DELHI METRO RAIL CORPORATION LIMITED

[A Joint Venture of Government of India and Government of NCT Delhi]

Tender Document for licensing of all Advertisement Rights of Phase-IV of DMRC Network

Tender No. DMRC/PB-41

September-2025

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

Cost of Tender Document: ₹29,500/- (Rupees Twenty Nine Thousand Five Hundred only) inclusive of 18 % GST, which is non-refundable.

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1. NOTICE INVITING BID

1.1. Delhi Metro Rail Corporation Ltd. invites open Request for Proposal [RFP] [E-Tender] from reputed advertising agencies who may be a sole proprietary firm, a partnership firm,a limited liability Partnership 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 for licensing of'Exclusive Advertising Rights of DMRC Network,as detailed in Form-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 controlling one Bidder is also a constituent controlling the another bidder. Controlling would mean if any person is having equal to or more than 26 % shareholding interest in the Bidder or by any agreement can control the functioning of the said Bidder"

1.3. DMRC shall receive Bids pursuant to this RFP Document, in accordance with the terms & conditions set forth herein and as modified, altered, amended and clarified from time to time by DMRC. Bidders shall submit bids in accordance with such terms & conditions on or before the last date specified in this document for this purpose. The Bidders are advised to visit the site/stations and familiarise themselves with the proposed arrangements and all activities, necessary in this regard. All site/stations/trains are being tendered on "as is where is basis" and the Bidders should acquaint themselves of all the commercials and physical characteristics of the site/stations, as it would be deemed that the Bidders have satisfied themselves in respect of the same."

1.4. Salient features of bidding Process: DMRC has adopted a single stage two packet Bidding Process to select eligible highest Bidder to grant License as per Scope of License as per Annexure-1.

(a) Bidders have to bid for the full/entire offered advertisement spaces as per Terms and Conditions of the RFP for the Licensed Spaces as per Annexure-1.

(b) Schedule of Bidding Process:

1	Cost of Tender Document (Non-Refundable)	Rs. 29,500/- (Rs.25,000/- + 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 Beneficiary Name- DMRC Ltd. Beneficiary Bank & Address - Union Bank of India, F-14/15, Connaught Place, New Delhi, A/c No. – 307801110050003. Bank IFSC code – UBIN0530786, MICR code – 110026006

2.	Bid Security/EMD	Rs. 2,02,50000/- (Two Crore Two Lacs Fifty Thousand Only) The Cost of Request for Proposal 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 Beneficiary Name- DMRC Ltd. Beneficiary Bank & Address - Union Bank of India, F-14/15, Connaught Place, New Delhi, Current A/c No. – 307801110050003 Bank IFSC code – UBIN0530786, MICR code – 110026006
3.	Sale of Request for Proposal at e-tendering website: https://eprocure.gov.in/eprocure/app only.	From 17/09/2025 to 21/10/2025
	Last date of Seeking Clarification	Latest by 1700 hrs on 24.09.2025 (Bidders are requested to send Pre-bid clarifications on the registered official email of DMRC ie. pbtenders@dmrc.org
4.	Pre-Bid Conference	25.09.2025 @1100 hrs The pre-bid meeting shall be conducted through video conferencing using software apps such as Cisco WebEx, Microsoft Teams, etc. All Prospective Tenderers shall provide the details of the person(s) (maximum up to Two) who will be participating in such virtual meeting at least 24 hours before the meeting **(latest by 11:00 Hrs on 24.09.2025)** to the registered official email of DMRC i.e.pbtenders@dmrc.org, so that links having details such as software apps, meeting ID, password, etc. can be e-mailed to such persons at least 12 hours before the scheduled pre-bid meeting.
5.	Last Date of issuing addendum/Corrigendum (if any)	07/10/2025 up to 1700 hrs
6.	Start Date & Time of Submission (e-tender) of Bid (online only)	13/10/2025 from 1500hrs
7.	Last Date & Time of Submission (e-tender) of Bid (online only)	21/10/2025 upto 1500hrs
8	Date & Time of Opening of Technical Bids online	22/10/2025 at 1500hrs
9.	Validity of Bid	Up to 180 days from the last date of submission of bid.

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

Stage of Activity	Time Period
Payment of Interest Free Security Deposit to DMRC by Successful Bidder.	Within 30 days of date of issue of Letter of Acceptance
Signing of License Agreement	Within 30 days of receipt of payments as per Letter of Acceptance.

Stage of Activity	Time Period
Physical or Actual Handing Over of Licensed space	1. If the licensee makes LOA payments in first 30 days of issue of LOA, the licensed space must be taken over by licensee after execution of License Agreement and within 67 days of issue of LOA. 2. If the licensee makes LOA payment beyond 30 days and in 60 days of issue of LOA, i.e. with applicable interest (rate of interest), the licensed space must be taken over by licensee after execution of license agreement and within 97 days of issue of LOA.
Deemed Handing Over of Licensed Space	3. If Licensee fails to Take over of Licensed Space as per Para 1 (of Physical or Actual Handing over of Licensed space) above, the licensed space shall be Deemed Handed Over by DMRC on 68th day of issue of LOA. 4. If Licensee fails to take over of Licensed Space as per Para 2 (of Physical or Actual Handing Over of Licensed space) above, or any extension of time for LOA payments has been granted by DMRC, the licensed space shall be Deemed Handed Over by DMRC on 98th day of issue of LOA.
Commencement of License Fee i.e. Minimum Guarantee/Revenue Share which ever is higher	Immediately after handing over/deemed handing over of licensed space. For the first License Year, the License Fee shall be payable on a hybrid basis at fifty percent (50%) of the applicable License Fee, i.e., the higher of (a) fifty percent (50%) of the Quoted Minimum Guarantee (MG), or (b) fifty percent (50%) of the Gross Revenue earned from advertisements. This concession of fifty percent (50%) is allowed **solely to accommodate the time required for carrying out fitments** in the licensed space. Since the Revenue Share for the first year can be determined only at the end of the year, the Licensee shall pay the License Fee **quarterly in advance** based on fifty percent (50%) of the Quoted MG. At the end of the first year, the License Fee shall be reconciled on hybrid basis, and if fifty percent (50%) of the Gross Revenue exceeds fifty percent (50%) of the Quoted MG already paid, the Licensee shall pay the differential amount within thirty (30) days of intimation by DMRC. For each handover of section, the MG shall be increased in proportion of Kms & subsequent concession of fifty percent (50%) of MG for 1st year for particular section will be applicable.

(d) The Cost of Tender Document along with Bid Security/EMD have to be submitted online through RTGS/NEFT/IMPS for credit of the account, by specified date and time i.e. before the last date & time of uploading of bid as per Clause 1.4(b) (8) above, failing which the offer/bid of such bidder shall be declared as ineligible and the said bid submitted 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 cost along with Bid Security/EMD clearly indicating the UTR No. & tender Ref. No. The detail of Tender cost along with Bid 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.

(e) 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.

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

(g) 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.

(h) 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.

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

1.5. The Bidders are advised to keep in touch with e-tendering portal https://eprocure.gov.in/eprocure/appand Delhi metro website at www.delhimetrorail.com for updates.

1.6. The licensee has to comply with rules and regulations of safety and health management policy of DMRC enclosed and the same shall be read be in conjunction with Request for Proposal Document (uploaded separately).

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

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

2.) Chief Vigilance Officer
DMRC, 1st Floor, A Wing,
Metro Bhawan, Fire Brigade Lane,
Barakhamba Road, New Delhi -110001

Email Id: cvodmrc@gmail.com
Phone No: 011-23418406
Website: http://www.delhimetrorail.com/vigilance.aspx

General Manager /Property Business
Delhi Metro Rail Corporation Limited

2. DISCLAIMER

2.1. This Request for Proposal is an invitation by DMRC to the interested Bidders for participation in the e-tendering process for selection of Licensee. This Request for Proposal is provided with information that may be useful to bidders in making their financial offers (Bids) pursuant to this Request for Proposal. This Request for Proposal 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 Request for Proposal and obtain independent advice from appropriate sources.

2.2. Information provided in this Request for Proposal 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 Request for Proposal 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 Request for Proposal Document or otherwise arising in any way for participation in this Bid Stage.

2.4. The issuance of this Request for Proposal 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 Request for Proposal Document shall be considered only if it is submitted in writing.

3. ELIGIBILITY CRITERIA FOR BIDDERS

3.1. Financial Eligibility Criteria: 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 Rs. 52 crores in last 3 (three) audited financial statements/years i.e. 2022-23, 2023-24 and 2024-25 duly certified by statutory auditor under his signature along with stamp (i.e. gross aggregate turnover of Rs. 156 crores in the last three financial years stated above).

3.1.1. The bidders shall upload the audited financial statements including profit and loss account for the above mentioned last three financial years, as applicable and stated above. In case of JV/Consortium, the audited reports of each relevant member of Consortium for the last 3 financial years shall be submitted.

3.1.2. In case the audited balance sheet of the latest financial year [FY 2024-25] is not yet available, then the bidder(s) must provide financial statements/reports for previous three financial years [FY 2021-22, FY 2022-23, & FY 2023-24] to latest financial year. Along with these documents, bidders are required to submit:

(i)Affidavit: a sworn statement affirming the unavailability of the latest audited balance sheet.
(ii)Certificate from Statutory Auditor: This certificate should:

- Confirm that the balance sheet for the latest financial year (FY 2024-25) has not been audited.
- Certify and enumerate the broad financial parameters of the said financial year, subject to the eventual audit of the balance sheet.

Bidder should ensure that all documentation is complete and accurately reflects their financial status in compliance with these requirements.

3.1.3. 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.

3.1.3.1. 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 twelve (12) months of licensee fee in the form of Bank Guarantee/Demand Draft/RTGS. This will be in addition to the regular Interest Free Security Deposit required as per contract conditions.

3.1.3.2. 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 (FORM 12 attached).

3.1.3.3. 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 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.

3.1.4. In case of mismatch in financial data in the submitted documents i.e. in the Statutory Auditor certified documents and data in Audited Balance Sheet, the data from audited balance sheets shall prevail.

3.2. If a Bid is submitted by a JV/Consortium, following shall be abided by all its members:

3.2.1. For the purpose of evaluation of Consortium, each member’s contribution towards the turnover shall be considered in the same ratio of their equity participation in the Consortium.

3.2.2. 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.

3.2.3. 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.

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

3.2.5. 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.

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

3.2.7. 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 of JV.

3.2.8. 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.

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

3.3.1. A Certificate(s) from their statutory auditors along with their Bid providing the information sought as per format given in FORM-9.

