, 70% of A's turnover and 30% of B's turnover will be taken for the calculation of eligibility of the JV.

3.8 In case of a JV/ Consortium, the eligibility of all substantial members of JV/ Consortium would be considered, in proportion of their share/ participation in the JV/ consortium and the lead member shall have 26% of minimum annual/average turnover in immediately preceding 3 completed financial years as per Clause 3.1 above.

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

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

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

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

3.10 Bidders shall also be required to submit stamped notarized undertaking regarding non-banning as per details given below:

a) DMRC/ any other Metro Organization (100% owned by govt.)/ Ministry of Housing & Urban Affairs/ Order of Ministry of Commerce, applicable for all Ministries must not have banned/ debarred business with the applicant

(including any member in case of JV/ Consortium) or with/ of its holding or subsidiary companies in case their financials are resorted to for the purpose of evaluation of eligibility as per clause 3.1 to 3.9 above and 3.11 below as on the date of tender submission. The bidder should submit undertaking to this effect in Annexure-11 of the Tender Document.

b) Also no contract of the bidder or with/ of its holding or subsidiary companies, in case their financials are resorted to for the purpose of evaluation of eligibility as per clause 3.1 to 3.9 above and 3.11 below executed in either individually or in a JV/Consortium, should have been rescinded/terminated by DMRC after award during last three (3) years (from the last day of the previous month of tender submission) due to non-performance of the bidder or any of JV/ Consortium members. The bidder should submit undertaking to this effect in Annexure-11 of the Tender Document.

c) In case, at a subsequent date, the successful bidder/ licensee is found to have been banned for business as given above, DMRC shall be at liberty to and have full rights to cancel the allotment of license for 'Exclusive Advertising Rights' of Delhi Metro trains on Line No.-1 (Red Line) of DMRC network and forfeit all the payments made by the licensee including the Interest Free Security Deposit (IFSD) after adjusting any dues payable by the successful bidder/ licensee. The bidder should submit undertaking for the above as per Annexure-11 of the Tender Document.

3.11 Bidder/ SPV (either as single entity or as a member of JV/ Consortium or SPV of JV/Consortium/Single Entity) having any existing lease/ license agreement of DMRC property(ies), will be considered ineligible to participate in the bid if as on last date of submission of this tender the lessee/licensee:

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

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

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

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

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

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

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

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

3.12 In case of mismatch in financial data in the submitted documents i. e. in the Statutory Auditor/ chartered accountant's certified documents and data in Audited Balance Sheet and Profit and Loss account, the data from audited balance sheets and Profit and Loss account shall prevail.

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

CHAPTER: 4
SUBMISSION OF BIDS BY BIDDERS

4.1 The Tender Document is to be taken as mutually explanatory and supplementary to the Draft License Agreement and, unless otherwise expressly provided elsewhere in this Tender Document, in the event of any conflict between them, the priority of the documents shall be in the following order:

a) License Agreement

b) Letter of Acceptance

c) Reply to Pre-Bid Query & any Addendum or Corrigendum.

d) Tender Document including RFP, DLA

i.e. the License Agreement shall prevail over LOA & Tender Document.

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

4.3 The Bid should be furnished in the format at Annexure-2 to Annexure-13, clearly providing the details for fulfilling eligibility criteria. The Tender Documents shall be signed by the Bidder's Authorized Signatory.

4.4 Cost of Tender Document:

Bidders are required to submit non-refundable Cost of Tender Document (as specified in Notice Inviting Tender) online along with their Bid. The Cost of Tender Document shall be accepted only in the form of RTGS/NEFT/IMPS in favour of "Delhi Metro Rail Corporation Ltd" and payable to/for credit of A/C of DMRC Ltd. with Union Bank of India, F-14/15, Connaught Place, New Delhi, IFSC code – UBIN0530786, MICR code – 110026006 A/c No. – 307801110050003**.** The payment receipt of the tender document cost and bid security declaration shall be submitted online at the time of bid submission. The Bids of the Bidders who fail to submit the Cost of Tender Document on or before the specified date and time shall be summarily rejected.

4.5 Bid Security/ Tender Security/ EMD:

a) Bidders are required to submit refundable Bid Security as per NIT (as specified in Notice Inviting Tender) along with their Bid. The Bid Security shall be accepted only in the form of RTGS/NEFT/IMPS in favor of "Delhi Metro Rail Corporation Ltd" and payable to /for credit of A/C of DMRC Ltd. with Union Bank of India, F-14/15, Connaught Place, New Delhi, IFSC code – UBIN0530786, MICR code – 110026006 A/c No. – 307801110050003.

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

c) The Bid Security of unsuccessful bidders shall be refunded after award of License without considering any interest thereon. The Bid Security of the Selected Bidder shall be adjusted against the Interest Free Security Deposit/Performance Security. The Tender Security of the tenderers who fail in technical evaluation shall be returned after opening of financial package. The tender security of the unsuccessful tenderers in financial package shall be released after issue of Letter of Acceptance (LOA) to successful tenderer or finalization of tender.

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

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

4.7 Technical Bid:

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

a) Deposit slips of "Tender document cost"&"Bid Security/Tender Security/EMD". (UTR no. must be provided)

b) Annexure-2 (On official letter head of the bidder)

c) Annexure-3 (Financial bid)

d) Annexure-4 (General information of the bidder)

e) Annexure-5 (Power of attorney for signing of application)

f) Annexure-7 (Affidavit to be submitted by all the bidders)

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

h) Annexure-10 (Undertaking for downloaded tender document)

i) Annexure-11 (Undertaking of not being banned/ debarred from business)

j) Annexure-11(A) (Undertaking for No Dues certificate)

k) Annexure-11(B) (Undertaking as per Clause No. 3.11 of Tender Document)

l) Annexure-12 (Declaration/ Undertaking for resorting to &submitting Financials for evaluation of eligibility)

m) Annexure-12(A) (Details of Bank Account for refund of Tender Security/ EMD)

n) Annexure-12(B) (Undertaking for Responsibility for Bidders)

o) Attested copies of "Memorandum of Association"& "Articles of Association", in case of companies or bodies corporate; and copy of "Partnership Deed" in case of the Partnership Firm.

p) In case of JV/Consortium, Annexure-6 and Annexure-8 i. e. Consortium Agreement & Undertaking of responsibility

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

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

s) Copy of the complete Tender Document including Draft License Agreement (Annexure-13) and Addendum/ Corrigendum (if any) and replies to pre-bid queries (if any) duly signed and stamped on each page by authorized representative of the Bidder as a token of acceptance of terms and conditions set out therein.

t) In addition, a declaration by the bidders, as per Annexure -10, must be submitted stating that the tender document has been downloaded from official website of e-tendering portal **https://eprocure.gov.in/eprocure/app** and no changes, whatsoever, have been made by the bidder. Bids received without the declaration are also liable to be rejected at any stage.

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

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

4.8 Financial Bid:

The bidder shall quote the Bid Variable for lump sum of all the trains available for the whole line i.e. line-1 as given in Annexure 1 as the Amount of Annual License Fee (in Rupees "X") in the Financial Bid form in both words as well as in figures as given in Annexure-3. If there is a discrepancy between words and figures, the amount mentioned in words shall prevail.
Please read carefully "Evaluation of Bids" section of this Tender Document before quoting Bid Variable. The financial bid shall be filled in the Bill of Quantity (BOQ) format available on **https://eprocure.gov.in/eprocure/app**.

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

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

4.11 Site visit and verification of information: Bidders are advised to submit their respective Bids only after visiting DMRC premises and ascertaining themselves with the site conditions, traffic, location, surroundings, and technical requirements of the advertisement insert / media. The Licensee also confirms full satisfaction as to the business viability of licensing the advertisement spaces, applicable laws and regulations and any other matter considered relevant by them.

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

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

a) made a complete and careful examination of the bidding documents;

b) received all relevant information from DMRC;

c) accepted the risk of inadequacy, error or mistake in the information provided in the bidding documents or furnished by or on behalf of DMRC relating to any of the matters referred to in tender document;

d) satisfied itself about all matters, things and information necessary and required for submitting the Bid, execution of the License Agreement and performance of all of its obligations there under;

e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the bidding documents or ignorance of any of the matters hereinabove shall not be a basis for any claim for compensation, damages, claim for performance of its obligations, loss/ profits, etc. from DMRC or a ground for termination of the License Agreement by the Licensee;

f) acknowledged that they do not have a conflict of interest with bidding process; and

g) agreed to be bound by the undertakings provided by them under and in terms hereof

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

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

4.16 Amendment of Tender Document:-

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

b) Any addendums/corrigendum issued hereunder shall be uploaded on e-tendering web portal i. e. **https://eprocure.gov.in/eprocure/app** only.

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

d) The Bidders are requested to be in touch with e-tendering web portal i.e **https://eprocure.gov.in/eprocure/app** for all updates of the Tender Document such as addendum/corrigendum, replies to queries, postponement of Bid schedules etc. No claims or compensation shall be entertained on account of the Bidder having not read/noticed the updates, etc.

4.17 Preparation and Submission of Bids:

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

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

c) The Bidder shall have to submit their Bids (Technical Bid & Financial Bid) online only in electronic format with digital signatures and after uploading the mandatory scanned documents towards cost of Tender Document and amount of Tender Security/ EMD among other documents as required in the Tender Document. The Tender Document Cost and amount of Tender Security/ EMD must be submitted on-line only in the form of RTGS/NEFT/IMPS in favour of "Delhi Metro Rail Corporation Ltd" and payable to /for credit of A/C of DMRC Ltd. with Union Bank of India, F-14/15, Connaught Place, New Delhi, IFSC code – UBIN0530786, MICR code – 110026006 A/c No. – 307801110050003 payable at "New Delhi" on or before the stipulated date & time (as specified in NIT).

d) The Bidders have to produce the original documents as and when required by DMRC. The failure of the Bidder or Licensee to furnish the said original documents will empower DMRC to summarily reject their Bid.

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

f) The Bidders should carefully note the following instructions:

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

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

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

4.18 Late Tenders: Tenders have to be uploaded on e-tendering portal i.e. **https://eprocure.gov.in/eprocure/app** on or before the due date and time of tender submission. The cost of tender documents and amount of Tender Security/ EMD shall be submitted online in the form of RTGS/NEFT/IMPS in favour of "Delhi Metro Rail Corporation Ltd" and payable to/for credit of A/C of DMRC Ltd. with Union Bank of India, F-14/15, Connaught Place, New Delhi, IFSC code – UBIN0530786, MICR code – 110026006 A/c No. – 307801110050003 payable at "New Delhi". It shall be the responsibility of the bidder to ensure that amount of Tender Security/ EMD and cost of tender documents are submitted before the schedule date and time for submission of bid. Tenders document Cost and amount of Tender Security/ EMD received after due date and time of submission of Bid shall not be accepted. DMRC will not be responsible for any delay, internet connection failure or any error in uploading the tender submission. The

bidders are advised to upload their submissions well before the due date and time of tender submission to avoid any problems. DMRC shall not be responsible for amount of Tender Security/ EMD and Tender Document Cost delivered in other form to any other place/ person in DMRC (like DAK section/Receipt Section, etc.) DMRC may, at its sole discretion, extend the deadline for submission of tenders by issuing an amendment. In such case, all rights and obligations of DMRC and the applicant previously subject to the original deadline will thereafter be subject to the deadline as extended.

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

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

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

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

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

CHAPTER: 5
INSTRUCTIONS FOR ONLINE BID SUBMISSION

5.6 General:

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

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

5.7 Registration:

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

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

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

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

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

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

5.8 Searching for tender documents:

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

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

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

5.9 Preparation of Bids:

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

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

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

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

5.10 Submission of Bids:

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

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

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

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

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

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

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

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

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

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

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

5.11 Assistance to Bidders:

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

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

c) For any Technical queries related to operation of the "Central Public Procurement Portal" Contact at:

Mobile:	+91-78780-07972, +91-78780-07973, +91-7574-889871, +91-75748-89874, +91-88262-46593
Tel:	The 24 x 7 Toll Free Telephonic Help Desk Number 1800-3070-2232.
Other Tel:	0120-4200462, 0120-4001002.
E-Mail:	cppp-nic@nic.in

CHAPTER: 6
EVALUATION OF BIDS

6.1 Tender Opening:

a) Bids shall be opened online by the Tender Opening Committee of DMRC on due date and time of tender opening. Tender Document details for selection of Licensee for 'Exclusive Advertising Rights' of Metro trains on Line No.-1 (Red Line) of DMRC network will be read out for the information of the representatives of bidders. Technical bids of those bidders who have not submitted cost of tender document and amount of Tender Security/ EMD shall not be opened. The technical bids of all the bidders shall be opened in the presence of bidders or their representatives who choose to attend on date & time as mentioned in the Tender Document. If such nominated date for opening of Tender is subsequently declared as a Public Holiday by DMRC, the next official working day shall be deemed as the date of opening of Technical Bids. The Tender of any Bidder who has not complied with one or more of the foregoing instructions may not be considered. The details will be read out for the information of representative of Bidders, present at the time of opening of Tender.

b) On opening of the Tender, it will be checked if they contain Pre–Qualification, Technical & Financial Bids. Pre–Qualification & Technical bids of the Bidders not containing financial bids shall not be opened. DMRC shall prepare a record of opening of the Pre–Qualification, Technical & Financial Bids which shall include, the name of bidder and whether there is a withdrawal, substitution or modification; alternative proposals, and presence or absence of cost of tender documents and amount of Tender Security/ EMD. The Bidders' representatives who are present shall be requested to sign the record. The omission of a bidder's signature on the record shall not invalidate the contents and effect of the record. The Bidders name and such other details as DMRC or their authorized representative, at their discretion, may consider appropriate will be announced at the time of tender opening. The sealed financial bids will be opened on a subsequent date after evaluation of technical bids. Financial bids of only those Bidders, whose submissions are found substantially responsive and technically compliant, will be opened. The time of opening of financial bids shall be informed separately to only those bidders who have qualified during Pre–Qualification and technical evaluation stages and bidder(s) can be present to witness opening of Financial Bids.

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

6.3 Evaluation of Financial Bids:

a) DMRC shall open Financial Bids of all Bidders who have passed the Pre-Qualification eligibility criteria and are found technically eligible & qualified and have submitted substantially responsive Technical Tenders, in the presence of Bidder's representatives who choose to attend at the address, date and time informed/specified by DMRC. The financial bids of the bidders shall be opened one by one, by reading out: the name of the Bidders and whether there is a modification; the Tender Price(s), offer

bid and any other details as DMRC may consider appropriate. Only Financial Bids read out and recorded during the opening of financial bids/Tenders shall be considered for evaluation. No bid shall be rejected at the opening of Price Tenders. The Bidder's representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders. The technically eligible bidder, who quotes the highest rate of Annual License Fee, shall be treated as the highest bidder (H1). In case two or more bids are of the same rates and are the highest bids then Bidder whose turnover is higher (average annual turnover/gross turnover in last three financial years) will be selected. However, DMRC's decision shall be binding and final.

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

6.5 Consequent upon selection of Bidder who qualifies the Eligibility & Financial Criteria, Letter of Acceptance (LOA) shall be issued, in duplicate to the Successful Bidder

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

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

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

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

Sr.No.	Stage of Activity	Time Period
1	Payment of Interest Free Security Deposit/Performance Security to DMRC by Licensee	Within 30 days of date of issue of Letter of Acceptance
2	Handing over of the first lot of Metro trains for the operational sections of Line-1 to the selected bidder at Depot (copy of handing over/taking over Note is attached as Annexure-V of DLA)	Within 7 days of signing of License/Lease Agreement
3	Signing of License Agreement	Within 30 days of receipt of LOA payment.

4	Registration of License Agreement	The registration of the License/ Lease Agreements should be done within 30 days of signing of agreement by the licensee/ lessee (registration fees, stamp duty, etc. to be fully borne by the licensee/ lessee) and the duly registered documents to be submitted to DMRC for records. Any amendment in the agreement, if required to be registered, shall also be registered within 30 days from the date of amendment and the duly registered documents to be submitted to DMRC for records. If the registration is not done in stipulated time, it shall be treated as "Material Breach of the Contract".
4	Commencement of License fee	Immediately after fitment period of 30 days i.e. w. e. f. 31st days from date of first handing over or deemed handing over of the train set/ advertisement spaces as per Annexure-1, whichever is earlier.
5	Payment of Advance License Fee and other charges for 1st Quarter to DMRC by Licensee	Within 30 days of date of issue of Letter of Acceptance.

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

6.7 The selected Bidder is required to submit Interest Free Security Deposit/Performance Security for all the trains mentioned in Annexure-1 within Thirty (30) days from the date of issuance of Letter of Acceptance (excluding the date of issue of LOA). Any request of successful Bidder for seeking any clarification/approval/document from DMRC shall be considered only after submission of requisite Interest Free Security Deposit/Performance Security. In case, the bidder fails to submit Interest Free Security Deposit/Performance Security within thirty (30) days from date of issuance of LOA, it can also be submitted with following penal interest:

Days from issuance of LOA	Rate of Penal Interest
Up to 30 days	NIL
Delay upto 15 days	@ 18% per annum on LOA amount remaining unpaid + GST
Delay beyond 15 days	@ 24% per annum on LOA amount remaining unpaid + GST

The aforementioned interest is excluding GST and shall be charged for the entire period from the date of issue of LOA and on the balance amount remaining unpaid as per the LOA. The amount of penal interest shall be submitted in the form of RTGS/NEFT/DD/PO only, in favor of DMRC Ltd. & payable at New Delhi. If the licensee fails to submit the required aforesaid Interest Free Security Deposit/upfront amount/any other amount required in terms and conditions of LOA, within 60 days of issue of LOA, the LOA may be cancelled and EMD/any other amount submitted may be forfeited by DMRC.

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

6.8 Selected bidder shall sign the License Agreement within 30 days of receipt of LOA payment. The selected bidder shall not be entitled to seek any deviation, modification or amendment in the License Agreement. Payment of stamp duty for execution of License Agreement, if any, shall be borne by the licensee.

6.9 The licensee shall pay first Advance License Fee with GST for 1st Quarter within 30 days of date of issue of Letter of Acceptance. If the selected bidder fails to pay Advance License Fee for 1st Quarter within 30 days from date of first handing over of first lot of trains of Line-1 (Annexure-1), it shall be treated as non-payment of DMRC dues and action shall be taken as per ARTICLE-3 (Clause 3.15) and ARTICLE-8 of Draft License Agreement.

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

6.11 On receipt of full amount in accordance with the LOA and signing of License Agreement, DMRC shall issue a taking over notice to the successful bidder to take over the licensed advertisement spaces (metro trains) on the specified date within 7 days of signing of License/Lease Agreement. If DMRC fails to handover 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.

Chapter: 7
OBJECTIVES & SCOPE

7.1 Objective:

a) To augment non-operational revenue of DMRC through advertisements.

b) Position Delhi Metro as one of the most sought after locations for advertising.

c) Contribute to the aesthetical view of the Delhi Metro through high quality advertising comparable to world class Airports & Metro Railways and other leading destinations.

d) Provide value to the Corporate who advertises in Delhi Metro.

e) To promote Delhi Metro as the gateway to Tourism in Delhi by highlighting Delhi's heritage and cultural beauty.

7.2 Scope of Work:

The selected Bidder shall have exclusive rights to design, procure/manufacture, install, manage, operate, maintain, market and sell advertising opportunities on selected Delhi Metro trains on Line-1 subject to the terms and conditions specified in the Draft 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 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.

b) Procurement, fabrication, installation & erection of advertising units. Advertisement inventory shall include prefabricated static advertisement spaces/panels, (as per details in Annexure-I of the DLA and Annexure-1 of RFP) inside Metro trains and train exterior for wrapping.

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/leading 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 advertisement panels are given as per Annexure-I 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) Moreover, the bidders are advised to make the payments preferably through the payment Portal available on DMRC's official website i.e. **https://services.billdesk.com/MercOnline/web/delhi-metro/pay**

m) All taxes including Municipal/Advertisement Taxes, GST and all other statutory dues where applicable shall be borne solely by the licensee without any contest.

n) 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 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.

o) There is no scope for any digital advertisement in this contract.

p) The maintenance of the static advertisement panels is to be carried out and done by the licensee at its own cost.

7.3 Route/ section/ trains available for "Exclusive Advertisement Rights"of Metro Trains on Line No. 1:

Selected bidder shall be permitted to display advertisements inside Delhi Metro Trains on Line No. 1 at static advertisement spaces/panels and on train exterior for wrapping as per details given below.

Advertisements on RMs (Route Maps), floor of Trains and strap hangers are not permissible. There is no scope for any Digital advertisement in this contract.

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-1.

As per the contract conditions, **Licensee can use for train wraps 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-1.**

b) **Additional coaches:**

Additional coaches if required by the licensee for wrapping beyond 10% of total train coaches/cars 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. The License Fee for such additional coaches shall also be escalated @ 20% on completion of every three years of contract period on compounding basis i.e. 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.

7.4 **Charging of License Fee:**

a) The Licensee shall pay the quoted Licensee Fee for the advertisement rights on DMRC trains on Line-1 of DMRC network and wrapping of trains of Line-1, 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-1 as mentioned in Annexure-I, amounting to Rs. _____ (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 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-1 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-1. DMRC may induct additional train sets in Line-1 or withdraw any train set from the service in Line-1, 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 234 cars/ coaches on Line-1 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 upto 244 numbers of cars/coaches holding in Line-1. If there is any increase in car/coaches beyond 244 on Line-1, 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.

e) **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.**

CHAPTER: 8
TERMS AND CONDITIONS

8.1 Tenure of License:

a) Tenure of the license agreement for 'Exclusive Advertisement Rights' for the said advertisement spaces for trains on Line-1 shall be for nine (9) years from the date of handing over of first set of train for advertisement on/ of Line-1 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-1 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 or deemed handing over of the first lot of trains for advertisement, whichever is earlier.**

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

c) If the Licensee is desirous to exit & surrender the license hereby created before expiry of the lock-in period of two (2) years, the License Agreement shall deemed to be foreclosed on the date mentioned in surrender notice, subject to confirmation by DMRC. In such a case, the balance Interest Free Security Deposit/ Performance Security shall be forfeited in favour of DMRC after adjustment of outstanding dues, if any, payable to DMRC. No grace period shall be provided to licensee in such a case. DMRC may also recover the balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Security, from the other contracts of licensee in DMRC. Balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Security, shall be also recoverable from the licensee before licensee is permitted to remove their establishment(s) or else DMRC will seize their property at Zero/ Nil Value. DMRC shall be free to dispose-off the said property/ goods in whatsoever manner as it deems fit. Licensee shall have no claim for compensation or consideration/ damages in this regard.

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

e) If the Licensee is desirous of terminating the license after expiry of lock-in period of two (2) years but without serving any prior intimation period or shorter intimation period than 180 days, the agreement shall deemed to be terminated on completion of such short/ improper intimation period. In such cases, the Interest Free Security Deposit/ Performance Security shall be refunded to the Licensee after adjustment of license fee for period shorter than 180 days (notice period) and outstanding dues, if any. DMRC may also recover the balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Security, from the other contracts of licensee in DMRC. Balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Security, shall also be recoverable from the licensee before licensee is permitted to remove their establishment(s) or else DMRC will seize their property at Zero/ Nil value. DMRC shall be free to dispose-off the said property/ goods in whatsoever manner as it deems fit. Licensee shall have no claim for compensation or consideration/ damages in this regard.

f) In case of successful completion of the full term of the License period i. e. nine (9) years from commencement date of License Agreement, in such a case, balance Interest Free Security Deposit/ Performance Security of the Licensee shall be refunded after adjusting the outstanding dues. Balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Security, shall be recoverable from the licensee before licensee is permitted to remove their establishment(s) or else DMRC will seize their property at Zero/Nil value & dispose-off the same in any manner as deemed fit. Licensee shall have no claim for compensation/ damages etc. in this regard. DMRC may also recover the balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Security, from the other contracts of licensee in DMRC.

8.2 Taxes and other statutory dues:

a) 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.

b) Payment of stamp duty on execution of License Agreement, if any, shall be borne by licensee.

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

d) The Licensee will not ask for any claim or compensation from DMRC if advertisements are not permitted due to local laws/ civil authorities. The maintenance of all advertisement inserts will be borne by licensee.

e) 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.