3.3.2. Audited financial statements including Gross Annual Turnover, Balance Sheet, Profit Loss Account, etc. for immediate preceding 3 (three) completed financial years [i.e. 2022-23, 2023-24 and 2024-25]. If audited financial statement for the last completed year i.e. 2024-25 is not available, the Bidder shall furnish an affidavit along with a certificate from the statutory auditor in this regard certifying that the balance sheet for the year 2024-25 has not been audited so far. In such case, the financial statements may be submitted for the year 2021-22 along with those of the year 2022-23, and 2023-24. In case Audited Balance Sheets/ financials of last 3 preceding years other than the Latest /Last financial year (2024-25) are not submitted, the BID shall be considered as non-responsive and shall not be evaluated.

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

3.4. **Not Being Banned/Debarred from Business**: A stamped undertaking that “DMRC/ any other Metro Organisation or Railway Company/Administration (100% owned by govt. of India or by Govt of India along with any other State Government)/ 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 on the date of tender submission. The bidder should submit undertaking to this effect in FORM-10 of the Request for Proposal Document.

3.4.1. 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 3.8 above executed in either individually or in a JV/Consortium, should have been rescinded/terminated by DMRC after award during last 03 years (from the last day of the previous month of tender submission) due to non-performance of the Bidder or any of JV/Consortium Member. The bidder should submit undertaking to this effect in FORM-10 of the Request for Proposal Document.

3.4.2. In case, at a subsequent date, the Successful Bidder/Licensee is found to have been banned for business as given above or there is violation of the undertaking as mentioned to in the Clause 3.4 and 3.4.1 above, DMRC shall be at liberty to and have full rights to cancel the allotment of license under this tender 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.

3.5. 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:

3.5.1. has any dues pending for more than 90 days.

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

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

3.5.4. has an un-resolved 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.

3.5.5. 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.

3.5.6. 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.

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

3.6. **Technical Eligibility**: The Bidder should be a registered advertiser with MCD, the certificate regarding which has to be submitted with the bid. The bid without the registration certificate shall not be considered and is likely to be rejected on this ground itself, as registration with the concerned MCD is a mandatory clause of OAP-2017.

3.6.1. Structural safety shall be the sole responsibility of the Successful Bidder and DMRC shall not be a party to it at any stage. The Successful Bidder shall be required to submit a structural audit report of their advertising devices as per respective scheduled by the 3rd Party competent Authority.

3.7. The tenderer shall be required to submit with his tender the copies of registration with appropriate authorities i.e. EPF, ESI, Income Tax (PAN Card), Service Tax, and copy of GST registration in the state of on the basis of place of supply (i.e. Delhi etc) or shall submit an undertaking that he will get registered with appropriate GST authorities in the state of Delhi in case of award of LOA to them as per relevant act. In case of non-compliance of aforesaid requirements, the award is liable to be summarily rejected.

4. SUBMISSION OF BIDS BY BIDDERS

4.1. For participation in e-tendering process, the Bidder(s) has to be registered on e-tendering portal https://eprocure.gov.in/eprocure/appupon 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 authorised signatory of intending Bidder, as per Power of Attorney (POA), must have valid Class-II or Class-III digital signature. The Request for Proposal Document can only be downloaded or uploaded using Class-II or Class-III digital signature of the authorised signatory. If needed prospective bidder can be imparted training on ‘online tendering processes’.

4.2. The Bid should be furnished in the format at FORM 2 to 13, clearly providing the details for fulfilling Eligibility Criteria. The Request for Proposal Documents shall be signed by the Bidder’s Authorised Signatory.

4.3. **Cost of Tender Document**: Bidders are required to submit non-refundable Cost of Request for Proposal Document (as specified in Notice Inviting Tender) online along with their Bid. The Cost of Request for Proposal Document along with Bid Security/EMD 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 Request for Proposal Document cost along with Bid Security/EMD shall be submitted online at the time of bid submission. The Bids of the Bidders who fail to submit the Cost of Request for Proposal Document along with Bid Security/EMD on or before the specified date and time shall be summarily rejected.

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

4.4.1. 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.

4.4.2. The payment receipt of Request for Proposal Document cost and Bid Security/EMD shall be submitted online at the time of tender submission.

4.4.3. The Bid Security of unsuccessful Bidder(s) shall be refunded after award of License without considering any interest thereon. A Bidder is required to submit details as per FORM-12 (A) of RFP for refund of Tender Security, as the same has been submitted in the form of RTGS/NEFT/IMPS.

4.4.4. The Bid Security of the Selected Bidder shall be adjusted against the Interest Free Security Deposit/Performance Security.

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

4.5. **Single Stage Two Packet System**: 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 Request for Proposal Document. The Financial Bid shall include the Financial Offer of the Bidder in the manner prescribed in this document. Both the Technical Bid and Financial Bid shall be submitted by the Bidder on the same date and time as mentioned in the Request for Proposal 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.

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

4.6.1. Tender Document Cost deposit slip.

4.6.2. Tender Security Deposition Slip.

4.6.3. FORM-2 (On Official letter head of the Bidder)

4.6.4. FORM-3 (Financial Bid)

4.6.5. FORM-4 (General Information of the bidder)

4.6.6. FORM-5 (Format for Power of Attorney for Signing of Application)

4.6.7. FORM-6 (Consortium Agreement/ Memorandum of Understanding)

4.6.8. FORM-7 (Affidavit to be submitted by all the bidders)

4.6.9. FORM-8 (Undertaking of Responsibility)

4.6.10. FORM-9 (Certificate of Statutory Auditors)

4.6.11. FORM-10 (Undertaking for downloaded Request for Proposal Document)

4.6.12. FORM-11 (Undertaking of not being banned / debarred from business)

4.6.13. FORM-11 A (Undertaking as per Clause 3.11 (a) of Eligibility Criteria of RFP)

4.6.14. FORM-11 B (Undertaking as per Clause 3.11 (a) of Eligibility Criteria of RFP)

4.6.15. FORM-12 (Declaration / Undertaking for resorting to & submitting financials for evaluation of eligibility)

4.6.16. FORM-12A (Details of Bank Account for Refund of tender security/EMD)

4.6.17. FORM-12B {Undertaking for Responsibility (For Bidders)}

4.6.18. FORM-13 Draft License Agreement

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

4.6.20. In case of JV/Consortium, FORM-6 and 8 – Consortium Agreement & Undertaking of responsibility

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

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

4.6.23. Copy of the complete Request for Proposal Document including Draft License Agreement (FORM-13) and Addendum/Corrigendum (if any) and replies to pre bid queries 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.

4.6.24. In addition, a declaration by the bidders, as per FORM -10, must be submitted stating that the Request for Proposal Document has been downloaded from official website of e-tendering portal https://eprocure.gov.in/eprocure/appandno changes, what so ever, have been made by the bidder. Bids received without the declaration are also liable to be rejected at any stage.

4.6.25. 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.

4.6.26. Bidder shall mandatorily provide certificate of registration from MCD.

4.7. **Bid Variable and Financial Bid**: The Bidder shall quote the Bid Variable as the rate of *Minimum Guarantee (MG) per year* in the Financial Bid Form (BOQ), in both words and figures. In case of any discrepancy between the figures and the words, the amount quoted in words shall prevail. The MG quoted by the Bidder shall be **over and above the declared Reserve MG** fixed by DMRC, which is **₹ 52 crore/year (after phase-IV is fully operational)**.

Any bid quoting an MG lower than the declared Reserve MG shall be treated as non-responsive and summarily rejected.

Proposed Revenue Model: Proposed revenue model is as follows:

(i) **Hybrid Model:** The revenue model shall be hybrid in nature, i.e., based on *Minimum Guarantee (MG) or Revenue Share, whichever is higher*. The Licensee shall pay to DMRC the higher of the MG or the Revenue Share.

(ii) **Minimum Guarantee (MG) [Bid Variable]:** The Bidder shall quote MG, which shall be over and above the Reserve MG declared by DMRC. MG shall be escalated by 5% every year w.e.f. 1st April. In the event of phased handover of sections, the MG shall be increased proportionately in relation to the additional kilometers of network handed over. MG shall be payable quarterly in advance.

(iii) **Revenue Share:** A pre-determined Revenue Share of fifty percent (50%) in favour of DMRC shall apply for the first three (03) years of the License Term, as specified in this RFP.

(iv) **Gross Revenue:** "Gross Revenue" shall mean the sum of all revenue generated from Phase-IV network by the licensee, without considering/deducting any kind of expense incurred or to be incurred by the licensee.

(v) **Revenue Share Escalation:** The Revenue Share shall remain fixed at fifty percent (50%) in favour of DMRC for the first three (03) financial years. Thereafter, DMRC's Revenue Share shall increase by 2.5% every block of three (03) financial years, as per the table below:

Year	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
DMRC Revenue Share(%)	50	50	50	52.5	52.5	52.5	55	55	55	57.5	57.5	57.5	60	60	60

(vi) **Reconciliation:** The License Fee shall be reconciled on a hybrid basis at the end of every Financial Year.

(vii) Per Km MG Adjustment: Based on the quoted MG per-kilometer, MG shall be calculated. With the Revenue Operation Date (ROD) of each new section, the MG shall be proportionately increased on a per-kilometer basis. Presently, total KMs of phase-IV is 112.427, for which subject tender is invited (Annexure-I of DLA).

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

4.9. 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.

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

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

4.11.1. made a complete and careful examination of the bidding documents;

4.11.2. received all relevant information from DMRC;

4.11.3. 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 Request for Proposal Document;

4.11.4. 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;

4.11.5. 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;

4.11.6. Acknowledged that they do not have a conflict of interest with bidding process; and

4.11.7. Agreed to be bound by the undertakings provided by them under and in terms hereof.

4.12. 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 Request for Proposal Document or the Bidding Process, including any error or mistake therein or in any information or data given by DMRC.

4.13. Verification and Disqualification: DMRC reserves the right to verify all statements, information and documents submitted by the Bidder in response to the Request for Proposal 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.

4.14. Amendment of Request for Proposal Document:

4.14.1. At any time prior to the Bid due date, DMRC may for any reason, modify the Request for Proposal Document by the issuance of Addendum/Corrigendum.

4.14.2. Any addendum/corrigendum issued hereunder shall be uploaded on https://eprocure.gov.in/eprocure/app only.

4.14.3. 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.

4.14.4. The Bidders are requested to be in touch with website https://eprocure.gov.in/eprocure/appfor all updates of the Request for Proposal 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.

4.15. Preparation and Submission of Bids:

4.15.1. Format and Signing of Bid: The Bidder shall provide all the information sought under this Request for Proposal Document as per the format.

4.15.2. The Bid and its copy shall be typed or written in indelible ink and signed by the authorised 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) authorised to sign the Bid.

4.15.3. 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 Request for Proposal Document, Tender Security/EMD and other documents as required in the Request for Proposal Document.

4.15.4. 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.

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

4.15.6. The Bidders should carefully note the following instructions:

a. The Bidders should ensure that the complete Request for Proposal Document has been downloaded.

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

c. In case of any correction/addition/alteration/omission in the Request for Proposal 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.

4.16. Late Tenders: Tenders have to be uploaded on e-tendering portal https://eprocure.gov.in/eprocure/appbeforethe due date and time of tender submission. It shall be the responsibility of the bidder to ensure that their Bid security/EMD and cost of Request for Proposal Documents is submitted before the schedule date and time for submission of bid. Tenders document Cost &Bid 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 Bid security/EMD and tender cost delivered in other form to any other place/person in DMRC (like DAK section/Receipt Section, etc.) DMRC may, at its sole discretion, extend the deadline for submission of tenders by issuing an amendment. In such case, all rights and obligations of DMRC and the applicant previously subject to the original deadline will thereafter be subject to the deadline as extended. Notwithstanding anything contained in this Request for Proposal 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.

4.17. 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 Bidder may be blacklisted for participation in any future Tenders of DMRC. In such a case DMRC shall forfeit all payments made to DMRC.

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

4.19. 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.

5. INSTRUCTIONS FOR ONLINE BID SUBMISSION

5.1. General:The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. More information useful for submitting online bids on the CPP Portal may be obtained at: https://eprocure.gov.in/eprocure/app.

5.2. REGISTRATION:

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

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

5.2.3. 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.

5.2.4. 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.

5.2.5. 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.

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

5.3. SEARCHING FOR TENDER DOCUMENTS:

5.3.1. 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.

5.3.2. 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.

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

5.4. PREPARATION OF BIDS

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

5.4.2. 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.

5.4.3. 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.

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

5.5. SUBMISSION OF BIDS:

5.5.1. 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.

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

5.5.3. Bidder has to select the payment option as “online” to pay the tender fee/as applicable and enter details of the instrument.

5.5.4. 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.

5.5.5. 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.

5.5.6. 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.

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

5.5.8. 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.

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

5.6. ASSISTANCE TO BIDDERS

5.6.1. 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.

5.6.2. 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.

5.6.3. For any Technical queries related to Operation of the Central Public Procurement Portal Contact at: Mobile Numbers: 91 7878007972, 91 7878007973, 91 7574889871, 91 7574889874,91 8826246593 Tel: The 24 x 7 Toll Free Telephonic Help Desk Number 1800 30702232. Other Tel: 0120-4200462, 0120-4001002. E-Mail: cppp-nic@nic.in

6. Evaluation of Bids

6.1. Tender Opening: Bids shall be opened online by the Tender Opening Committee of DMRC on scheduled date and time of tender opening. The Bid Security/EMD will be checked. Technical bids of those Bidders who have not submitted Bid security/EMD and/or cost of Request for Proposal Document shall be summarily rejected. Tender which is accompanied by an unacceptable or fraudulent Bid security/EMD shall be considered as non – compliant and shall be rejected. The Technical Bids of all the Bidders shall be opened in the presence of Bidders or their representatives who choose to attend on date & time as mentioned in the Request for Proposal Document. If such nominated date for opening of Tender is subsequently declared as a Public Holiday by DMRC, the next official working day shall be deemed as the date of opening of

Technical Bids. The Tender of any Bidder who has not complied with one or more of the foregoing instructions may not be considered. The details will be read out for the information of representative of Bidders, present at the time of opening of Tender. On opening of the Tender, it will be checked if they contain Pre–Qualification, Technical & Financial Bids. Pre– Qualification & Technical bids of the Bidders not containing financial bids shall not be opened. DMRC shall prepare a record of opening of the Pre–Qualification, Technical & Financial Bids which shall include, the name of bidder and whether there is a withdrawal, substitution or modification; alternative proposals, and presence or absence of Bid security/EMD+ cost of Request for Proposal Documents. The FinancialBids 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:

6.3.1. DMRC shall open Financial Bids online of all Bidders who have passed the eligibility criteria and are found technically eligible & qualified and have submitted substantially responsive Technical Tenders on date and time informed/specified by DMRC.

6.3.2. Highest Rank Basis: On the basis of the Bid Variable, the Bidder shall be ranked in terms of quoted Rate of License Fee i.e. Minimum Guarantee. The Bid with the highest Rate of License Fee i.e. Minimum Guarantee, will be ranked as H-1 followed by the Bidswith lesser Rate of License Fee as H-2, H-3 etc. The Bid with the highest Rate of License Fee and ranked as H-1 will be recommended for award of License.

6.3.3. Award of License: The Bidder ranked H-1, i.e., quoting the highest rate of MG, shall be recommended for award of the License, subject to fulfillment of all other requirements of this RFP.

6.3.4. In case two or more bids are of the same rates 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. Selection of Bidder who qualifies the Eligibility & Financial Criteria:

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

6.4.2. 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.

6.4.3. 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 may, unless it consents to extension of time for submission thereof, cancel the LOA on the account of failure of the selected bidder to unconditionally accept the terms of LOA.

6.5. The selected Bidder is required to submit Interest Free Security Deposit/Performance Security as per GCL Clause 4.2 within 30 (Thirty) days from the date of issuance of Letter of Acceptance (excluding the date of issue of LOA). Any request of successful Bidder for seeking any clarification/approval/document from DMRC shall be considered only after submission of requisite Interest Free Security Deposit/Performance Security. In case the bidder fails to submit Interest Free Security Deposit/Performance Security within 30 days from date of issuance of LOA, an extended period of 30 days,i.e. up to 60 days from date of issue of LOA shall be granted for making the LOA payments,subject to payment of penal interest on the balance LOA amount remaining unpaid.The penal interest shall be payable to DMRC at the following rates:

Days from date of issue of LOA	**Rate of penal Interest**
Up to 30 days	NIL
31st to 60th day	@ 15% per annum on balance LOA amount remaining unpaid +GST

6.5.1. The aforementioned penal interest is exclusive of GST.It shall be charged for the entire delayed period, calculated from the date of issue of LOA, and on the balance LOA amount remaining unpaid as per the LOA

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

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

6.5.4. 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 all payments submitted by the successful bidder may be forfeited in favour of “Delhi Metro Rail Corporation Ltd”. No further request for extension in making payment of LOA amount may be considered. The bidder voluntarily and unequivocally agrees not to seek any claim, compensation, damages or any other consideration whatsoever on this account.

6.6. Selected Bidder shall sign the License Agreement within 30 days of receipt of payments interest free Security Deposit/Performance Security as per LOA. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the License Agreement.

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

6.8. Notwithstanding anything contained in this Request for Proposal 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.

7. Miscellaneous

7.1. The bidder has to comply with rules and regulations of Suspension/Banning Policy of DMRC enclosed as schedule-II, (attached separately)

7.2. 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.

7.3. During License period, all disputes between the successful bidder and DMRC shall be settled as per the Dispute Resolution procedure of DMRC.

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

7.4.1. 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;

7.4.2. consult with any Bidder in order to receive clarification or further information;

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

7.4.4. 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.

7.5. 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.

7.6. The Request for Proposal Document is to be taken as mutually explanatory and supplementary to the draft license agreement and, unless otherwise expressly provided elsewhere in this Request for Proposal Document, in the event of any conflict between them, the priority shall be in the following order:

7.6.1. License Agreement

7.6.2. Letter of Acceptance

7.6.3. Request for Proposal Document including RFP, DLA.

7.6.4. Reply to pre-bid Query & any Addendum or Corrigendum i.e. the License Agreement above shall prevail over LOA & Request for Proposal Document.

7.6.5. General Conditions of License

7.6.6. Special condition of License

Form-1

Table: A

PRIORITY CORRIDOR			
Name of Corridor	**Name of Station**	**Station Type**	**Total**
Aerocity- Tughlakabad (23.622 Kms) (19.343 UG + 4.279 Elev) Line No 10 Golden Line	Delhi Aerocity	Underground	15 (11 UG + 4 Elev)
	Mahipalpur	Underground	
	Vasant Kunj*	Underground	
	Kishangarh	Underground	
	Chhatarpur	Underground	
	Chhatarpur Mandir	Underground	
	IGNOU	Underground	
	Neb Sarai	Underground	
	Saket G Block	Elevated	
	Ambedkar Nagar	Elevated	
	Khanpur	Elevated	
	Sangam Vihar - Tigri	Elevated	
	Anandmayee Marg Jn	Underground	
	Tughlakabad Rly Colony	Underground	
	Tughlakabad Station	Underground	
Jankapuri West-Ramakrishna Ashram Marg (29.262 Kms) (9.417 UG + 19.845 Elev) (Line No. 8, Meganta Line)	Krishna Park Extn**	Underground	22 (7 UG + 15 Elev)
	Keshopur	Elevated	
	Paschim Vihar	Elevated	
	Peeragarhi	Elevated	
	Mangol Puri	Elevated	
	West Enclave	Elevated	
	Pushpanjali	Elevated	
	Deepali Chowk	Elevated	
	Pitampura	Elevated	
	Prashant Vihar	Elevated	
	North Pitampura#	Elevated	
	Haiderpur badli Mor	Elevated	
	Bhalaswa	Elevated	
	Majlis Park	Elevated	
	Azadpur	Elevated	
	Ashok Vihar	Elevated	
	Derawal nagar	Underground	
	Ghanta Ghar	Underground	
	Pulbangash	Underground	
	Sadar Bazar	Underground	
	Nabi Karim	Underground	
	Ramakrishna Ashram Marg	Underground	
Mukundpur (Majlis Park) - Maujpur (12.318 Kms Elevated) (Line No. 7, Pink Line)	Yamuna Vihar	Elevated	8 (8 Elev)
	Bhajanpura	Elevated	
	Khajuri Khas	Elevated	
	Sonia Vihar	Elevated	
	Soorghat	Elevated	
	jagatpur Village	Elevated	
	Jharoda Majra	Elevated	
	Burari	Elevated	

*Vasant Kunj: Exclusive advertisement rights/co-branding rights will not be provided. Only Outdoor advertisement rights be provided.

**Krishna Park Extn: No inside & outside advertisement rights be provide. Only co-branding rights be provided.

North Pitampura: Exclusive advertisement rights/co-branding rights will not be provided. Only Indoor & Outdoor advertisement rights be provided.