8.3 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-1. May also please refer to Clause 3.3 (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 favor 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 favor of DMRC Ltd. Interest Free Security Deposit/Performance Security up to 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:

i) Bank Draft/PO in favor of DMRC Ltd, payable at New Delhi & issued from a Scheduled Commercial Bank based in India, or

ii) Irrevocable Bank Guarantee in the prescribed format 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 for further 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 prior notice to the licensee. The BG issuing bank must be on structured financial messaging system (SFMS) platform and a separate advice of Bank Guarantee must invariably be sent by the BG issuing Bank to the designated bank of DMRC through SFMS and only thereafter it shall become 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 Limited
9A, Phelps Building,
Connaught 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.

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

8.5 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)). 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 8.3(b), Interest Free Security Deposit/Performance security up to Rs. 10.00 lakh shall be payable in the form of DD/PO only.

8.6 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.

8.7 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 panel should be of contra- vision type so that it does not hamper or obstruct the visibility.

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

CHAPTER: 9
FACTORS GOVERNING SELECTION OF PERMISSIBLE / NEGATIVE ADVERTISEMENTS

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

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

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

c) The use of DMRC name, logo or title without prior written permission is strictly prohibited. No co-branding with the Licensor is allowed, without prior permission.

d) No Surrogate advertisements are permitted unless application for placement of the same is accompanied by "no objection certificate" from the Ministry of Information and Broadcasting.

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

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

g) Any type of audio advertisement including that from Digital Media if any, 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) All advertisement creative has to be approved by DMRC before display in metro premises.

k) Negative list of Advertisements:

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

i) Nudity

ii) Racial advertisements or advertisements propagating caste, community or ethnic differences.

iii) Advertisements of drugs, alcohol, cigarette, or tobacco items.

iv) Advertisement propagating exploitation of women or child.

v) Advertisements having sexual overtone.

vi) Advertisements depicting cruelty to animals.

vii) Advertisements depicting any nation or institution in poor light.

viii) Advertisements banned by the Advertising Council of India or by Law.

ix) Advertisements glorifying violence.

x) Advertisements of destructive devices and explosives depicting items, weapons and related items.

xi) Lottery tickets, sweepstakes entries and slot machines related advertisements.

xii) Advertisements which may be obscene or contain pornography or contain an "indecent representation of women".

xiii) Advertisements which may be defamatory, trade libelous, unlawfully threatening or unlawfully harassing.

CHAPTER: 10
FRAUD AND CORRUPT PRACTICES

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

10.2 Without prejudice to the rights of DMRC under Clause 10.1 hereinabove and the rights and remedies which DMRC may have under the LOA or the License Agreement, or otherwise if a Bidder or Licensee, as the case may be, is found by DMRC to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the License Agreement, such Bidder or Licensee shall not be eligible to participate in any tender or RFP issued by DMRC during a period of 2 (two) years from the date such Bidder is found by DMRC to have engaged, directly or indirectly, in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

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

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

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

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

d) "Undesirable practice" means:

i) establishing contact with any person connected with or employed or engaged by DMRC with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or

ii) having a Conflict of Interest; and

e) "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

10.4 DMRC reserves the right to reject any Bid:

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

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

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

CHAPTER: 11
BANNING POLICY

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

11.2 PROVISION FOR ACTION AGAINST ERRING / DEFAULTING AGENCIES:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11.4 PERIOD FOR BANNING:

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

CHAPTER: 12
MISCELLANEOUS

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

12.2 During License period, all disputes between the successful bidder and DMRC shall be settled as per the Dispute Resolution procedure elaborated in the Draft License Agreement (Annexure-13) after signing the License Agreement.

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

a) suspend and/or cancel the Bidding Process and/or amend and/or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;

b) consult with any bidder in order to receive clarification or further information;

c) retain any information and/or evidence submitted to DMRC by, on behalf of, and/ or in relation to any Bidder; and/or

d) Independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder.

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

Annexure-1

Details of advertisement area inside Metro trains on Line-1

Line No.	Section
Line-1	Rithala to Shaheed Sthal (New Bus Adda) Metro station

There is only single type of train sets under operation on Line no. 1 of DMRC network i. e. Rotem (RS-1). Static advertisement area in those said trains are as under:

Sr. No.	Make of Train	Train set of 6 cars/Coaches	Train set of 8 cars/coaches
1	Rotem (RS-1)	7.88 sqm.	10.57 sqm.

Detail of trains and their configuration currently under operation in DMRC Network on Line No. 1 is given in the table below:

Details of Metro trains under operation in Line No. 1 of DMRC Network (as of 20-Jan-2023)			
Line	**Make of Train**	**No. of trains (Available)**	**No. of Cars (Available) 6/8 Cars/ Trains**
1 (Red Line)	Rotem (RS-1)	39	244

Note:

1) At present there are 244 Car/ Coaches under operation on Line No.-1.
2) Number of trains and their coaches, configuration, etc. will be increased/ modified in future in order to meet the commuter rush and demand.

Annexure-2

LETTER OF APPLICATION & INTEREST

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

To

General Manager/Property Business,
3rd Floor, 'A' Wing, Metro Bhawan,
Fire Brigade Lane, Barakhamba Road,
New Delhi-110001

Sub: "Tender Document for Licensing of 'Exclusive Advertising Rights' of Metro trains on Line No.-1 (Red Line) of DMRC network.

Sir,

I / We understand: -

1. That this tender is to License out 'Exclusive Advertising Rights' of Metro trains on Line No.-1 (Red Line) of DMRC network.

2. That the Terms and Conditions governing the Tender to license out 'Exclusive Advertising Rights' of Metro trains on Line No.-1 (Red Line) of DMRC network and hereby agree to abide the same.

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

4. To deposit the first advance quarterly license fee within 30 (Thirty) days from the date of issue of LOA.

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

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

Irrevocable Bank Guarantee in the prescribed format (Annexure-III) issued by the State Bank of India or any other Nationalized Bank or other Scheduled Commercial Banks, acceptable to DMRC from/ with branches located in Delhi. The Bank Guarantee shall be valid at least for three years and shall be renewed before expiry of earlier Bank Guarantee, failing which the previous Bank Guarantee shall be en-cashed by DMRC without any prior intimation. For last year of license period, the Licensee shall submit the Bank Guarantee valid for remaining license period plus six months and shall renew it, if required, till the final settlement of all accounts failing which the Bank Guarantee of the Licensee shall be en-cashed by DMRC.

7. That the License Fee shall commence from the 31st day (on expiry of fitment period) of handing over of the first lot of advertisement area as per Annexure-1.

8. To sign the License Agreement within the prescribed time or on date as indicated by the authorized representative of DMRC, failing which, DMRC may deem that Bidder are not interested in the offer and forfeit all payments made in favour of DMRC. Bidder hereby voluntarily and unequivocally agree not to seek any claim, compensation, damages or any other consideration whatsoever on account of such forfeiture and also agree not to enter into any correspondence on this account.

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

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

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

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

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

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

Signature_____
Name of the Authorized Signatory with rubber stamp
Address: _____
Telephone No:_____
Place: _____
Dated: _____

Annexure-3

FINANCIAL BID FORM

Name of the Bid: 'Exclusive Advertising Rights' of Metro trains on Line No.-1 (Red Line) of DMRC network

Period of License: The tenure of the license Agreement shall be of nine (9) years from the date of handover of first set of train for advertising with a lock-in period of two (2) years shall be applicable for the contract.

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

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

Annexure-4

GENERAL INFORMATION OF THE BIDDER

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

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

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

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

Sr. No.	Consortium Member Name	Equity Stake (%) in the Consortium	Role of the Member in the Consortium (i.e. whether Lead Member/Member)
i)			
ii)			
iii)			

Signed
(Name of the Authorized Signatory)

For and on behalf of
(Name of the Bidder / Lead Member)

Designation:

Place:

Date:

Annexure-5

POWER OF ATTORNEY FOR SIGNING OF APPLICATION

Know all men by these presents, We _____ (name and address of the registered office) do hereby constitute, appoint & authorize Mr./Ms. _____ (name and residential address) who is presently employed with us and holding the position of _____

_____as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Tender, including signing and submission of all documents and providing information/ responses to DMRC, representing us in all matters before DMRC, and generally dealing with DMRC in all matters in connection with our Tender.

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

For

_____

Accepted

_____ (signature)

(Name, Title and Address) of the Attorney

Note: -

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

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

Annexure-6

CONSORTIUM AGREEMENT/MEMORANDUM OF AGREEMENT

(Duly stamped on non-judicial stamp paper)

This Consortium Agreement/ Memorandum of Agreement is executed at New Delhi on this _____ day of _____, 2020

BETWEEN

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

AND

M/s _____, a Company incorporated under the Companies Act, 1956 (further amended in 2013) and having its Registered Office at _____

and acting through its _____, duly authorized by a resolution of the Board of Directors dated _____ (hereinafter referred to as the ('Participant member') which expression unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in interest, legal representatives, administrators, nominees and assigns) of the OTHER/SECOND PART

AND

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

Whereas Delhi Metro Rail Corporation Limited (hereinafter referred to as 'DMRC') has invited Tender for Licensing of 'Exclusive Advertising Rights' of Metro trains on Line No.-1 (Red Line) of DMRC networkand whereas the parties hereto have discussed and agreed to form a Consortium for participating in the aforesaid application and have decided to deduce the agreed terms to writing.

NOW THIS CONSORTIUM AGREEMENT/MEMORANDUM OF AGREEMENT HEREBY WITNESSES:

That in the premises contained herein the Lead Member and the Participant Member(s) having decided to pool their technical know-how, working experiences and financial resources, have formed themselves into a Consortium to participate in this DMRC's tender.

2. That the members of the Consortium have represented and assured each other that they shall abide by and be bound by the terms and conditions stipulated by DMRC for the tender.

3. That the Consortium has agreed to nominate _____ as the common representative who shall be authorized to represent the Consortium for all intents and purposes for dealing with DMRC and for submitting the bid as well as doing all other acts and things necessary for submission of the Tender.

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

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

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

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

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

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

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

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

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

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

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

(i) Execution of the Consortium Agreement, and

(ii) Appointing the authorized signatory for such purpose.

Annexure-7

AFFIDAVIT

(To be given separately by each bidder/consortium member on Stamp Paper of Rs.100)
(Duly notarized)

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

1. I say that I am the authorised signatory of …… (insert name of company/consortium member) (hereinafter referred to as "Bidder/ Consortium Member") and I am duly authorised by the Board of Directors of the Bidder/Consortium Member to swear and depose this Affidavit on behalf of the bidder/consortium member.

2. I say that I have submitted information with respect to our eligibility for Delhi Metro Rail Corporation's (hereinafter referred to as "DMRC") Tender for Licensing of 'Exclusive Advertising Rights' of Metro trains on Line No.-1 (Red Line) of DMRC networkand I further state that all the said information submitted by us is accurate, true and correct and is based on our records available with us.

***Strike out whichever is not applicable.**

3. I say that, we hereby also authorize and request any bank, authority, person or firm to furnish any information, which may be requested by DMRC to verify our credentials/information provided by us under this Bid and as may be deemed necessary by DMRC.

4. I say that if any point of time including the License period, in case DMRC requests any further/additional information regarding our financial and/or technical capabilities, or any other relevant information, we shall promptly and immediately make available such information accurately and correctly to the satisfaction of DMRC.

5. I say that, we fully acknowledge and understand that furnishing of any false or misleading information by us in our Bid shall entitle us to be disqualified from the tendering process for the said project. The costs and risks for such disqualification shall be entirely borne by us.

6. I state that all the terms and conditions of the Tender Document have been duly complied with.

DEPONENT

VERIFICATION:-

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

Verified at ……, on this ……. day of……..…….., 2022.

DEPONENT

Annexure-8

UNDERTAKING FOR RESPONSIBILITY

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

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

1. That, we Solely undertake that _____ (Name of the Company/ consortium member) shall conduct all transactions/ correspondences and any other activity in connection with License Agreement pertaining to Tender for Licensing of 'Exclusive Advertising Rights' of Metro trains on Line No.-1 (Red Line) of DMRC network.

2. That, all consortium members are jointly or severely responsible for all commitments / liabilities/ dues etc. to DMRC.