Table: B

REMAINING CORRIDOR			
Inderlok-Indraprastha (12.377 Kms) (11.349 UG + 1.028 Elev)	Inderlok	Elevated	10 (9 UG + 1 Elev)
	Daya Basti	Underground	
	Sarai Rohilla	Underground	
	Ajmal Khan Park	Underground	
	Nabi Karim	Underground	
	New Delhi	Underground	
	LNJP Hospital	Underground	
	Delhi gate	Underground	
	Delhi Sachivalaya	Underground	
	Indraprastha	Underground	
Lajpat nagar- Saket G Block (8.385 Kms) (8.385 Elev) (Line No. 11, Golden Line)	Lajpat Nagar	Elevated	8 (8 Elev)
	Andrews Ganj	Elevated	
	Greater Kailash-I	Elevated	
	Chirag Delhi	Elevated	
	Pushpa Bhawan	Elevated	
	Saket District Centre	Elevated	
	Pushp Vihar	Elevated	
	Saket G Block	Elevated	
Rithala to Kundli Nathpur (26.463 Km) (26.463 Ele) (Line-1 new line, Red Line)	Rithala	Elevated	21 stations (excluding Rithala) (all are elevated)
	Rohini Sector 25	Elevated	
	Rohini Sector 26	Elevated	
	Rohini Sector 31	Elevated	
	Rohini Sector 32	Elevated	
	Rohini Sector 36	Elevated	
	Barwala	Elevated	
	Rohini Sector 35	Elevated	
	Rohini Sector 34	Elevated	
	Bawana Industrial Area-1 Sector 3,4	Elevated	
	Bawana Industrial Area-1 Sector 1,2	Elevated	
	Bawana JJ Colony	Elevated	
	Sanoth	Elevated	
	New Sanoth	Elevated	
	Depot Station	Elevated	
	Bhorgarh Village	Elevated	
	Anaj Mandi Narela	Elevated	
	Narela DDA Sports Complex	Elevated	
	Narela	Elevated	
	Narela Sector-5	Elevated	
	Kundli	Elevated	
	Nathupur	Elevated	

Form-2

LETTER OF APPLICATION & INTEREST

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

To

Head of Department/Property Business,
3rd Floor, 'A'Wing, Metro Bhawan,
Fire Brigade Lane, Barakhambha Road,
New Delhi-110001
Sub: Tender for licensing of all advertisement rights of Phase-IV of DMRC network

Sir,

I/We hereby submit our application in response to the above tender and confirm the following:

1. That this tender is"for licensing of all advertisement rights of Phase-IV of DMRC network".

2. That I/We have read and understood the terms and conditions governing the tender "for licensing of all advertisement rights of Phase-IV of DMRC network" and hereby agree to abide the same.

3. That I/We agree to submit unconditional acceptance of the Letter of Acceptance (LOA) within seven (07) days from the date of its issuance.

4. That I/We shall deposit the first advance quarterly License Fee before the date of handover of the first lot of stations, in accordance with the LOA.

5. That I/We shall deposit the requisite Interest-Free Security Deposit / Performance Security with DMRC as per the terms of the LOA.

6. That the License Fee shall commence immediately from the date of handing over or deemed handing over of the first lot of stations, whichever is earlier. For the first License Year, the License Fee shall be restricted to fifty percent (50%) of the applicable amount under the hybrid model, in consideration of the time required for carrying out fit-outs. From the second License Year onwards, the License Fee shall be payable in full on hybrid basis.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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: __________________

Form-3

Financial Bid

Name of the Bid: **licensing of all advertisement rights of Phase-IV of DMRC network**.

Period of License: 15 (Fifteen) years.

The Financial Bid is need to be filled in the Bill of Quantity (BOQ) format available on: https://eprocure.gov.in/eprocure/app.

Form-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:

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

Signed
(Name of the Authorized Signatory)

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

Designation:

Place:

Date:

FORM-5

FORMAT FOR 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 &authorise 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 notarised with supported by copy of Board of Resolution passed for this purpose only in case of company.

FORM-6

CONSORTIUM AGREEMENT/MEMORANDUM OF AGREEMENT

(Duly Stamped)

This Consortium Agreement/Memorandum of Agreement is executed at New Delhi on this _____ day of _________, 2023.

BETWEEN

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

AND

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

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

AND

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

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

Whereas Delhi Metro Rail Corporation Limited (hereinafter referred to as 'DMRC') has invited Tenders to License out ___________________________ and whereas the parties hereto have discussed and agreed to form a Consortium for participating in the aforesaid application and have decided to deduce the agreed terms to writing.

NOW THIS CONSORTIUM AGREEMENT/MEMORANDUM OF AGREEMENT HEREBY WITNESSES:

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.

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.

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.

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

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

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

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

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.

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.

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.

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 . The lead member and Participant Member(s) hereby agree that they would be jointly and Severally liable to perform the obligation of the Consortium under the License Agreement towards DMRC.

Memorandum & Articles of Association of the proposed Special Purpose Company to be got incorporated by the Consortium Members to meet the requirements and stipulations of DMRC.

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

(___________________) Authorized Signatory (____________________)

For (Name of company)

(___________________) Authorized Signatory (____________________)

For (Name of company)

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

Execution of the Consortium Agreement, and

Appointing the authorized signatory for such purpose.

FORM-7

AFFIDAVIT

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

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

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

2. I say that I have submitted information with respect to our eligibility for Delhi Metro Rail Corporation's (hereinafter referred to as "DMRC") Request for Proposal Document for licensing ________________________ of DMRC Network and I further state that all the said information submitted by us is accurate, true and correct and is based on our records available with us.

3. I say that, we hereby also authorise 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 Request for Proposal 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

FORM-8

UNDERTAKING FOR RESPONSIBILITY

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

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

1. That, we Solely undertake that ___________________ (Name of the Company/ consortium member) shall conduct all transactions/ correspondences and any other activity in connection with License agreement pertaining to licensing ______________ of DMRC Network.

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

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

4. We also confirm that our consortium was made on Dt.____________, for seeking licensing ____ , 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)

____

____

____

____

____

____

Witness 1.

2.

FORM-9

CERTIFICATE OF STATUTORY AUDITOR

(On the Letterhead of the Statutory Auditor)

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

Year wise detail of Annual Gross Turnover is as under:

Name of Bidder or member of JV	Annual Gross Turnover		
	2022-23	2023-24	2024-25
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: (i) Turnover as brought out in the audited annual financial results is to be indicated in above table and certified by the statutory auditor/chartered accountant of the Bidders.

(ii) All the documents or certifications which are provided by CA after 01st-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.

FORM-10

UNDERTAKING FOR DOWNLOADED Request for Proposal Document

We here by confirm that, we have downloaded/read the complete set of Request for Proposal 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 Request for Proposal 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 Request for Proposal Document as well as the draft licensee agreement.

Company Name ______________________________

Name_______________________________________

Signature____________________ Date: ___________

Postal Address _______________________________

E-Mail ID ___________________________________

Phone ____________________ FAX ______________

Company Seal:

FORM-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 or Railway Company/Administration, 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:

In case of JV/Consortium, the undertaking shall be submitted by each member of the JV/Consortium.

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.

In all cases where the Bidding Entities fulfils the eligibility criteria by way of & on account of submission of the financials of its group holding company and/or other group subsidiary company controlled by the same holding as per Clause 3.1 to 3.9 of RFP, the above undertaking shall be executed by such holding as well as group subsidiary company.

FORM-11 (A)

(Undertaking as per Clause 3.11 (a) of Eligibility Criteria of RFP)

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

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

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

It is certified that no dues are pending on our account for more than 90 days from the last date of submission of the bid 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: (i)In case the bidder is not an existing lessee / licensee / concessionaire of DMRC, they may write "Not Applicable / Nil" in this FORM.

(ii)If dues are pending on bidder's account for more than 90 days from the last date of submission of the bid then the action shall be initiated as per clause no. 3.5 of RFP.

Stamp and Signature of Authorised signatory of Bidder

FORM-11 (B)

(Undertaking as per Clause 3.11 (a) of Eligibility Criteria of RFP)

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

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

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

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

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

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

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

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

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

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

*Strike over which is not applicable.

Stamp and Signature of Authorized signatory of Bidder

FORM-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 accompany incorporated in (name of country)__________on___(date)________________& have our Regd. Office at ___________(address)________________.
2. That M/s ____(foreign entity whose financials/turnover is resorted to)__________("X") is our wholly owned subsidiary company also incorporated in__________(name of country)___________on____________(date _______________. That the said M/s______________("X")_____________is engaged in & carrying on advertisement business.
3. That M/s _____________(bidder)_________________ ("Y")_________ is whollyowned/subsidiary/company incorporated inIndia 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)

FORM-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:-

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 FORM, which shall be of same firm and account through which EMD/Tender Security has been paid to DMRC.

EMD/Tender Security shall be paid in compliance with RFP Clause 3.10.

FORM-12B

On Rs.100/- stamp paper duly notarised

Undertaking for Responsibility (For Bidders)

______________________________________ 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 ___________ 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 _____________ 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 _______________ of DMRC Network

(Bidder to sign on undertaking)

DELHI METRO RAIL CORPORATION LIMITED

[A Joint Venture of Government of India and Government of NCT Delhi]

MASS RAPID TRANSIT SYSTEM

PROPERTY BUSINESS

GENERAL CONDITIONS OF LICENSE [GCL]

September, 2025

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

DRAFT LICENSE AGREEMENT

Agreement No. ______________________________ of the year 2025

THIS AGREEMENT entered into at Delhi on this the _____ day of ___________ 2025 between Delhi Metro Rail Corporation Ltd. (DMRC) incorporated under the Companies Act, 1956 (amended in 2013) having its registered office at Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi-110001, India, hereinafter referred to as **"DMRC"** (which expression shall unless repugnant to the context, mean and include it's successors and assigns) of the **First Party**

AND

M/s ________________________ a company incorporated under the provisions of the Companies Act 1956 (amended in 2013) having its registered office at _______________ _______________________, _________________________ hereinafter called **'Licensee'** through its duly Authorised Signatory Sh.________________, (which expression shall unless repugnant to the context or meaning thereof include the successors and assigns) of the **Second party.**

WHEREAS

a) DMRC with a view to augment its earnings through non-operating revenues by licensing of commercial advertisement spaces, had invited Request for Proposal (RFP) through open e-tender from the interested parties for granting of all advertisement rights of Phase-IV of DMRC Network , as per Annexure-1 of RFP through the open e-tender process. Based on fulfillment of eligibility criteriaas laid down in RFP document, the successful bidder/licensee____________________________ has been selected for assigning all advertisement rights of Phase-IV of DMRC Network as detailed in Annexure-I of this license Agreement with minimum chargeable area.

b) The selected bidder/licensee _____________________ shall perform the obligations and exercise the rights under the Letter of Acceptance (LOA), including the obligations to enter into the License Agreement, pursuant to issue & acceptance of the LOA for undertaking the above License.

c) DMRC has agreed to provide to the licensee advertising spaces, to be identified by the licensee and thereafter approved by DMRC, (and to be commissioned by the Licensee at their own cost) prior to their installation on "as is where is" basis, as detailed in Annexure-I of this agreement. Herein after referred to as Advertisement spaces, on payment of license fee to DMRC on the terms and conditions hereunder contained in this License Agreement.

d) The Licensee shall design, procure, manufacture, fabricate, install, commission, manage, operate, maintain, market and sell advertisement spaces/opportunities outside Selected Delhi Metro stations as specified in this Agreement at its own cost. Advertisement spaces on bare / prefabricated installed sites shall be identified by the licensee and got approved from DMRC before their commissioning.

e) All advertisement rights of Phase-IV of DMRC Network are being licensed.

f) After natural completion /premature termination by DMRC/ surrender of the contract, all advertisement panels/ infrastructure installed by the Licensee shall become the property of DMRC at Zero/Nil Value & DMRC shall have full rights to remarket/ retender the same without any right of claim by the Licensee.

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

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

1.1 This License Agreement

1.2 Letter of Acceptance No. ___________dated____________

1.3 Request for Proposal (RFP) including the Draft License Agreement, its Addendum & Corrigendum

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

B The Licensee hereby covenants as follows:-

1. Licensee hereby assumes responsibility for all advertisement rights of Phase-IV of DMRC Network as specified in Annexure-I. Licensee shall be responsible for designing, procurement, manufacture, fabrication, installation, commissioning, management, operation, maintenance, marketing and selling advertisement spaces/opportunities outside the selected metro stations as specified in this Agreement at its own cost. All the advertisement sites and formats proposed by the Licensee are subject to prior approval by DMRC with regard to operational feasibility, aesthetics, and safety and security concerns. Licensee shall prepare the advertisement plan for prior approval of DMRC. Licensee shall also, maintain all available advertising panels not used by the licensee and display DMRC ads / social messages as required by DMRC. No advertisement panel is to be left blank/unutilized/unattended **after the completion of fit-outs.** For the first License Year only, the Licensee shall be required to pay on a hybrid basis at fifty percent (50%) of the applicable License Fee, i.e., the higher of (a) fifty percent (50%) of the Quoted Minimum Guarantee (MG), or (b) fifty percent (50%) of the Gross Revenue, in consideration of the time required for carrying out fit-outs. From the second License Year onwards, the License Fee shall be payable in full on hybrid basis.
2. Licensee irrevocably agrees to make all payments including License Fee, GST and other applicable taxes as per this Agreement as and when due without delay or demur and without waiting for any formal advice from DMRC in this regard.
3. The Licensee confirms having examined the potential locations Outside the Selected Metro Stations (as per Annexure-I) in detail and fully understands and comprehends the technical requirements of the advertisement insert/media. The Licensee also confirms full satisfaction as to the business viability of licensing the advertisement spaces outside the said Metro Stations and hereby voluntarily and unequivocally agrees not to seek any claim, damages, compensation or any other consideration, whatsoever, on this account. Licensee also confirms having made independent assessment of present and future market potential and no future claim whatsoever regarding change in market circumstances shall be used by it as an alibi for non-payment of License Fee and other amounts due to DMRC under this License Agreement.
4. That DMRC and LICENSEE represent and warrant that they are empowered, authorized and able to enter into this agreement.

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

…./…../2025	**…./…./2025**
(…………………….)	**Authorized Signatory.**
FOR AND ON BEHALF OF DELHI METRO RAIL CORPORATION LTD	FOR AND ON BEHALF OF LICENSEE

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

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1. DEFINITION AND INTERPRETATIONS

In the Agreement [as defined below] the words and expressions defined below shall have the meanings assigned to them, except where the context requires otherwise. Words indicating persons or parties include corporations and other legal entities except where the context requires otherwise.

1.1. **Documents**:

(a) **"Appendix to Form of Bid"** means the completed pages in title Appendix, which are appended to and form part of the Bid.

(b) Applicant(s), who may be a sole proprietorship firm, a partnership firm or a company incorporated under companies act 1956/2013 and having registered office in India, or a combination of above in the form of Joint Venture (JV) or consortium, can apply and shall be referred as "Bidder".

(c) **"Bill of Quantity"** means a document containing various items of payment and contains a Schedule of Payment also.

(d) **"Agreement"** means the License Agreement, the Letter of Acceptance, the letter of Bid/Tender, General Conditions of License, Special Conditions of License , the License, the Notice Inviting Bid, Instructions to Bidders, the Bidder's Proposal, the Schedules, and such further Documents which are listed in Letter of Acceptance or License Agreement [in completed].

(e) **"BIdder's Proposal"** means the proposal submitted by the Licensee with the Bid, as modified and accepted by the Licensor and included in the Agreement.

(f) **"Design Data"** means all the specifications, plans, drawings, details, graphs, sketches, models, levels, setting-out dimensions, calculations duly checked by Licensee and other documents relating to design of the Licensed Space prepared or to be prepared by or on behalf of the Licensee.

(g) **"Drawings"** means Licensors Drawings and the Drawings submitted by Licensee and any modifications of such Drawings as any, from time to time, to be furnished or for which the Licensor has issued a Notice of No Objection.

(h) **"The License"** means the description of scope, the Licensed Space or Rights, the Permitted Activity, the Permissible Business, standard and design criterion, specification, drawings, programme of Work, indigenization programme [where applicable], as included in the Agreement, and any alterations and modifications thereto in accordance with the Agreement.

(i) **"Letter of Acceptance"** means the formal acceptance to award of License by the Licensor of the Bid.

(j) **"Letter of Bid"** means the document entitled Letter of Bid, which was completed by the Licensee and includes the signed offer to the Licensor for the License.

(k) **"Conditions of Contract on Safety & Health and Environment"** means the Licensors manual containing the requirements and conditions to be met during the execution of the Works by the Licensee.

(l) **"Schedules"** means the information and data submitted with the Bid, as included in the Agreement.

(m) **"Bid"** means the Licensee's priced offer to the Licensor for the designing and developing wherever applicable, execution, manufacture, and completion of Licensed Space for the Permitted Activity as per Business during currency of License Period and remedying of any defects therein, as accepted by the Letter of Acceptance.

(n) "**Schedule of Payment**" means the schedule included in the Bill of Quantity for payment in various periods of License.

(o) **"Special Conditions of License"** means any special conditions of License issued by the Licensor prior to submission of the Bid or negotiated and agreed in writing by the Licensor and the Licensee prior to conditional upon acceptance of the Bid.

1.2. Persons:

1.2.1. "**Party"** means the Licensor or the Licensee as the context requires.

1.2.2. "**Tenderer or Bidder**" means the person submitting a bid/Tender.

1.2.3. **"Licensee or Contractor"** means the person whose Bid has been accepted by the Licensor and the legal successors in title to such person, but not [except with the consent of the Licensor] any assignee of such person.

1.2.4. **"Licensee's Representative"** shall mean a person named by the Licensee in the Agreement or appointed from time to time by the Licensee under Sub-clause ______ 4.3 to act on behalf of Licensee.

1.2.5. **"Licensor" or "Employer"** means DELHI METRO RAIL CORPORATION LIMITED (DMRC), its legal successors and assignees.

1.2.6. **"Executive" or "Engineer"** means any person nominated or appointed from time to time by the Licensor or Employer to act as the Authorised Officer or Engineer for the purposes of the Agreement and notified as such in writing to the Licensee.

1.3. Dates, Times and Periods:

1.3.1. **"Commencement Date"** means the date from which the License Period started. (The date of license agreement executed on _______)

1.3.2. "**Handover Date"** means the date on which the Licensed Space are handed over by DMRC to the Licensee, in accordance with the terms of this Agreement.

1.3.3. **"License Period**" means the period beginning from the Commencement Date and ending on the Termination Date by efflux of time or sooner determination in accordance with the terms of the License Agreement, as certified by the licensor under Clause 10."

1.3.4. **"Effective Date"** means the date on which the Agreement comes into force and effect.

1.4. Money and Payments:

1.4.1. **"License Fee**shall mean the amount payable by the Licensee to DMRC on a hybrid basis, i.e., the higher of (a) the quoted Minimum Guarantee (MG) or (b) the applicable Revenue Share, as set out in the Letter of Acceptance (LOA) and in accordance with the provisions of this Agreement.The License Fee shall be payable along with all other charges and any kind of Central or State Taxes, local levies, statutory dues, etc. that may be payable by the licensee as per prevalent law, subject to such additions thereto or deductions therefrom as may be made under the provisions of the Agreement

1.4.2. **"Final Settlement Certificate" or "Final Statement Certificate"** means the agreed statement of reconciled payments and License Fee.

1.5. Other Definitions:

1.5.1. **"Approval or Approved"** means Approval in writing including subsequent written confirmation of previous verbal approval.

1.5.2. **"Scheduled Bank"** means a bank included in the second schedule to the Reserve Bank of India Act, 1934, or modifications thereto.

1.5.3. "**Specification**" means the Specification referred to in the Agreement and any modification thereof or addition thereto, as may from time to time be furnished or approved in writing by the Engineer.

1.5.4. **"Variation"** means any alteration and/or modification to the License, which is instructed by the Executive or approved as a variation by the Executive, in accordance with Clause 12.

1.5.5. **"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 and as amended /repealed/modified/replaced 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.

1.5.6. **"Applicable Permits"** means all clearances, permits, authorisations, consents and approvals required to be obtained or maintained under Applicable Law, in connection with the commercial utilisation of Licensed Spaces during the subsistence of this Agreement.

1.5.7. **"As is where is basis"** means License of the said Licensed Space including all equipment, installations, fittings and fixtures is given on 'as is where is basis'.

1.5.8. Exclusivity means the provision in the license agreement that grants licensee the sole rights to promote a product or service within the licensed space and for the duration of the contract as per the license Agreement.

1.5.9. **"Bid Security"** means the refundable amount to be submitted by the Bidder along with Tender/RFP Document to DMRC as a security against the earnestness of the bid.

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

i) The enactment of any new Indian law.

ii) The repeal, modification or re-enactment of any existing Indian law

iii) Any change in the rate of any Tax

iv) Provided that Change in Law shall not includes.

(a) 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

(b) 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.

1.5.11. **"Control"** shall mean the power to direct the management or policies of the Bidder/Subsidiary companies, whether through the ownership of over 20% (twenty 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.

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

1.5.13. **"Financial Year"** means the period commencing 1st April of each calendar year and ending on 31st March 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 the financial year applicable in their respective countries as compared to the Indian financial year stipulated above.

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

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

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

1.5.17. **"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.

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

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

1.6. In the License except where the context requires otherwise:

A. words indicating one gender include all genders;

B. words indicating the singular also include the plural and words indicating the plural also include the singular and

C. "written" or " in writing" means hand-written, type written, printed or electronically made and resulting in a permanent record.

D. The marginal words and other headings shall not be taken into consideration in the interpretation of these condition.

1.6.1. "Terms and expressions not herein defined" shall have the meanings assigned to them in the "Indian General Clauses Act, 1897" or the Indian Contract Act or the Indian Sale of Goods Act or any other applicable Indian Law, as the case may be.

1.6.2. The License shall be governed by the Acts and Laws of India, the rules, regulations and bye-laws of the concerned public bodies and authorities. Language of the Contract shall be English.