3. That, we further confirm that, the stake holding of lead member- _____ (Name of the company/ consortium member) shall always remain more than 51% and we, all consortium members, insure that there shall be no change in the stake holding of all parties during the initial lock-in period of license agreement.

4. We also confirm that our consortium was made on Dt._____, for seeking Tender for Licensing of 'Exclusive Advertising Rights' of Metro trains on Line No.-1 (Red Line) of DMRC network, in support of which a copy of our Board Resolution is attached with this Undertaking.

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

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

Witness 1.

2.

Annexure-9

CERTIFICATE OF STATUTORY AUDITOR/ CHARTERED ACCOUNTANT

(On the Letterhead of the Statutory Auditor/ Chartered Accountant)

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

Year wise detail of Annual Gross Turnover is as under:

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

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

Note: Turnover as brought out in the audited annual financial results is to be indicated in above table and certified by the statutory auditor of the Bidders.
All the documents or certifications which are provided by CA after 1st July, 2019, must contain UDIN thereon and the particulars of certifications must be same as mentioned on document/ certification and submitted to ICAI on its website which can be verified online on https://udin.icai.org/search

Annexure-10

UNDERTAKING FOR DOWNLOADED TENDER DOCUMENT

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

Company Name _____

Name_____

Signature_____ Date: _____

Postal Address _____

E-Mail ID _____

Phone _____ FAX _____

Company Seal:

Annexure-11

Undertaking for not being banned / debarred from business

(Duly Notarized)

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

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

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

Stamp & Signature of Authorized Signatory

Note:

1. In case of JV/ Consortium, the undertaking shall be submitted by each member of the JV/ Consortium.
2. The undertaking shall be signed by authorized signatory of the applicant. In case of JV/ Consortium by the authorized signatory of the constituent members & duly counter signed by the authorized signatory of applicant.
3. In all cases where the Bidding Entities fulfils the eligibility criteria by way of & on account of submission of the financials of its group holding company and/ or other group subsidiary company controlled by the same holding as per Clause 3.1 to 3.12 of RFP, the above undertaking shall be executed by such holding as well as group subsidiary company.

Annexure-11 (A)

Undertaking as per Clause No. 3.11 of Tender Document

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

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

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

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

Note: During evaluation if it is found that incorrect information has been furnished by us for any DMRC property, we undertake that our submission will be considered ineligible and summarily rejected.

Stamp &Signature of Authorized signatory of Bidder

Annexure-11 (B)

Undertaking as per Clause No. 3.11of Tender Document

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

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

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

a. It is certified that we (either as a single entity or as a member of JV/ Consortium of SPV of JV/ Consortium/ single entity) have vacated the leased/ licensed space/ premises within the grace period (if provided) after completion of the tenure of the license/ pre-mature terminated/ surrender.

b. It is certified that we (either as a single entity or as a member of JV/ Consortium of SPV of JV/ Consortium/ single entity) have taken over the space/ premises leased/ licensed to us, within due date & time.

c. It is certified that we (either as a single entity or as a member of JV/ Consortium of SPV of JV/ Consortium/ single entity) have not encroached on the common areas/ circulating areas or any other space which is not leased/ licensed to us and vacated the area if notice issued to us.

d. It is certified that we (either as a single entity or as a member of JV/ Consortium of SPV of JV/ Consortium/ single entity), having lease/ license agreement(s) of DMRC in which there is a provision of opening of Escrow account, have opened the Escrow account/ will open escrow account before the end of moratorium period and ensuring that sub lessee make all the payments whatsoever through escrow account and remitting all DMRC dues through said Escrow account.

Note:

During evaluation if it is found that incorrect information has been furnished by us for any DMRC property, we undertake that our submission will be considered ineligible and summarily rejected.

*Strike over which is not applicable.

Signature of Authorized signatory of Bidder

Annexure-12

Declaration/Undertaking regarding Holding/ Subsidiary Company

(On letter head of holding company)

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

We hereby declare, confirm and undertake as follows:

1. That we M/s _____(name of holding co) _____ ___("Z")_____are a company incorporated in (name of country)_____on___(date)_____& have our Regd. Office at _____(address)_____.

2. That M/s ____(foreign entity whose financials/ turnover is resortedto)_____("X") is our wholly owned subsidiary company also incorporated in_____(name of country) _____on_____(date_____.That the said M/s _____("X")_____is engaged in & carrying on advertisement business.

3. That M/s _____(bidder)_____ ("Y") _____ is wholly Owned/ subsidiary/ company incorporated in India on _____(date)_____ under the companies act, 1956/2013 having its Regd. Office at _____(address)_____and the said company is also engaged in & carrying on advertisement business.

4. That our wholly owned Indian subsidiary company M/s_____("Y")_____is intending to take part in a tender for advertisement on line _____(name of tender) of DMRC and offer a bid there under, relying on & based on financials of its foreign group holding company and/ or of the above said group subsidiary company in order to meet the eligibility criteria for the said tender.

5. We_____("Z")_____ (holding company) and _____ ("X")_____ subsidiary company incorporated overseas) hereby confirm and under take that we are fully aware of the implications of the above submission ____by ("Y)_____ and give our explicit and unconditional consent and agreement to the same/above and shall willingly submit the required financial statement to our Indian subsidiary for onward submission to DMRC. We further undertake that all the terms and conditions of the said tender are acceptable to us and shall be binding upon us.

Confirmed above

Signature of bidder

1. Holding company signature
(With stamp)

2. Subsidiary company Signature
(With stamp)

Annexure-12A

Details of Bank Account for Refund of tender security/EMD

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

1. Name of the firm/Bidder:

2. Complete Address:

3. Name of bank:

4. Branch:

5. Address of the Bank Branch:

6. Name of Account holder in Bank:

7. Account Type:

8. Account Number:

9. IFS Code of the Bank Branch:

10. Copy of cancelled cheque of the Bidder/Firm submitted: Yes or No (Please tick)
(A Copy of cancelled cheque to be enclosed)

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

Note:-

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

b) *EMD/Tender Security shall be paid in compliance with RFP Clause 1.4*

Annexure-12(B)

Undertaking for Responsibility (For Bidders)

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

_____as a bidder for and on behalf of _____, (complete name with address) jointly & severely undertake the responsibility in regard to the License Agreement with DMRC in respect of licensing of 'Exclusive Advertising Rights' of Metro trains on Line No.-1 (Red Line) of DMRC network:

1. That, I/We solely undertake that I/we _____ (name of the bidder) shall conduct all transactions/ correspondences and any other activity in connection with License Agreement pertaining to 'Exclusive Advertising Rights' of Metro trains on Line No.-1 (Red Line) of DMRC network with DMRC Ltd.

2. That I/ we are solely or severely responsible for all commitments/ liabilities/dues etc. to DMRC ltd. In respect of this allotment of 'Exclusive Advertising Rights' of Metro trains on Line No.-1 (Red Line) of DMRC network.

(Bidder to sign on undertaking)

_____

Annexure-13

DRAFT LICENSE AGREEMENT

License Agreement No. ……..

THIS AGREEMENT entered into at Delhi on this the_____ day of _____ 2023 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 _____a company incorporated under the companies act 1956 (as amended in 2013) having its registered office at _____and represented by its duly authorized signatory, Sh._____,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-1 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-1 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-1 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:

2.0 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.

3.0 **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-1 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 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.

b) Procurement, fabrication, installation & erection of advertising units. Advertisement inventory shall include prefabricated static advertisement spaces/panels, (as per details in Annexure-I of this DLA and Annexure-1 of RFP) inside metro trains and train exterior for wrapping.

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/leading Destination Brands for Advertising.

g) Create new innovative advertising opportunities of metro trains including Experiential Marketing, advertisements by visual aids, 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 advertisement panels are given as per Annexure-I 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) Moreover, the bidders are advised to make the payments preferably through the payment Portal available on DMRC's official website i.e. **https://services.billdesk.com/MercOnline/web/delhi-metro/pay**

m) All taxes including Municipal/Advertisement Taxes, GST and all other statutory dues where applicable shall be borne solely by the licensee without any contest.

n) 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 Metro 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.

o) There is no scope for any digital advertisement in this contract.

p) The maintenance of the static advertisement panels is to be carried out and done by the licensee at its own cost.

4.0 Route/ Section/ trains Available For Exclusive Advertisement Rights inside Metro Trains on Line No. 1:

Selected bidder shall be permitted to display advertisements inside Delhi Metro Trains on Line No. 1 at static advertisement spaces/panels and on train exterior for wrapping as per details given below. Advertisements on RMs (Route Maps),

floor of Trains and strap hangers are not permissible. There is no scope for any Digital advertisement in this contract.

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-1.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-1.**

b) **Additional coaches:**

Additional coaches if required by the licensee for wrapping beyond 10% of total train coaches/cars 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. The License Fee for such additional coaches shall also be escalated @ 20% on completion of every three years of contract period on compounding basis i.e. 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.

5.0 Charging of License Fee:

a) The Licensee shall pay the quoted Licensee Fee for the advertisement rights on DMRC trains on Line-1 of DMRC network and wrapping of trains of Line-1, 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-1 as mentioned in Annexure-I, amounting to Rs. _____ (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 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-1 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-1. DMRC may induct additional train sets in Line-1 or withdraw any train set from the service in Line-1, 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 234 cars/ coaches on Line-1 as detailed below. The licensee will not have any claim for compensation, damages etc. in this regard.

d) The amount of license fee payable to DMRC shall remain valid up to 244 numbers of cars/ coaches holding in Line-1. If there is any increase in car/ coaches beyond 244 on Line-1, the amount of license fee payable to DMRC shall be increased on pro-rata basis from the date of induction of train from revenue service.

e) **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.**

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

i) Licensee hereby assumes responsibility for Exclusive Advertising Rights Inside DMRC Trains on Line No. 1 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. Moreover, the bidders are advised to make the payments preferably through the payment Portal available on DMRC's official website i.e. **https://services.billdesk.com/MercOnline/web/delhi-metro/pay**

iii) The Licensee confirms having examined the potential locations Inside Delhi Metro Trains on Line-1 in detail and fully understands

and comprehends the technical requirements of the advertisement insert/media. The Licensee also confirms full satisfaction as to the business viability of licensing the advertisement spaces inside the 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.

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

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

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DMRC	LICENSEE

ARTICLE-1
DEFINITIONS

1.1 **"Advertising" or "Advertisement"** means display of any advertisement material including pictures, printed material, etc. which are not objectionable or prohibited under various statutes, codes, policies, etc. as applicable from time to time (Except Audio Advertising).

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

1.3 **"Applicable Laws"** means all laws, brought into force and effect by Govt. of India,State Governments, local bodies and statutory agencies and rules/ regulations/ notifications issued by them from time to time. It also include judgments, decrees, injunctions, writs and orders of any court or judicial authority as may be in force and effected from time to time.

1.4 **"Applicable Permits"** means all clearances, permits, authorizations, consents andapprovals required to be obtained or maintained under Applicable Law, in connection with the commercial advertisement spaces during the subsistence of this Agreement.

1.5 **"As is where is basis"** means License of the said commercial advertisement spaceincluding all equipment, installations, fittings and fixtures is given on 'as is where is basis'. The Licensee may make additions or alterations in the licensed space, carry out various installations including electric installations and wiring, with the prior permission of DMRC in writing at its own cost. Licensee shall not be entitled for any compensation with regard to additions carried out by them in the licensed commercial spaces. Licensee shall be required to hand over the Licensed Space at the end of license period.

1.6 **"Bid"** means the documents, including all clarifications, addendum, corrigendumand revisions issued by DMRC to the Bidders, the Proposal submitted by the successful Bidder (Licensee) in response to the Bid Notice in accordance with the provisions thereof.

1.7 **"Bidder"** means any entity which is a sole proprietorship firm, apartnership firm or a company having registered office in India, or a combination of above in the form of Joint Venture (JV) or consortium.

1.8 **"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.

1.9 **"Change in Law"** means the occurrence or coming into force of any of the following after the date of signing this Agreement:

a) The enactment of any new Indian law
b) The repeal, modification or re-enactment of any existing Indian law
c) Any change in the rate of any Tax

Provided that Change in Law shall not include:

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

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

1.10 **"Commencement Date or Handover Date"** means the date on which the LicensedSpace of first lot of trains as per Annexure-I is handed over by DMRC to the selected Bidder, in accordance with the terms of this Agreement.