1.6.3. The Licensor and the Licensee shall execute a License Agreement, with such modifications as may be necessary to record the License. The costs of stamp duties and similar charges imposed by law shall be borne by the Licensee. [1.4]

1.6.4. The documents forming the License are to be taken as mutually explanatory of one another. If there is an ambiguity or discrepancy or inconsistency in the documents, the Executive shall issue any necessary clarification or instruction to the Licensee, and the priority of the documents shall be as follows:

a) Any Addendum/corrigendum to the license Agreement

b) The License Agreement;

c) The Letter of Acceptance;

d) Pre and Post bid proceeds including Corrigendum and Addendum

e) Form of Bid/Tender

f) BOQ/Payment schedule

g) Notice Inviting Bid [NIB]

h) Instructions to Bidders [ITB]

i) The Special Conditions of License;

j) The General Conditions of License;

k) The Licensee's Proposal; and

l) Any other document forming part of the License Agreement.

1.7. Communications between parties, unless otherwise specified shall be effective only when made in writing. A notice will be effective only when sent to the address of the Party by registered post or by telex or telefax or by an e-mail to the email ID of the Party or delivered by hand to the Party.

1.7.1. As between the Parties, the Licensor shall retain the copyright and other intellectual property rights in the License and other documents made by (or on behalf of) the

Licensor. The Licensee may, at his cost, copy, use, and obtain communication of these documents for the purposes of the License.

They shall not, without the Licensor's consent, be copied, used or communicated to a third party by the Licensee, except as necessary for the purposes of the License.

1.7.2. The Licensee shall familiarise themselves and conform in all aspects with:

(a) the provision of any enactment in India as applicable from time to time

(b) the regulations or bye-laws of any local body and utilities.

(c) The Licensee shall be bound to give all notices required by statute, regulations or bye-laws, as aforesaid and to pay all fees and bills payable in respect thereof. The Licensee will arrange necessary clearances and approvals before the License is taken up. Ignorance of Rules, Regulations and Bye-laws shall not constitute a basis for any claim at any stage of License Agreement. The Licensee shall indemnify the Licensor against all penalties and liabilities of every kind of breach of any such enactment, laws, regulations, bye-laws or rules.

1.7.3. If the Licensee is [under applicable Laws] a joint venture, consortium, or other incorporated or unincorporated grouping of two or more Persons:

(a) these Persons shall be deemed to be jointly and severally liable to the Licensor for the performance of the Agreement;

(b) these Persons shall notify the Licensor of their leader who shall have authority to bind the Licensee and each of these persons; and

(c) the Licensee shall not alter its composition or legal status without the prior consent of the Licensor.

2. THE LICENSOR OR EMPLOYER:

2.1. The Licensor shall provide the Licensed Spaces/Rights on payment of Licensee Fee and other charges by the Licensee in accordance with the Agreement.

2.2. The Licensor shall grant the Licensee right of access to, and / or possession of, Licensed Spaces for the License Period. Such right and possession may not be exclusive to the Licensee.

If the Licensee suffers delay from failure on the part of the Licensor to grant right of access to, or possession of the Licensed Space, the Licensee shall give notice to the Executive/Engineer on immediate basis but not later than 28 days of such occurrence. After receipt of such notice, the Executive/Engineer shall proceed to determine any extension of time to which the Licensee is entitled and shall notify the Licensee accordingly.

For any such delay in handing over of Licensed Spaces, Licensee will be entitled to only reasonable extension of time and no monetary claims, whatsoever shall be paid or entertained on this account.

2.3. It shall be Licensees' exclusive responsibility to get approvals, permits or license required for the Agreement. However, the Licensor may [where he is in a position to do so] provide reasonable assistance to Licensee at the request and cost of the Licensee in getting Permits, License or Approvals required during the Agreement.

The rendering of such assistance by the Licensor shall not be interpreted as a pretext by the Licensee as condoning of any delay or non-performance of any of the Licensee's obligations. The following-up of all such applications shall be the responsibility of the Licensee.

2.4. DMRC covenants:

2.4.1. 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 Space, Licensee's use of the premises, or the rights granted to the Licensee hereunder.

2.4.2. 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.

2.4.3. On paying the License Fee and other charges, 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 License Period without any interruptions by the DMRC or by any person claiming by, through, under or in trust for DMRC.

2.4.4. That the overall control , supervision & the possession of the licensed 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 fulfilment 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.

2.5. The Licensor shall be fully entitled without the consent of the Licensee, to assign the benefit of the part thereof and any interest therein or there under to any third Party.

3. THE EXECUTIVE OR ENGINEER:

3.1. The Licensor shall notify the Licensee in writing of the appointment and identity of the Executive and of any replacement from time to time, in absence of any written communication from the Licensor about the appointment/identity/replacement of the Executive, the HOD/Property Business of the Licensor, in charge of the License Agreement, would be the Executive under the Agreement.

3.2. The Executive shall carry out the duties specified in the Agreement. The Executive shall have no authority to amend the Agreement.

The Executive may exercise the authority specified in, or necessarily to be implied from the Agreement. If the Executive is required to obtain the specific approval of the Licensor before exercising such authority, such requirements shall be as stated in Special

Conditions of License. Any requisite approval shall be deemed to have been given by the Licensor for any such authority exercised by the Executive.

The Executive shall have no authority to relieve the Licensee of any of his duties, obligations, or responsibilities under the Agreement. Any proposal, inspection, examination, testing, consent, approval or similar act by the Executive [including absence of disapproval] shall not relieve the Licensee from any responsibility, including responsibility for his errors, omissions, discrepancies, and non-compliance with Clause 11.

The Executive shall copy to the Licensor all communications given or received by him in accordance with the Agreement.

3.3. Assistant Executive:

3.3.1. The Executive, may from time to time assign and delegate authority to Executive's Representatives/Assistants and may also revoke such assignments and delegations. The delegation or revocation shall be in writing and shall be applicable only after same has been notified in writing to the Licensee.

3.3.2. Each Assistant to whom duties have been assigned or authority has been delegated, shall be authorised to issue instructions to the Contractor to the extent defined by the delegation. Any determination, approval, check, certificate, consent, examination, inspection, instruction, notice, proposal, request, test or similar act by an Assistant shall have the same effect as though the act had been an act of the Executive. However:

3.3.2.1. Any failure to disapprove any Plans, Goods, Material, Design and Workmanship shall not prejudice the right of the Executive to reject such Plans, Goods, Material, Design and Workmanship;

3.3.2.2. if the Licensee questions any determination or instruction of an Assistant of the Executive, the Licensee may refer the matter to the Executive within three days of such decision having been given, who shall confirm, reverse or vary such determination or instruction.

3.4. The Licensee shall comply with instructions given by the Executive in accordance with the Agreement.

The Licensee shall give reasonable notice to the Executive of any instruction, which he considers necessary for the execution of the License, to enable the Executive to issue the instruction so that progress of the License is not delayed. The Executive shall not, however, be bound to issue any instruction which, in his opinion, is unnecessary.

No act or omission by the Executive or the Assistants to the Executive in the performance of any of the Executive's duties or the exercise of any of the Executive's powers under the Agreement shall, in any way, operate to relieve the Licensee of any of the duties, responsibilities, obligations or liabilities imposed upon the Licensee by any of the provisions of the Agreement.

3.5. When the Executive is required to determine value, cost or extension of time, he shall consult with the Licensee and the Licensor in an endeavour to reach agreement. If agreement is not achieved, the Executive shall determine the matter fairly, reasonably and in accordance with the Agreement, with the approval of Licensor.

4. THE LICENSEE OR CONTRACTOR

4.1. General Obligations:

4.1.1. **T**he License as granted to the Licensee shall be wholly in accordance with the Agreement and fit for the purposes for which they are intended, as defined in the Agreement. The License shall include any activity which is necessary to satisfy the License, the Licensee's Proposal and Schedules, or is implied by the Agreement, or arises from any obligation of the Licensee, and all Activities not mentioned in the Agreement but which may be inferred to be necessary for stability, or completion, or the safe, reliable and efficient operation of the Licensed Spaces/Rights.

4.1.1.1. The Licensee shall design, if in the scope of License, manufacture, execute, install, complete and commission, the Licensed Spaces/Rights, within the Time for Completion and shall remedy any defects within the Licensed Period. The Licensee shall provide all superintendence, labour, Plant, Materials, Equipment, Temporary Works and all other things, whether of a temporary or permanent nature, required in and for such design, works and remedying of defects.

4.1.1.2. Before commencing design, if in the scope of the Agreement, the Licensee shall satisfy himself regarding The Grant of License and the items of reference mentioned in Clause 4.

4.1.1.3. The Licensee shall give notice to the Executive of any error, fault or other defect in The Grant of License or such items of reference. After receipt of such notice, the Executive shall determine whether Clause 2.2 shall be applied, and shall notify the Licensee accordingly.

4.1.1.4. The Licensee shall take full responsibility for the adequacy, stability and safety of all Licensed Spaces, its operations, of all methods of construction, manufacture, and of all the Works, irrespective of any approval or consent by the Executive.

4.1.1.5. The Licensee shall be deemed to have satisfied himself before submitting his Bid/Tender as to the correctness and sufficiency of his Bid/Tender to cover all his risks, liabilities and obligations set out in or implied by the Agreement and all matters and things necessary for the Permitted Activity, the Said Business, proper design, manufacture, execution, installation, completion, as per scope of the Agreement, commissioning of the Licensed Spaces and remedying of the Defects.

4.1.1.6. The Licensee acknowledges responsibility for ascertaining and securing at his own cost:

(a) conditions bearing upon the proper transportation, disposal, handling and storage of materials (including but not limited to hazardous toxic substances and excavated materials);

(b) availability of skilled manpower;

(c) the character of equipment and facilities needed preliminary to and during the manufacture, installation, execution, testing, Integrated Testing, and commissioning of the Works and remedying of any defects;

(d) the protection of the environment and adjacent structures which will be necessary preliminary to and during the manufacture, installation, execution, testing, Integrated Testing, and commissioning of the Works and remedying of any defects;

(e) the location of and the authorisation required for and the means of diversion of any services and facilities required for the purposes of the License Agreement.

The Licensee shall whenever required by the Executive, submit details of the arrangement and methods which the Licensee proposed to adopt for the execution/operation of the Licensed Spaces and the Said Business. No alteration to these arrangements or methods shall be made without the approval of the Executive.

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

4.1.2.1. to obtain due permits, necessary approvals, clearances and sanctions from the competent authorities for all activities or infrastructure facilities.

4.1.2.2. to operate and maintain the Licensed Space at all times in conformity with this Agreement.

4.1.2.3. 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.

4.1.2.4. to take all reasonable steps to protect the environment (both on and off the Licensed inventory) 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.

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

4.1.2.6. 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.

4.1.2.7. 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 inventory or its assets, or on any rights of the Licensee therein or under this Agreement, save and except as expressly permitted in this Agreement.

4.1.2.8. 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 premises (including but not limited to stations, depot, staff quarters) , Commuters or DMRC's activities.

4.1.2.9. 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.

4.1.2.10. to comply with the divestment requirements and hand over the Licensed Space to DMRC upon Termination of the Agreement.

4.1.2.11. to ensure that no foul/unpleasant smell shall spread out from the premises of the licensee.