1.11 **"Control"** shall mean the power to direct the management or policies of the Bidder/ Subsidiary companies, whether through the ownership of over 50% (Fifty percent) of the voting power or through the power to appoint more than half of the board of directors or similar governing body of the companies i. e. having enough voting stock so as to influence and control the management and operations of such companies, here "Controls" and "Controlled by" shall be construed accordingly.

1.12 **"Damages"** shall mean any claim of DMRC against the Licensee for breach of thisAgreement, including but not limited to, losses, dues, arrears etc. against which DMRC shall be entitled to claim and adjust the Security Deposit/ Performance Security.

1.13 **"DMRC"** means Delhi Metro Rail Corporation Limited.

1.14 **"Financial Year"** shall for the Bidder mean the period commencing April 1st of each calendar year and ending on March 31st of the immediately succeeding calendar year. The relevant financial year for a foreign holding and or group subsidiary company will be the nearest period of financial year applicable in their respective countries as compared to the Indian financial year stipulated above.

1.15 **"Holding company"** of the Bidder/ subsidiary company shall mean such entity that owns and Controls the Bidder/ subsidiary companies. Further, the Holding company maybe an Indian or a foreign incorporated entity, so long as the Bidder is an Indian entity.

1.16 **"Interest Free Security Deposit/ Performance Security"** means interest free amountto be deposited by the Licensee with DMRC as per terms and conditions of License Agreement as a security against the performance of the License Agreement.

1.17 **"License"** means the licensing rights granted by DMRC to the selected Bidder forvarious activities excluding the banned activities as per banned list of usage of premises attached as Annexure-II.

1.18 **"Licensee"** means the Selected Bidder, who has executed the License Agreementwith DMRC pursuant to bidding process.

1.19 **"License Fee"** means the amount payable by the licensee to DMRC as per ratesoffered by the Selected Bidder for utilization of licensed space and accepted by DMRC to be paid by the Licensee along with other charges and any kind of Central or State Taxes, local levies, statutory dues, GST etc. that may be payable by the licensee as per prevalent law.

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

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

1.22 **"Selected Bidder"** means the bidder who has been selected by DMRC, pursuant to the bidding process for award of license.

1.23 **"Subsidiary company**" is one which is part of the group controlled by a holding company. Further, the Subsidiary company maybe an Indian or a foreign incorporated entity, so long as the Bidder is an Indian entity.

1.24 **"Tax"** means and includes all taxes, fee, cesses, levies that may be payable by theLicensee under the Applicable Law to the Government or any of its agencies.

1.25 **"Termination Date"** means the end of the License period or date of soonertermination of the License period in accordance with the terms of this Agreement whichever is earlier.

ARTICLE-2

DISCLAIMER

2.1 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 trains advertisement & shall be fully responsible for its assessment in this regards.

c) It has visited/seen/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-1 shall be for 9 (nine) years from the date of handing over of first set of Trains for advertisement on/ of Line-1 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-1 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 or deemed handing over of the first lot of trains for advertisement, 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.

License Fee:

3.3 Charging of License Fee:

a) The licensee shall pay the quoted Annual License Fee for advertisement rights on DMRC trains on Line-1 of DMRC network & wrapping of trains of Line-1, 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-1 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.

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

c) The Exclusive Advertisement Rights of Delhi Metro Trains shall be granted for trains under operation at Line-1 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 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 time to time.

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 for credit of account of DMRC Ltd. after taking prior Approval of DMRC and duly complying with the laid down procedure (Annexure-IV) of DLA 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-1 in concerned 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 licensee fails to take over the trains within 10 days from the date of making payment as per LOA & on receipt of the intimation of handing over by DMRC, the trains shall be treated as deemed to be handed over from the 11th day of receipt of LOA payments by DMRC. 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-1. DMRC may induct additional train sets in Line-1 or withdraw any train set from the service in Line-1, 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 holding beyond 234 car coaches on Line-1 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 234 number of car coaches holding in Line-1. If there is any increase in car coaches beyond 234, 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 three (3) years of License period i.e. after every three (3)years from the commencement date of License period on compounding basis.

3.12 The license fee along with GST as applicable shall be paid to DMRC on Quarterly basis in advance to DMRC by the last working day of the previous running quarter. This has also been illustrated below for better understanding of licensee:

The Billing quarter	**01st April to 30th June**
Period for the issue of invoice	**01st March to 15th March**
Last date of payment of dues to DMRC	**31st 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 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 The Licensee shall periodically advise the details of payments deposited with & paid to DMRC. In the case of non-submission of such details, initially Third Party dues, i.e. statutory dues/ liabilities shall be settled first (mandatory liabilities of DMRC), then others dues/ liabilities like electricity, etc. and lastly License fee shall be accounted for. The account shall be reconciled by DMRC on half yearly basis. Discrepancy, if any, shall be adjusted in next invoice.

3.15 If the Licensee fails to pay or partly pay the due license fee and other dues by the due date, a 15 days' Cure Notice shall be issued to pay the outstanding license fee and other dues along with an interest of 18% (Eighteen percent) per annum on the amount of License Fee and other dues remaining outstanding after the due date of payment. Interest shall be charged on net outstanding dues for the actual number of day(s) of delay in payment. Interest shall continue to be accrued on monthly compounding basis until all the payable dues of License Fee and other dues are finally squared up & paid to DMRC.

a) If the Licensee fails to pay the outstanding License Fee and other dues within 15 days' Cure Notice, DMRC shall issue 30 days termination notice to make payment of outstanding License Fee and other dues. No representation of the licensee shall be entertained in this period till the licensee pays the entire outstanding dues to DMRC.

b) In the event of Licensee failing to pay the outstanding License Fee and other dues within 15 days from the date of issue of termination notice, DMRC may disconnect all utilities provided to the Licensee.

c) In the event of Licensee failing to pay the dues within 30 days from the date of issue of termination notice, it shall constitute Material Breach of Contract and Licensee's Event of Default under this Agreement and shall entitle DMRC to terminate the License Agreement as per provisions stipulated in ARTICLE-8 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 (as applicable) to DMRC by e-mode via RTGS/NEFT/IMPS for credit of DMRC designated account. Licensee shall

take prior approval of DMRC after complying with the required procedure/guidelines as per Annexure-IV of DLA. The license fee and other dues can also be paid by DD/PO in favour of DMRC Ltd., payable at Delhi& drawn on a scheduled commercial bank. Moreover, the bidders are advised to make the payments preferably through the payment Portal available on DMRC's official website i.e. **https://services.billdesk.com/MercOnline/web/delhi-metro/pay**

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-1. May also please refer to Clause 3.3 (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 up to 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:

i) Bank Draft/PO in favor of DMRC Ltd, payable at New Delhi & issued from a Scheduled Commercial Bank based in India, or

ii) Irrevocable Bank Guarantee in the prescribed format (as per Annexure-III of this draft License Agreement) 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 for further 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 prior notice to the licensee. The BG issuing bank must be on structured financial messaging system (SFMS) platform and a separate advice of Bank Guarantee must invariably be sent by the BG issuing Bank to the designated bank of DMRC through SFMS and only thereafter it shall become 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 Limited
9A, Phelps Building,
Connaught 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, other recurring charges if any 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 3.16(b), Interest Free Security Deposit/Performance security up to Rs. 10.00 lakh 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 of which DMRC becomes liable to the Government/Third party due to any default of the Licensee or any of their employee/ agent.

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

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

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 due.

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/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

4.1 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.
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.

4.2 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.

4.3 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.

4.4 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.

4.5 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 ₹ 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's 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.

4.6 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

4.7 Penalty Clauses:

Further, DMRC can impose the fine on Licensee @ 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 authorizedrepresentative of DMRC.
g.	Utilizing advertisements at locations other than that approved by DMRC.
h.	Non submission of monthly statement of approved plan and actual utilizedarea of advertisement at each station.

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

4.8 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.

4.9 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 panel 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 station as a result of their activities or any of its agents, contractors, sub-Licensee, etc.;

d) to take all reasonable steps to protect the environment (both on and off the Licensed Space) and to limit damage and nuisance to people and property resulting from construction and operations, within guidelines specified as per Applicable Laws and Applicable Permits;

e) to duly supervise, monitor and control the activities of contractors, sub-licensees, agents, etc., if any, under their respective License Agreements as may be necessary;

f) to take all responsible precautions for the prevention of accidents on or about the site and provide all reasonable assistance and emergency medical aid to accident victims;

g) not to permit any person, claiming through or under the Licensee, to create or place any encumbrance or security interest over whole or any part of the Licensed Space or its assets, or on any rights of the Licensee therein or under this Agreement, save and except as expressly permitted in this Agreement;

h) to keep the Licensed Space free from all unnecessary obstruction during execution of works and store the equipment or surplus materials, dispose of such equipment or surplus materials in a manner that causes least inconvenience to the Metro station, Commuters or DMRC's activities;

i) at all times, to afford access to the Licensed Space to the authorised representatives of DMRC, other persons duly authorised by any Governmental Agency having jurisdiction over the business at Licensed Space, to inspect the Licensed Space and to investigate any matter within their authority and upon reasonable notice;

j) to comply with the divestment requirements and hand over the Licensed space to DMRC upon Termination of the Agreement;

k) to ensure that no foul/ unpleasant smell shall spread out from the premises of the licensee;

l) To ensure that its equipment does not interfere with the function of DMRC's equipment installed at the station. The Licensee is advised to obtain prior written consent from DMRC for installing such equipment. However, DMRC reserves the right to refuse installation of the equipment if it is of the opinion that the Licensees equipment shall interfere with the station installations.

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/Municipal Corporations of Delhi harmless against all costs, damages, liabilities, expenses arising out of any third party claims relating to non-completion of the Fit-out; quality of the Fit-out and the construction/ construction activities.

6.2 The Licensee hereby undertakes to indemnify DMRC/Municipal Corporations of Delhi against all losses and claims in respect of death or injury to any person or loss or damage to any property which may arise out of or in consequence of the execution and completion of works and remedying defects therein and against all claims, proceedings, damages, costs charges and expenses whatsoever in respect thereof or in relation thereto.

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 their contractors/ sub-contractors/sub-Licensees. The Licensee shall indemnify and keep indemnified DMRC against all such damages and compensation; all claims proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

6.4 The licensee must strictly comply with all the provisions of The EPF Act 1952, The ESI Act, Minimum Wages Act 1948, Labour Laws & regulation in force including but not limited to the Contract Labour (Regulation & Abolition) Act-1976 including any subsequent amendment thereof and the rules made there under as per prevalent Government orders and ensure timely payment under these Acts. Failure to comply these acts shall attract penalty as per provisions. Licensee shall indemnify DMRC Administration for any loss and damages suffered due to violation of its provision.

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 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.

7.2 Such Force Majeure occurrence shall be notified to the other party within 15 days of such occurrence. If such Force Majeure continues for a period of three months, the party notifying the force majeure condition may be entitled to, though not being obliged to terminate this agreement by given a notice of seven (7) days to the other party and in such a case this Interest Free Security Deposit/ Performance Security shall be refunded by DMRC to the Licensee after adjustment of outstanding dues, if any.

ARTICLE-8
BREACHES/SURRENDER/TERMINATION OF LICENSE AGREEMENT

Surrender of License Agreement:

8.1 If the Licensee is desirous to exit & surrender the license hereby created before expiry of the lock-in period of two (2) years, the License Agreement shall deemed to be foreclosed on the date mentioned in surrender notice, subject to confirmation by DMRC. In such a case, the balance Interest Free Security Deposit/ Performance Security shall be forfeited in favour of DMRC after adjustment of outstanding dues, if any, payable to DMRC. No grace period shall be provided to licensee in such a case. DMRC may also recover the balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Security, from the other contracts of licensee in DMRC. Balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Security, shall be also recoverable from the licensee before licensee is permitted to remove their establishment(s) or else DMRC will seize their property at Zero/Nil Value. DMRC shall be free to dispose-off the said property/ goods in whatsoever manner as it deems fit. Licensee shall have no claim for compensation or consideration/ damages in this regard.

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

8.3 If the Licensee is desirous of terminating the license after expiry of lock-in period of two (2) years but without serving any prior intimation period or shorter intimation period than 180 days, the agreement shall deemed to be terminated on completion of such short/ improper intimation period. In such cases, the Interest Free Security Deposit/ Performance Security shall be refunded to the Licensee after adjustment of license fee for period shorter than 180 days (notice period) and outstanding dues, if any. DMRC may also recover the balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Security, from the other contracts of licensee in DMRC. Balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Security, shall also be recoverable from the licensee before licensee is permitted to remove their establishment(s) or else DMRC will seize their property at Zero/Nil value. DMRC shall be free to dispose-off the said property/ goods in whatsoever manner as it deems fit. Licensee shall have no claim for compensation or consideration/ damages in this regard.

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 Agreement, in such a case, balance Interest Free Security Deposit/Performance Security of the Licensee shall be refunded after adjusting the outstanding dues. Balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Security, shall be recoverable from the licensee before licensee is permitted to remove their establishment(s) or else DMRC will seize their property at Zero/Nil value & dispose-off the same in any manner as deemed fit. Licensee shall have no claim for compensation/ damages etc. in this regard. DMRC may also recover the balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Security, from the other contracts of licensee in DMRC.

Breach of License Agreement/Licensee's Events of Default

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 two written notices (unless otherwise specifically mentioned therein) from DMRC, fails to cure the Default to the satisfaction of DMRC.

h) If any representation made or warranties given by the Licensee under this Agreement is found to be false or misleading.

i) If the Licensee engaging or knowingly has allowed any of its employees, agents, or sub-Licensee to engage in any activity prohibited by law or which constitutes a breach of or an offence under any law, in the course of any activity undertaken pursuant to this Agreement.

j) If the Licensee has created any encumbrance, charges or lien in favour of any person or agency, over the Licensed Space except expressly permitted under this Agreement.

k) If a resolution for voluntary winding up has been passed by the shareholders of the Licensee.

l) If any petition for winding up of the Licensee has been admitted and liquidator or provisional liquidator has been appointed or the Licensee has been ordered to wind up by Court of competent jurisdiction, except for the purpose of amalgamation or reconstruction with the prior consent of DMRC, provided that, as part of such amalgamation or reconstruction and the amalgamated or reconstructed entity has unconditionally assumed all surviving obligations of the Licensee under this Agreement.

m) If the Licensee has abandoned the Licensed Space.

n) If the licensee violates banned usage as per list given in Annexure-II.

Termination of License Agreement by DMRC

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 rectifies the default to the satisfaction of the DMRC within the cure period, the event shall not be considered as a Licensee Event of Default. However, in the event of application of Clause No. 8.5 (c) to (n), DMRC may terminate the licensee agreement with immediate effect.

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.

8.8 Termination on Operational Ground:

DMRC reserves the right to terminate the License Agreement on operational ground by giving three months' notice. The License agreement shall stand terminated after expiry of three months' notice and the Interest Free Security Deposit/Performance Security shall be refunded after adjusting outstanding dues. The Licensee voluntarily agrees not to seek any claim, compensation, damages or any other consideration whatsoever on any ground in this regard.

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/ surrender of License Agreement:

a) All sub-licenses/ third party agreements, if permitted & applicable, entered by the Licensee, shall stand terminated with immediate effect ;

b) In case of termination of agreement on account of Licensee's Events of Default, the balance Interest Free Security Deposit/ Performance Security shall be forfeited in favor of DMRC after adjustment of outstanding dues, if any, payable to DMRC. No grace period shall be provided to the licensee in such a case. DMRC may also recover the balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Security from the other contracts of the licensee in DMRC. Balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Security, shall also be recoverable from the licensee before licensee is permitted to remove their establishment(s) or else DMRC will seize their property at Zero/Nil value & dispose-off the same in any manner as deemed fit. Licensee shall have no claim for compensation/ damages etc. in this regard. DMRC may also recover the balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Security, from the other contracts of licensee in DMRC.

c) All utilities shall be disconnected with immediate effect, unless otherwise specified elsewhere, and

d) The Licensee shall vacate the premises within 30 days after date of issue of termination notice.

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 their authorized representative within 30 days from the date of termination of License Agreement, after removal of media, fixtures, panels, etc. installed by the Licensee at its own cost, without causing damage to DMRC structures. The Licensee agrees voluntarily and un-equivocally not to seek any claim, damages, compensation or any other consideration whatsoever on this account. If the premise is not handed over in good condition as required under this clause, DMRC reserves the right to deduct/ recover damages/ charges.

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. Apart from this, such violation shall empower DMRC to dispose-off the property & goods from the premises. And after lapse of this 30 days grace period, DMRC shall take over the goods/property treating at NIL value, even if it is under lock & key; and shall be free to dispose-off the property in whatsoever manner as it deems fit. Licensee shall have no claim for compensation or consideration/damages after completion of grace period. If, licensee fails to pay the penalty, applicable in case of non-vacation of premises, the same shall be adjusted from the Interest Free Security Deposit/Performance Security available with DMRC. No grace period shall be provided to licensee, if licensee surrenders the contract within the lock-in period of two (2) years.

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 Station in-charge or his/her 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/re-tender and or to seal/ lock the Licensed Space.

ARTICLE-9
FACTORS GOVERNING SELECTION OF PERMISSIBLE/NEGATIVE ADVERTISEMENTS

9.1 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) Station naming/ Co-branding not allowed.

g) **Any type of audio advertisement including that from Digital Media if any 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) All advertisement creative has to be approved by DMRC before display in Metro premises.

k) **Negative List of Advertisements:** The Licensee shall take into account that the following types of advertisements are strictly prohibited:

i) Nudity.

ii) Racial Advertisements or advertisements propagating caste, community or ethnic differences.

iii) Advertisement of drugs, alcohol, cigarette, or tobacco items.

iv) Advertisements propagating exploitation of women or child.

v) Advertisement having sexual overtone.

vi) Advertisement depicting cruelty to animals.

vii) Advertisement depicting any nation or institution in poor light.

viii) Advertisement banned by the Advertising Council of India or by law.

ix) Advertising glorifying violence.

x) Advertisements of destructive devices and explosives depicting items, weapons and related items.

xi) Lottery tickets, sweepstakes entries and slot machines related advertisements.

xii) Advertisements which may be obscene or contain pornography or contain an "indecent representation of women".

xiii) Advertisements which may be defamatory, trade libelous, unlawfully threatening or unlawfully harassing.

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

10.1.2 Notice of Dispute

For the purpose of Sub-Clause 8.1.2, a Dispute shall be deemed to arise when one party serves on the other party a notice in writing (hereinafter called a "Notice of Dispute") stating the nature of the Dispute provided that no such notice shall be served later than 28 days after the final settlement of the contract after termination/surrender/completion of contract as advised/intimated by DMRC to the Lessee.

10.1.3 Two Stages for Dispute Resolution

Disputes shall be settled through two stages:

a) Conciliation procedures as established by "The Arbitration and Conciliation Act-1996" & amended by the Arbitration & Conciliation (Amendment) Act, 2015 ; Arbitration & Conciliation (Amendment) Act, 2019 & Arbitration & Conciliation (Amendment) Act, 2021 and any statutory modification or re-enactment thereof and in accordance with this Clause. In the event this procedure fails to resolve the Dispute then;

b) Arbitration procedures undertaken as provided by "The Arbitration and Conciliation Act-1996" & amended by the Arbitration & Conciliation (Amendment) Act, 2015 ; Arbitration & Conciliation (Amendment) Act, 2019 & Arbitration & Conciliation (Amendment) Act, 2021 and any statutory modification or re-enactment thereof and in accordance with this 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

a) The DMRC shall maintain a panel of Conciliators, who shall be from serving or retired engineers of Government Departments, or of Public Sector Undertakings. Out of this panel, a list of three Conciliators shall be sent to the licensee who shall choose one of them to act as Conciliator and conduct conciliation proceedings in accordance with "The Arbitration and Conciliation Act-1996" & amended by the Arbitration & Conciliation (Amendment) Act, 2015; Arbitration & Conciliation (Amendment) Act, 2019 & Arbitration & Conciliation (Amendment) Act, 2021 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 signing of the settlement agreement by the parties on the date of agreement; or

b) by written declaration of the conciliator, after consultation with the parties, to the effect further efforts at conciliation are no longer justified, on the date of declaration; or

c) by a written declaration of the parties to the conciliator to the effect that the conciliation proceedings are terminated, on the date of declaration; or

d) by a written declaration of a party to the other party and the conciliator, if appointed, to the effect that the conciliation proceedings are terminated, on the date of declaration.

Upon termination of the conciliation proceedings, the conciliator shall fix the costs of the conciliation and give written notice thereof to the parties. The costs shall be borne equally by the parties unless settlement agreement provides for a different apportionment. All other expenses incurred by a party shall be borne by that party.

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 the DMRC, shall be referred to arbitration. Other matters shall not be included in the reference.

b) The Arbitration proceedings shall be assumed to have commenced from the day, a written and valid demand for arbitration is received by GM/PB on behalf of MD/DMRC at following address:

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

c) The disputes so referred to arbitration shall be settled in accordance with the Indian "The Arbitration and Conciliation Act-1996" & amended by the Arbitration & Conciliation (Amendment) Act, 2015 ; Arbitration & Conciliation (Amendment) Act, 2019 & Arbitration & Conciliation (Amendment) Act, 2021 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:

i) Sole Arbitrator in cases where the total value of all claims in question added together does not exceed Rs. 2.00 crores;

ii) 3 (Three) arbitrators in all other cases.

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 CE/Contract on behalf of MD/DMRC, the DMRC will forward a panel of 03 names to the licensee. The licensee shall have to choose one Arbitrator from the panel of three, to be appointed as Sole Arbitrator within 30 days of dispatch of the request by the DMRC. In case the licensee fails to choose one Arbitrator within 30 days of dispatch of the request of the DMRC then MD/DMRC shall appoint anyone Arbitrator from the panel of 03 Arbitrator as sole Arbitrator.

ii) In case of 3 Arbitrators:

a) Within 60 days from the day when a written and valid demand for Arbitration is received by GM/PB on behalf of MD/DMRC, the DMRC will forward a panel of 5 names to the licensee. The licensee will then give his consent for any one name out of the panel to be appointed as one of the Arbitrators within 30 days of dispatch of the request by the DMRC.

b) DMRC will decide the second Arbitrator. MD/DMRC shall appoint the two Arbitrators, including the name of one Arbitrator for whom consent was given by the licensee within 30 days from the receipt of the consent for one name of the Arbitrator from the licensee. In case the licensee fails to give his consent within 30 days of dispatch of the request of the DMRC then MD/DMRC shall nominate both the Arbitrators from the panel.

c) The third Arbitrator shall be chosen by the two Arbitrators so appointed by the parties out of the panel of 05 Arbitrators provided to licensee or from the larger panel of Arbitrators to be provided to them by DMRC at the request of two appointed Arbitrators (if so desired by them) and who shall act as Presiding Arbitrator. In case of failure of the two appointed Arbitrators to reach upon consensus within a period of 30 days from their appointment, then, upon the request of either or both parties, the Presiding Arbitrator shall be appointed by the Managing Director / DMRC, New Delhi.

d) If one or more of the Arbitrators appointed as above refuses to act as Arbitrator, withdraws from his office as Arbitrator, or vacates his/their office/offices or is/are unable or unwilling to perform his functions as Arbitrator for any reason whatsoever or dies or in the opinion of the MD/DMRC fails to act without undue delay, the MD/DMRC shall appoint new Arbitrator /Arbitrators to act in his/their place except in case of new Presiding Arbitrator who shall be chosen following the same procedure as mentioned in para (ii)(c) above. Such re-constituted Tribunal may, at its discretion, proceed with the reference from the stage at which it was left by the previous Arbitrator(s).

e) The DMRC at the time of offering the panel of Arbitrator(s) to be appointed as Arbitrator shall also supply the information with regard to the qualifications of the said Arbitrators nominated in the panel along with their professional experience, phone nos. and addresses to the licensee.