4.1.2.12. To ensure that its equipment does not interfere with the function of DMRC's equipment installed at the station. The Licensee is advised to obtain prior written consent from

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

4.1.2.13. The Licensee shall be solely and primarily responsible to DMRC for observance of all the provisions of this License Agreement on behalf of its employees and representatives and any person acting under or for and on behalf of the Licensee; contractor (s) appointed for the Licensed Space as fully as if they were the acts or defaults of the Licensee, its agents or employees.

4.1.2.14. The Licensee shall comply with all provisions rules and regulations under the Metro Railways (Operations and Maintenance) Act 2002 & amendments thereto.

4.2. **Interest Free Security Deposit [IFSD]**:

4.2.1. Within 30 days from date of issue of the Letter of Acceptance, the successful Bidder shall furnish Interest Free Security Deposit [IFSD], for an amount mentioned in Letter of Acceptance, value in types and proportions of currencies in which the License Fee is payable either in the form of a Bank Draft, FDR or in the form of a Bank Guarantee from a branch in India of a scheduled foreign bank or from a scheduled commercial bank in India acceptable to the Licensor.

4.2.2. <u>IFSD Calculation</u>: The proposed IFSD will be equivalent to 50% of Annual MG [2qtr MG]. IFSD will be calculated in phase wise manner i.e. for Priority Corridor and Remaining corridor. Licensee will pay the IFSD for Priority Corridor on prorate basis (i.e. MG per km per month*Priority Corridor KM* 6). However, licensee may be allowed to pay the remaining IFSD for remaining corridor within 15 days from ROD i.e. in phase wise manner[ROD or date of handing over i.e. Revenue Operations Date, which refers to the date when a specific metro line or corridor begins passenger operations and starts generating revenue]. Individual sites shall be handed over to the successful bidder on the ROD only and MG will be payable accordingly.

4.2.3. Interest Free Security Deposit/Performance Security will remain unchanged for a variation of (+/-) 10% from tendered area. The Extension of time for submission of IFSD beyond 30 (Thirty) days up to 60 days from date of issue of LOA may be given by the Authority who is competent to sign the Agreement. However, a Penal Interest of 15% per annum shall be charged for the entire period i.e. from the date of issue of LOA to the date of submission of IFSD and for the remaining/balanced payment of LOA, in case the partial LOA payment is being made by the licensee. In case the Licensee fails to submit the requisite IFSD within 60 days from the date of issue of LOA, the Agreement may be annulled duly forfeiting Bid/Tender Security and any other amount, if any payable against the Agreement. The approved format and conditions for submission of Bank Guarantee and FDR shall be as described in “Instructions to Tenderers”.

4.2.4. The successful Bidder shall have the following options for submission of IFSD:

(a) Minimum 35.0% or upto Rs 10.0 Lacs of the IFSD/Performance Security, whichever is higher, through CPP Portal of DMRC i.e. https://cpp.dmrc.org or in the form of DD/PO/RTGS/ NEFT in favour of DMRC Ltd payable at Delhi.

(b) Remaining 65.0% or above Rs. 10.0 Lacs of the IFSD/Performance Security may be submitted through CPP Portal of DMRC i.e. https://cpp.dmrc.org or in the form of DD/PO/RTGS/NEFT, Bank Guarantee/FDR.

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

4.2.6. **Bank Guarantee**:

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

4.2.6.2. The Bank Guarantee issuing bank as defined in clause no. 2.12 above must be on the Structured Financial Messaging System (SFMS) platform. A separate advice of the Bank Guarantee will be invariably be sent by issuing bank to the DMRC's bank through SFMS and only after this, the Bank Guarantee will become operative and acceptable to DMRC. Accordingly, it is Licensee's responsibility to advice DMRC's bank particulars at present, in this regard as detailed below to Bank Guarantee issuing bank and ensure the forwarding of advice of said Bank Guarantee through SFMS to DMRC's designated bank i.e. ICICI Bank Limited, 9A, Phelps Building, Connaught Place, New Delhi – 110001, IFSC Code: ICIC0000007

4.2.7. **FDR:** FDR shall be allowed subject to following conditions:-

4.2.7.1. FDR should be in joint name with licensee starting with DMRC.

4.2.7.2. The FDR should be duly discharged in favour of DMRC by the authorised signatory of the licensee on revenue stamp.

4.2.7.3. An additional certification is required from the bank stating that the Bank, as primary obligator shall, without demur, reservation, contest, protest, recourse and/or without reference to Licensee, pay to DMRC on the same working day of receipt of a written demand from DMRC. 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 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.

4.2.7.4. The payment should be made without any reference to the licensee or any other person.

4.2.8. 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.

4.2.9. Licensee shall maintain valid IFSD/Performance Guarantee with Licensor during the currency of Agreement. In case of the escalation/increase/reduction in annual License Fee, the Licensee shall have to submit additional IFSD/Performance Security on pro-rata basis.

4.2.10. Forfeiture of Bid Security/IFSD/Performance Security: Failure of the successful Bidder to furnish the required IFSD/Performance Security shall be a ground for the annulment of the award of License and forfeiture of the Bid Security.

4.2.10.1. In case of the IFSD/Performance Security Amount Bank Guarantee being invoked and forfeited by the Licensor, the Licensee would immediately replenish the amount of IFSD/Performance Security Bank Guarantee within a period of 15 days, failing which, it shall be treated as Licensee's event of Default enabling DMRC to terminate this License Agreement as per the provisions of the License Agreement.

4.2.11. **Release of IFSD/Performance Security**: On completion of the entire License Period, the IFSD/Performance Security shall be refunded to the Licensee, after adjusting any payable dues, on issue of Taking Over Certificate by the Executive, in accordance with Clause9.4 of these conditions. The above shall not relieve the Licensee from his obligations and liabilities, to make good the defects that may be detected during the License Period.

4.2.12. DMRC shall reserve the right for deduction of DMRC dues from 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's terms & condition by the Licensee.

(b) Any amount for which DMRC becomes liable to the Government/Third party due to any default of the Licensee or any of their employee/agent.

(c) Any payment/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 or dues arising due to non compliances of tax laws, which remain outstanding after completing the course of action as per this Agreement.

4.2.13. **The Interest Free Security Deposit/ Performance Security shall be escalated by 20% on completion of every 3 (Three) Years on compounding basis. This may be read in conjunction with the Clause 12 of DLA regarding Additional Area.**

4.3. REPRESENTATIONS AND WARRANTIES: The Licensee represents and warrants to DMRC that

4.3.1. It is duly organised, validly existing and in good standing under the laws of India;

4.3.2. It has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;

4.3.3. It has taken all necessary corporate and other action under Applicable Laws and its constitutional documents to authorise the execution, delivery and performance of this Agreement;

4.3.4. It has the financial standing and capacity to undertake the commercial utilisation of Licensed Commercial spaces;

4.3.5. This Agreement constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof;

4.3.6. 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;

4.3.7. 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;

4.3.8. 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;

4.3.9. 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;

4.3.10. 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;

4.3.11. 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.

4.3.12. 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.

4.3.13. 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.

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

4.4.1. Extensively analysed & satisfied itself about the requirement of this License Agreement including but not limited to the market & trade conditions.

4.4.2. Carefully assessed the business prospects in Licensed Space & shall be fully responsible for its assessment in this regards.

4.4.3. It has visited/seen/assessed the business potential in Licensed inventory & fully understands & comprehends the technical, financial, commercial & investment requirements. It has fully analysed to its full satisfaction the business viability of this License, Agreement & hereby voluntarily & unequivocally agrees not to seek any claim for damages, compensation, costs, etc whatsoever in this regard at any point of time.

4.5. **Representative of Licensee:** Unless the Licensee's Representative is named in the Agreement, the Licensee shall, within 14 days of LOA, submit to the Executive for consent the name and particulars of the person the Licensee proposes to appoint. The Licensee shall not revoke the appointment of the Licensee's Representative without the prior consent of the Executive. The Licensee's Representative so nominated shall have full authority to act on behalf of the Licensee. The Licensee's Representative shall give his whole time to directing the preparation of the Documents and the execution/operation of the Licensed Spaces/Rights. The Licensee's Representative shall receive [on behalf of the Licensee] all notices, instructions, consents, no objection certificate, approvals, certificates, determinations and other communications under the Agreement. Whenever the Licensee's Representative is to be absent, a suitable replacement person shall be appointed, with prior consent of Executive.

4.5.1. Failure on part of the Licensee to comply with these provisions shall constitute a breach of Agreement leading to action under Sub-Clause13.4.

4.6. **Sub-Licensing**: Licensee shall be entitled to sub-license the licensed space with the prior written approval of DMRC. However, for any such sub-license the following guiding principles shall be scrupulously observed:

4.6.1. The licensee shall be entitled to sub-license, the licensed space, during the subsistence of the License period with a clear stipulation that sub-licenses granted shall terminate simultaneously with the termination of the License Agreement, including on sooner termination of the License Period for any reason whatsoever. The sub Licensee would be bound by all the obligations and provisions of the License Agreement executed between the DMRC and the Licensee. However, the Licensee would continue to remain and bound by the provisions of this License Agreement even after the execution of the Sub-License Agreement with the Sub-Licensee"

4.6.2. All contracts, agreements or arrangements with sub-licensees shall specifically stipulate this covenant of termination of the sub-licensee's rights, and further that the licensee / sub-licensee shall not have any claim or seek any compensation from DMRC for any such termination.

4.6.3. Licensee shall prepare a draft standard format of the sub-license agreement, which he/she/they shall be required to sign with the sub-licensees for the use of the Licensed Spaces based on terms and condition of License Agreement between DMRC and Licensee.

The format of standard Sub-License Agreement shall be approved by DMRC before execution of any sub-license to third party. In case of any deviation from the above-mentioned standard draft sub-license agreements, licensee shall obtain the prior written consent and approval of DMRC before entering into an agreement with a sub-licensee. DMRC reserves the sole right not to give consent/approval to such a request and no compensation or claim on this account shall be entertained.

4.7. **Tenancy/Sub-Tenancy:** No 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:

4.7.1. The Licensee shall not have or claim any interest in the said licensed space as a tenant/sub-tenant or otherwise.

4.7.2. The rights, which Licensee shall have in relation to the said licensed space and that areof license, are only those set out in this Agreement.

4.7.3. 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.

4.7.4. Compensation for Breach by Sub-Licensee: Any breach of Sub-Clauses 4.7 shall entitle the Licensor to rescind the Agreement under Clause 13.4 of these conditions and also render the Licensee liable for loss or damage arising due to such cancellation.

4.8. **Approval of Plan**:

4.8.1. Licensee shall submit a plan of Permitted Activity and Business for utilising Licensed Space with compliance to existing guidelines or any other applicable policy, statutes, codes, applicable laws. Licensee shall be responsible for the compliances of applicable laws and adherence to them. All the Licensee's proposed Plans shall be subject to approval by DMRC with regard to:

4.8.1.1. Operational feasibility;

4.8.1.2. Aesthetics;

4.8.1.3. Safety & Security Concerns.

4.8.2. If the plan does not conform to the requirement as mentioned above, DMRC may reject the plans/proposals, duly specifying the reason(s) thereof. Licensee shall resubmit their plan/proposal after such modification and conforming to the requirement of DMRC for approval. Licensee shall utilise Licensed Space as per approved plans only.