10.2.3 Qualification and Experience of Arbitrators (to be appointed as per sub-clause 8.2.2 above): The Arbitrators to be appointed shall have minimum qualification and experience as under:

Arbitrator shall be a Working / Retired Officer (not below E-8 grade in a PSU with which DMRC has no business relationship) of any discipline of Engineering or Accounts / Finance department, having experience in Contract Management of Construction Contracts; or

a Retired Officer (retired not below the SAG level in Railways) of any Engineering Services of Indian Railways or Indian Railway Accounts Service, having experience in Contract Management of Construction Contracts; or a Retired Officer who should have retired more than 3 years previously from the date of appointment as Arbitrator (retired not below E-8 grade in DMRC or a PSU with which DMRC has a business relationship) of any Engineering discipline or Accounts / Finance department, having experience in Contract Management of Construction Contracts or retired judge of any High Court or

Supreme Court of India or reputed Chartered Accountant & should be member of ICAI, New Delhi. No person other than the persons appointed as per above procedure and having above qualification and experience shall act as Arbitrator.

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 GM/PB for the purpose of obtaining his decision. No decision given by the GM/PB in accordance with the foregoing provisions shall disqualify him from being called as a witness and giving evidence before the arbitrator(s) on any matter, whatsoever, relevant to dispute or difference referred to arbitrator/s. Neither party shall be limited in the proceedings before such arbitrators to the evidence nor did arguments previously put before during settlement through Conciliation proceedings.

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 track procedure specified in sub-section (3) of 29B of the Arbitration and Conciliation (Amendment) Act , 2015 or as amended up to date.

10.2.7 If the licensee (s) does/do not prefer his/their specific and final claims in writing, within a period of 28 days of receiving the intimation from the DMRC about the final settlement of the contract on termination/surrender/completion of contract, he/they will be deemed to have waived his/their claim(s) and the DMRC shall be discharged and released of all liabilities under the contract in respect of these claims.

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 Arbitration proceedings in a period of 180 days / 365 days will be made available to Arbitral tribunal for their guidance. Both the Parties should endeavor to adhere to time schedule for early finalization of Award.

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 Employer or by the Court of law unless specifically directed by Hon'ble Court otherwise on the matter, and shall be shared equally by the DMRC and the licensee. However, the expenses incurred by each party in connection with the preparation, presentation will be borne by itself.

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 lessee shall continue to perform and make due payments due to DMRC as per Lease Agreement.

Encl: Schedule D

SCHEDULE D

Fee of the External Arbitrators Dealing with Arbitration Cases

<table>
<tr><th>Sr. No.</th><th>Description</th><th colspan="2">Maximum amount payable per External Arbitrator, per case</th></tr>
<tr><td rowspan="10">1.</td><td rowspan="10">Arbitration Fee</td><td colspan="2">Refer section 11(14)- The fourth schedule of "The Arbitration and Conciliation (Amendment) Act, 2015"</td></tr>
<tr><td>Sum in Dispute*</td><td>Model Fee</td></tr>
<tr><td>Up to Rs. 5.00 lakh</td><td>Rs. 45,000</td></tr>
<tr><td>Above 5.00 lakh and up to Rs. 20.00 lakh</td><td>Rs. 45,000 plus 3.5% of the claim amount over and above Rs. 5.00 lakh</td></tr>
<tr><td>Above Rs. 20.00 lakh and up to Rs. 1.00 crore</td><td>Rs. 97,500 plus 3% of the claim amount over and above Rs. 20.00 lakh</td></tr>
<tr><td>Above Rs. 1.00 crore and up to Rs. 10.00 crore</td><td>Rs. 3,37,500 plus 1% of the claim amount over and above Rs. 1.00 crore</td></tr>
<tr><td>Above Rs. 10.00 crore and up to Rs. 20.00 crore</td><td>Rs. 12,37,500 plus 0.75% of the claim amount over and above Rs. 10.00 crore</td></tr>
<tr><td>Above 20.00 crore</td><td>Rs. 19,87,500 plus 0.5% of the claim amount over and above Rs. 20.00 crore with a ceiling of Rs. 30.00 lakh.
* Ceiling limit of Rs. 30.00 lakh is inclusive of Rs. 19,87,500/-</td></tr>
<tr><td colspan="2">* Sum in dispute mentioned above shall include any counter claim made by a party also.</td></tr>
<tr><td colspan="2">Note
1. In the event, the arbitral tribunal is a sole arbitrator; he/she shall be entitled to an additional amount of twenty five percent on the fee payable as above.
2. The fee shall be conveyed to Arbitrator(s) at the time of issuing the appointment letter.</td></tr>
<tr><td>2.</td><td>Secretarial Assistance & incidental charges (telephone, fax, postage, etc.</td><td colspan="2">Rs. 20,000/- per case, payable to sole arbitrator or presiding arbitrator only on behalf of Arbitral Tribunal, in case where Secretariat Assistant / Personal Assistant is arrange by sole Arbitrator/Arbitral Tribunal at their own
Or
INR 10,000/- per case, payable to sole Arbitrator or presiding Arbitrator only on behalf of Arbitral Tribunal, in cases where Secretariat Assistant/Personal Assistant is provided by DMRC on the request of sole Arbitrator / Arbitral Tribunal. In such cases, Secretariat Assistant/Personal Assistant shall be paid @ INR 1000/- per hearing/meeting held in DMRC premises based on certification by sole Arbitrator or presiding Arbitrator of Arbitral Tribunal.</td></tr>
<tr><td>3.</td><td colspan="3">Other Expenses (actual against bills subjected to the prescribed ceiling) applicable for the days of hearing only</td></tr>
<tr><td></td><td>i) Travelling Expenses</td><td colspan="2">Economy Class (by Air), First Class AC (by train) and AC car (by road)</td></tr>
</table>

	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
6.	Local Travel Charges	Rs. 2,000/- per day of hearing / meeting
7.	Providing facilities of hearing rooms, for arbitration hearings & secretarial assistance, etc.	Meeting Room shall be provided by DMRC, otherwise 5,000/- per day of hearing / meeting of Arbitration.

SCHEDULE D (Part C)

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

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

<table>
<tr><th>S. No.</th><th>Amount in Dispute (in INR)</th><th>Ceiling Limit (In INR)</th></tr>
<tr><td>1.</td><td>Up to 1 Crore</td><td>Rs. 25,000/-</td></tr>
<tr><td>2.</td><td>1 to 10 crore</td><td>Rs. 50,000/-</td></tr>
<tr><td>3.</td><td>Above 10 crore</td><td>Rs. 75,000/-</td></tr>
</table>
Note:
The above fee is for hearings and includes a maximum of 3 internal meetings held at DMRC office by the Conciliators for finalization of award without the presence of the parties involved.</td></tr>
<tr><td>2.</td><td>Reading Charges/Studying of Documents</td><td>Rs. 5,000/- per Conciliator per case including counter claim</td></tr>
<tr><td>3.</td><td>Secretarial Assistance & Incidental Charges (telephone, faix, postage, messenger, etc.)</td><td>Rs. 10,000/- per case</td></tr>
<tr><td>4.</td><td>Charges for publishing settlement agreement</td><td>Rs. 10,000/- per case</td></tr>
</table>

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

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, and other government regulatory bodies, etc. DMRC shall not be held liable for any change/modification in these laws which adversely affect this agreement. Licensee shall have no right/ claim in this regard, whatsoever the reason may be.

12.2 Licensee shall bear all salaries, wages, bonuses, payroll taxes or accruals including gratuity, superannuation, pension and provident fund contributions, contributions to worker's compensations funds and employees state insurance and other taxes and charges and all fringe and employee benefits including statutory contributions in respect of such personnel employed/deployed by the Licensee. These personnel shall at no point of time be construed to be employees of DMRC and the Licensee shall be solely responsible for compliance with all labour laws which shall include all liabilities of the Provident Fund Act, ESI Act, Workmen's compensation Act, Minimum Wages Act and other Labour Welfare Acts in respect of its personnel. The Licensee shall indemnify DMRC from any claims that may arise in connection with above.

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 stations. The personnel deployed shall be decent, courteous and without any adverse or criminal background. In this connection, Licensee shall be required to furnish declaration to DMRC with respect to all their personnel deployed. Further within 45 days of issue of LOA, Licensee shall submit police verification report in respect of all its personnel (to be deployed for the work of media installation) to DMRC. All the Licensee's personnel shall be required to possess ID card issued by DMRC while working in DMRC's premises as per prevailing procedure. Access inside the stations in paid areas shall be through smart cards as per prevailing applicable charges, in addition to the valid ID cards.

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,
3rd Floor, 'A' Wing, Metro Bhawan,
Fire Bridge Lane, Barakhamba Road,
New Delhi-110 001"

b) That any notice which may be required to be served upon the Licensee shall be served and given if delivery by Registered/ Speed Post/ Courier at the Address given on the First page of the License Agreement or delivered in person to the authorized representative of Licensee.

c) That any notice or correspondence under the terms of this License shall be in writing by registered post/ Speed Post/ Courier or delivered personally. All activities including day to day management, billing, cancellation/ termination/ surrender etc. shall be carried out from the office of the General Manager/Property Business or by their duly authorized representative.

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

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

……..-2022	……-2022
(…….)	(…….)
FOR AND ON BEHALF OF DELHI METRO RAIL CORPORATION LIMITED	Authorized Signatory FOR AND ON BEHALF OF LICENSEE

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

----------	----------
Licensee	DMRC

Annexure-I

Details of advertisement area inside Metro trains on Line-1

Line No.	Section
Line-1	Rithala to Shaheed Sthal (New Bus Adda) Metro station

There is only single type of train sets under operation on Line no. 1 of DMRC network i. e. Rotem (RS-1). Static advertisement area in those said trains are as under:

Sr. No.	Make of Train	Train set of 6 cars/Coaches	Train set of 8 cars/coaches
1	Rotem (RS-1)	7.88 sqm.	10.57 sqm.

Detail of trains and their configuration currently under operation in DMRC Network on Line No. 1 is given in the table below:

Details of Metro trains under operation in Line No. 1 of DMRC Network (as of 20-Jan-2023)			
Line	**Make of Train**	**No. of trains (Available)**	**No. of Cars (Available) 6/8 Cars/ Trains**
1 (Red Line)	Rotem (RS-1)	39	244

Note:

1) At present there are 244 Car/ Coaches under operation on Line no.-1.
2) Number of trains and their coaches, configuration, etc. will be increased/ modified in future in order to meet the commuter rush and demand.

Annexure-II

Factors Governing Selection of Permissible/ Negative Advertisements

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

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

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

c) The use of DMRC name, logo or title without prior written permission is strictly prohibited. No co-branding with the Licensor is allowed, without prior permission.

d) No Surrogate advertisements are permitted unless application for placement of the same is accompanied by "no objection certificate" from the Ministry of Information and Broadcasting.

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

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

g) Any type of audio advertisement including that from Digital Media if any, 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) All advertisement creative has to be approved by DMRC before display in metro premises.

k) Negative list of Advertisements:

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

i) Nudity

ii) Racial advertisements or advertisements propagating caste, community or ethnic differences.

iii) Advertisements of drugs, alcohol, cigarette, or tobacco items.

iv) Advertisement propagating exploitation of women or child.

v) Advertisements having sexual overtone.

vi) Advertisements depicting cruelty to animals.

vii) Advertisements depicting any nation or institution in poor light.

viii) Advertisements banned by the Advertising Council of India or by Law.

ix) Advertisements glorifying violence.

x) Advertisements of destructive devices and explosives depicting items, weapons and related items.

xi) Lottery tickets, sweepstakes entries and slot machines related advertisements.

xii) Advertisements which may be obscene or contain pornography or contain an "indecent representation of women".

xiii) Advertisements which may be defamatory, trade libelous, unlawfully threatening or unlawfully harassing.

Annexure-III

Format of Bank Guarantee

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

BANK GUARANTEE NO. _____ dated _____

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

In favour of

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

WHEREAS:-

1. DMRC, with a view to augment its earning through non-operating revenue, has licensed 'Exclusive Advertising Rights' of Metro trains on Line No.-1 (Red Line) of DMRC network to M/s_____(herein after called "Licensee").

2. DMRC has agreed to provide to the Licensee, advertising spaces on "as is where is basis" in accordance to LOA No. _____ dated _____.

3. Therein after referred to as exclusive advertising rights, on payment of License Fee to DMRC on the terms and conditions hereunder contained in this License Agreement.

4. This License is for a period of Nine (9) years from the date of Commencement of License period, unless otherwise terminated/surrendered earlier or extended further.

5. The offer submitted by M/s _____ having their registered office at _____ __ has been accepted by DMRC vide LOA No. _____dated _____.

6. As per the terms of the above mentioned LOA, the Licensee has been selected for 'Exclusive Advertising Rights' of Metro trains on Line No.-1 (Red Line) of DMRC networkfor the duration of the License.

7. The Licensee is also required to make payments of License Fees & other dues as per contractual obligations and applicable taxes to DMRC.

8. The Licensee is required to also bear and pay all expenses, costs and charges incurred in the fulfillment of all its obligations under the License Agreement.

9. The Licensee is required to furnish an unconditional irrevocable Bank Guarantee for an amount of Rs. _____ (Rupees _____ _____ _____ only) as a part of Interest Free Security Deposit which is equivalent to the six months' license fee for 'Exclusive Advertising Rights' of Metro trains on Line No.-1 (Red Line) of DMRC network, as security for the performance and fulfillment of all its responsibilities and obligations as per the LICENSE Agreement. The Licensee has requested the Guarantor to issue the said Bank Guarantee in favour of DMRC.

10. Now, therefore at the request of the Licensee, the Guarantor has agreed to execute this Guarantee in favour of DMRC for the due payment of Rs. _____(Rupees _____ _____ _____ only).

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

1. The Guarantor, as primary obligor shall, without demur, reservation, contest, recourse or protest and/or without reference to Licensee, pay to DMRC an amount not exceeding Rs. _____ (Rupees _____ _____ only), on the same working day of receipt of a written demand from DMRC, calling upon the Guarantor to pay the said amount.

For the purpose of this clause, any letter making demand on the Bank by DMRC dispatched by Registered Post with Ack. due or by any Electronic means addressed to the above mentioned address of the Bank shall be deemed to be the claim/demand in writing referred to above irrespective of the fact as to whether and when the said letter reached the Bank, as also any letter containing the said demand or claim is lodged with the Bank personally.

2. The Guarantor agrees that DMRC shall be the sole judge to decide as to whether the Licensee has defaulted in the performance of its obligations as per the License Agreement, and the decision of DMRC in this regard shall be final and binding on the Guarantor, notwithstanding any differences in this regard between DMRC and the Licensee or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority. The scheduled commercial Bank issuing the above Bank Guarantee confirms that it is on the SFMS (structured financial messaging system) platform, and it will invariably send a separate advise of the BG to the designated bank of DMRC, through SFMS.

3. Any such demand made on the Guarantor by DMRC shall be conclusive, absolute, final and binding on the Guarantor, and the amount due and payable by the Guarantor under this Guarantee will be honored by the Guarantor, simply on demand, without demur, reservation, contest, protest, recourse whatsoever and without need for ascribing any reason to the demand. The liability of the Guarantor under this guarantee is absolute and unequivocal. The above payment shall be made without any reference to the Licensee or any other person.

4. This Guarantee shall be irrevocable, valid and remain in full force until…… …….. (period of expiry) or till the end of Six (6) months 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 (6) months and shall renew it, if required, till the final settlement of all accounts failing which the Bank Guarantee of the Licensee shall be invoked and en-cashed by DMRC without any prior notice to the Licensee.

7. This Guarantee shall continue to be enforceable till all amounts under this Guarantee are paid. The said Guarantee shall be released by DMRC after the expiry of the License Period subject to fulfillment of all handover requirements by the Licensee, to the satisfaction of DMRC and further subject to adjustment for all damages suffered by DMRC.

8. This Guarantee is unconditional and irrevocable during the currency of BG till such time DMRC discharges this Guarantee by issuing a letter to the Guarantor in this behalf.

9. The Guarantor undertakes to pay the amount mentioned herein as Principal debtor and not a surety and it shall not be necessary for DMRC to proceed against the Licensee before proceeding against the Guarantor, notwithstanding the fact that DMRC may have obtained or obtains from the Licensee, any other security which at the time when proceedings are taken against the Guarantor hereunder, is outstanding and unrealized.

10. The obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the License Agreement or other documents or by extension of time of performance of any obligations granted to the Licensee or postponement/ non-exercise/delayed exercise of any of its rights by DMRC against the Licensee or any indulgence shown by DMRC to the Licensee, and, the Guarantor shall not be relieved from its obligations under this Bank Guarantee on account of any such variation, extension, postponement, non-

exercise, delayed exercise or omission on the part of DMRC or any indulgence by DMRC to the Licensee to give such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving the Guarantor.

11. The Guarantee shall not be affected by any change in the constitution or winding up of the Licensee/the Guarantor or any absorption, merger or amalgamation of the Licensee/the Guarantor with any other person.

12. The Bank agrees that DMRC at its option shall be entitled to enforce this guarantee during its currency against the Bank as a Principal Debtor in the first instance without proceeding against the Licensee and notwithstanding any security or other guarantee that DMRC may have in relation to Licensee's liabilities.

13. The guarantee hereinbefore contained shall not be affected by any change in the constitution of the Bank or of the Licensee.

14. The expressions "Bank" and "Licensee" hereinbefore used shall include their respective successors and assigns.

15. The Bank also agrees that this guarantee shall be governed and construed in accordance with Indian laws and subject to the exclusive jurisdiction of the courts at Delhi.

16. Partial and Multiple drawings/withdrawals are permitted under this bank Guarantee.

17. The Guarantor declares that it has power to issue this Guarantee and discharge the obligations contemplated herein and the undersigned is duly authorized to execute this Guarantee.

18. This guarantee shall come into effect forthwith and shall remain in force up to _____ or the extended period if any and shall not be revoked by the Guarantor at any time without DMRC's prior consent in writing.

19. Notwithstanding anything contained hereinabove:

a) Our liability under this Bank Guarantee shall not exceed and is restricted to Rs._____(Rupees _____ _____only).

b) This Guarantee shall remain in force up to _____.

c) Unless the demand/ claim under this Guarantee is served upon us in writing on or before _____ all the rights under this guarantee shall stand automatically forfeited and we shall be relieved and discharged from all liabilities mentioned hereinabove.

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

For and on behalf of the _____ Bank.

Signature of authorized Bank official

Name: _____

Designation: _____

I.D. No.: _____

Stamp/Seal of the Bank: _____

Signed, Sealed and Delivered

for and on behalf of the Bank

by the above named _____

In the presence of:

Witness–1

Signature _____

Name _____

Address _____

Witness–2

Signature _____

Name _____

Address _____

Annexure-IV

UNDERTAKING FOR PAYMENTS THROUGH RTGS/ NEFT/ ECS MODE

The license agreement between Mr./Mrs./Miss/M/s._____ (name of the licensee/ company/ party) and DMRC Ltd. executed on Dt._____. Lease out No. _____ and Customer ID_____ (as mentioned in invoice).

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

1. RTGS/NEFT/ECS mode of payments shall require prior approval of DMRC for which Licensee/ party/company must take consent from the Property Business cell of DMRC Ltd. in the standard format attached at Annexure–IV(A).

2. Once DMRC has given their approval, the party must intimate every time before submission of any payment through RTGS/ NEFT/ ECS at least Seven (7) days prior to due date for making payment in prescribed format attached at Annexure–IV(A). DMRC shall give their consent within two working days within the receipt of aforesaid intimation for submission of request as per Annexure–IV(B).

3. In case of any delay in receipt of aforesaid intimation mentioned at Pt. No. 2, DMRC reserve the right for refusal to accept payments through RTGS/ NEFT/ RTGS mode of payments.

4. In event of Licensee/ party/ company's non-compliances to the aforesaid requirements. DMRC shall take action as under:

a. In the absence of any details from Licensee/ party/ company for consideration of DMRC amount received from the party shall not be accounted for and party shall continue pay interest/ penalty on the outstanding as per the provision of contract.

b. In case of receipt of payment with incomplete details payment received shall be adjusted/allocated in the following order:

i) All the statutory dues/ Taxes shall be adjusted first.

ii) All payments made by DMRC on behalf of Licensee/ party/ company such as water/ electricity/ maintenance charges/ annual maintenance charges etc. shall be adjusted after the adjustment statutory dues/ Taxes as mentioned in Pt. No. 4.b.i above.

iii) All previous outstanding dues existing on date of receipt of payment including interest/ penalty imposed.

iv) Sum remaining after adjustments as per items No. (i) to (iii) above shall be adjusted against lease rent/ space rent/ license fee as per the terms of contract.

v) In case amount received is even shorter than statutory dues, the Licensee shall be liable to pay all the penalties as declared/ decided by the statutory bodies or as applicable under the provisions of law. In addition to this, Licensee/ party/ company shall also attract penalties as per the provisions of license agreements.

Repeated violations of aforesaid instructions shall be treated as non-performance/ breach of agreement and under the provisions of license agreement may attract maximum penalty of termination of license agreement.

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

Date: _____/_____/_____

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

Preferable mode of payment will be RTGS/NEFT/ECS and the same shall be intimated by the licensee to DMRC. Banker details viz. Account number, IFSC Code and other required details will be provided by DMRC to the licensee before any such payments.
Moreover, the bidders are advised to make the payments preferably through the payment Portal available on DMRC's official website i.e. **https://services.billdesk.com/MercOnline/web/delhi-metro/pay**

Annexure-IV(A)

INTIMATION FOR DEPOSITION OF PAYMENTS VIA RTGS/NEFT/ ECS

1. Name and address of Client/Licensee_____
2. Customer ID _____
3. Lease out No _____
4. Invoice No. and Date _____
5. Period of Invoice _____
6. Head/ Item wise details of payment to be submitted as described in the invoice

Item No.	Description/ Head details	Period	Amount
Gross amount to be deposit			
Less statutory deductions such as TDS, VET, S. Tax etc.			
Net amount to be deposit			

7. TDS registration No. of Client/Licensee_____
8. S. Tax registration No. of Client/Licensee_____
9. D.VAT registration No. of Client/Licensee_____

Note:

DMRC's authorized bank name and account No. to which payments to be made Union Bank of India, F-14/15, Connaught Place, New Delhi, IFSC code – UBIN0530786, MICR code – 110026006 A/c No. – 307801110050003

Name and designation of authorized representative of Licensee/ Company

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

To be filled by DMRC Officials

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

1._____
2._____
3._____

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

Dated: ____/____/_____ Signature of MGR/AM-Property Business

Annexure-IV(B)

APPROVAL FOR SUBMISSION OF PAYMENTS VIA RTGS/NEFT/ ECS

To,

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

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

Ref: i) The license agreement between Mr./Mrs./Miss/M/s. _____ (name of the Licensee/company/party) and DMRC Ltd. executed on Dt.____

ii) Lease out No. and Customer ID_____ (as mentioned in invoice).

Sir,

1. With reference to above mentioned subject matter, it is requested that kindly allow us to avail the RTGS/NEFT/ECS mode of payment for deposition of payments against aforementioned license agreement.

2. That, I/we_____ (Name of Licensee/ authorized representative of company/ party/ Licensee) have understood the terms and conditions related to deposition of payments via RTGS/ NEFT/ ECS mode.

3. That, I/we also voluntarily agree to submit the format for intimation for deposition of payments via RTGS/NEFT/ECS in PB contracts seven (7) days before due date as mentioned in invoice or last date for submission of payments as per the terms and conditions of license agreement every time for approval of DMRC Ltd for making payments via RTGS/NEFT/ECS mode.

4. After making payments, I/we shall also undertake to submit the details with payment confirmation before due date.

5. I/we also understand that in case of non-compliances, it shall be considered as breach of agreement and action shall be taken as per the terms and conditions of license agreement.

Thanking you

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

To be filled by DMRC Officials

On the request for the _____(name of Licensee/ party/ company), they are allowed to deposit the payment via RTGS/NEFT/IMPS in favour of "Delhi Metro Rail Corporation Ltd" and payable to /for credit of A/C of DMRC Ltd. with Union Bank of India, F-14/15, Connaught Place, New Delhi, IFSC code – UBIN0530786, MICR code – 110026006 A/c No. – 307801110050003subject to submission of format for intimation for deposition of payment via RTGS/NEFT/ECS in PB contracts every time seven (7) before due date for approval of DMRC Ltd and submission of confirmation of deposition of payments before the due date.

Dated: ____/____/_____ Signature of MGR/AM-Property Business

Annexure-V

HANDING OVER/TAKING OVER NOTE OF TRAINS FROM DEPOTS

Details of train set No. to be handed over/ taken over:

Sr. No.	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.

Annexure-VI

LIST OF ABBREVIATIONS USED IN THE TENDER DOCUMENT

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