4.8.3. If any approval is required to be taken from any local authority for Permitted Activity and Business inside Licensed Spaces, the same is the sole responsibility of the Licensee. DMRC may assist in submission of application on written request from the Licensee.

4.9. Licensed Spaces [Site Data]: Licensor shall indicate the Licensed Spaces in The License along with Scope of The License.

4.10. **Miscellaneous**:

4.10.1. 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.

4.10.2. 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 and keep DMRC indemnified from any claims that may arise in connection with above.

4.10.3. **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 installation work in Licensed Spaces, within 45 days of handing over of the Licensed Space. 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 (including 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.

4.11. **Electricity, Water and Gas**: The Licensee shall be responsible for making his own arrangements at his own cost to obtain supply of water, electricity or gas. The Licensor, where feasible, may at its discretion assist the Licensee in this respect.

4.12. **Access to Executive:** The Licensee shall allow the Executive or the Licensor's Representative or any other person authorised by him, at all times access to the Licensed Space. The Licensee shall ensure that sub-Licensee, if any, shall contain provisions entitling the Executive or any person authorised by him to have such access. The Licensee agrees voluntarily and unequivocally to provide un-fettered access to the fire officer of DMRC for inspection at any time and agrees voluntarily and unequivocally to abide by and comply with all instructions as may be indicated by the fire officer. Non compliance may be treated as breach of contract and license will be terminated.

4.13. Maintenance of Licensed Space:

4.14. **Security of Licensed Spaces:** The Licensee shall be wholly responsible for security of Licensed Space and their equipments. Unless otherwise stated in Special Conditions of License-

4.14.1. the Licensee shall be responsible for keeping unauthorised persons off the Licensed Space; and

4.14.2. Authorised persons shall be limited to the Employees of the Licensee, Sub-Licensee or persons authorised by the Executive.

4.15. **Licensee's Operations on Licensed Space:** The Licensee shall confine his operations to the Licensed Spaces as per Permitted Activity and Business. The Licensee shall take all necessary precautions to keep his personnel and equipment within the Licensed Space, and to keep and prohibit them from encroaching on adjacent areas.

4.16. **Disclosure of Relationship:** If the Licensee or any partner of the Licensee or Director of the Licensee's company is closely related to any of the Officers of the Licensor or the Executive, or alternatively, if any close relative of an officer of the Licensor or the Executive has financial interest/stake in the Licensee's firm, the same shall be disclosed by the Licensee at the time of filing his Bid. Any failure to disclose the interest involved, shall entitle the Licensor to rescind the Agreement. The Licensee shall note that he is prohibited from developing such interest during the License Period also.

4.17. **Corrupt/Fraudulent/Collusive/Coercive Practices:**

4.17.1. The Licensor/Employer requires that the Bidders/Contractors/Licensee, their designated Contractors/Licensees and/or their Agents observe the highest standards of ethics during Tendering and execution of this Contract/Agreement. In pursuance with this Policy, the Employer:

4.17.2. Definitions, for the purpose of these provisions, the terms set forth below as follows:

4.17.2.1. **"corrupt practice"** means the offering, giving, receiving or soliciting of anything of value to any officer/employee of DMRC or Engineer or to any other person to influence in the procurement process or in Contract execution and/or after the execution of the Contract.

4.17.2.2. **"fraudulent practice"** means a concealment or misrepresentation of facts in order to influence a procurement process or during the execution of a Contract and/or after the execution of the Contract, which may or may not be to the detriment of the Employer and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition and further includes concealment or misrepresentation of facts leading to breach of any of the Contract condition during execution of the Contract which may or may not be to the detriment of the Employer.

4.17.2.3. **"collusive practice"** means amongst Bidders (prior to or after bid submission) a scheme or arrangement designed to establish bid prices at artificial non-competitive levels and to deprive DMRC of the benefits of free and open competition.

4.17.2.4. **"coercive practice"** means impairing or harming or threatening to impair or harm directly or indirectly, any Agency or DMRC or its employees/consultants or its property, to influence improperly the actions of an Agency or DMRC or its employees/consultants, obstruction of any investigation or auditing of a Procurement/Contract process.

4.17.2.5. Breach of any of the contract condition during execution.

4.17.2.6. **"Suspension"**: Business dealings with an Agency may be suspended in exceptional cases if there is gross and blatant violation of the provisions of the Suspension/ Banning Policy by the Agency and it is considered not desirable to continue the business with the Agency pending detailed enquiry for Banning of Business Dealing. Suspension shall be for a period upto six months from the date of approval of decision of Suspension.

4.17.2.7. **"Banning":** Shall mean officially debarring or forbidding an Agency from participating as Vendor/Supplier/Contractor etc. with DMRC, for its requirement related to all Tenders/Contracts. Business dealings with an Agency may be banned if it violates/infringes the provisions of the Suspension/Banning policy of the DMRC. Banning shall be for a period ranging from one year from the date of issue of Banning Order or Suspension Order (if suspension imposed on the Agency) and upto five years.

4.17.3. If it is found that the Bidder/Contractor has indulged in corrupt/fraudulent/collusive/coercive practices, actions such as rejection of bid/forfeiture of Tender Security or rescission/termination of Contract/forfeiture of Performance Security etc. shall be taken as per Suspension/Banning Policy of DMRC.

4.17.4. The successful Bidders/Contractors shall apprise the Employer through Chief Vigilance Officer, DMRC of any fraud/suspected fraud/corrupt practices as soon as it comes to their notice.

4.17.5. In the event of rescission of Contract under Sub-Clause 4.16, the licensee shall not be entitled to any compensation whatsoever.

5. THE LICENSED SPACE:

5.1. **Licensed Space:** The Licensee shall be allowed to use the Licensed Spaces as specified in "The License" for the operating Permitted Activity for the Business.

5.2. **Finishes:** The premises will be handed over by DMRC "as is where is basis". That the LICENSEE will make the said premises as per requirements. The Licensee shall install its own fixtures and equipment in the said premises after duly obtaining all necessary approvals from the licensor, permissions and licenses from the Municipal Corporation and such other Statutory Authorities at its own cost and expense.

5.3. **Use of Licensed Space**

5.3.1. The subject site can be used for Permitted Activity and Thebusiness.

5.3.2. The LICENSEE at his own cost shall take the necessary statutory certificates and approvals.

5.3.3. A separate area is earmarked within the premises for the purpose of storage, which has proper systems for extrication pollutants and waste materials.

5.3.4. Proper storage of the packaged products ensuring that there is no contamination or decay of products or raw materials. Proper storage and use of energy sources.

5.3.5. Ensure a high standard of hygiene and cleanliness so as to create a very clean and healthy environment to attract commuters and enhance DMRC's image. Any physical damage or injury to the commuters or passers-byes due to lapses on the part of the LICENSEE will be the sole responsibility of the LICENSEE only and DMRC will have no legal obligations or liability towards the injured.

5.3.6. Ensure that fire detection and suppression measures installed inside his premises are kept in good working condition.

5.3.7. Ensure that all electrical wiring, power outlets and gadgets are used and maintained properly, for guarding against short circuits / fires. The instructions in this regard by the DMRC electrical inspector/authorised representative must be complied with. Any cost(s) associated with implementation of such instruction will be borne solely by the Licensee. The Licensee voluntarily and unequivocally agrees not to seek any claims, damages, compensation or any other consideration whatsoever on account of implementing the instruction issued by DMRC fire officer, electrical inspector, Security officer or their authorised representatives from time to time.

5.3.8. Proper care should be taken at the time of grouting of bolts, with prior approval of Executive, to avoid puncture to waterproofing layer during such installation that may lead to severe leakage and detrimental to structure.

5.4. **Preparation of Licensed Spaces:** The LICENSEE must submit Preliminary Plans, Specifications and preliminary schedule as hereinafter defined, to DMRC within 30 days of issue of LOA. DMRC will have the right to approve the LICENSEE's preliminary plans and specifications with such changes, as it may find necessary and compliance of all such changes and modifications in the preliminary plans as suggested by DMRC shall be mandatory. If Licensee fails to submit the plans, the Licensee Fee will commence as per Clause 11. As used herein, Preliminary plans and specifications shall mean schematic development documents, which shall consist of:

5.4.1. General design notes including structural stability certificates and foundation details duly approved by at least IIT or other equivalent institute.

5.4.2. Single line floor plan

5.4.3. Electrical location plan

5.4.4. Equipment layout

5.4.5. Finish plan

5.4.6. Lighting, air-conditioning and miscellaneous electricity load required

5.4.7. Electrical wiring plan and telecommunication and data wiring.

5.4.8. HVAC (Heating,Ventilation and Air Conditioning) drawing

5.4.9. Precautions and standards for maintaining hygiene and cleanliness and disposal of solid waste and effluents.

5.4.10. Provisions and measures for fire safety and fire fighting.

5.5. **Infrastructure Facilities:** DMRC will attempt to provide the services such as electricity, water, sewage, telephone etc; where committed in writing during the negotiation/tender process subject to availability and technical feasibility. Any delay in provision or supply of the above-referred services shall not be a reason for reduction of License Fees or deferring of the same on this account or seeking any compensation or damages from DMRC.

5.5.1. **Electrical Connections:**

5.5.1.1. Electricity supply will be provided as per terms and conditions indicated in Rule and Guidelines for Release of Electric Power. The Licensee shall bear the amount of all the bills/costs for the electricity that may be consumed due to the operation of the advertisement panels /spaces allotted under this agreement. Licensee shall use energy efficient equipment. Licensee shall follow the I.E. Rules, Acts for safety of equipment, public & Staff.

5.5.1.2. Rate of electricity chargeable from Licensee shall be at the rate at which Electricity Company/Distribution Company/Agency would levy on such a customer, had he obtained supply directly from Electricity Company/Distribution Company/Agency. DERC policy and Electricity Act [as amended from time to time] shall be applicable.

5.5.1.3. All fittings/erections including electrical cabling, calibration and installation of Pre-Paid Energy Meters, electrical MDI/TOD/Smart Energy Meters, etc. are to be installed as per DMRC's specifications.

5.5.1.4. DMRC may provide electricity at the point nearest to the required location on payment of required charges as specified in Rule and Guidelines for Release of Electric Power. The Licensee may also undertake electrical works for extension of power from nominated source under DMRC supervision and complying all codal provisions & DMRC specifications. The Licensee shall follow the provisions stipulated in "Rules and Guidelines for Release of Electric Power" as amended from time to time.

5.5.1.5. The licensee shall make provision for TOD energy meter as per extend DERC guidelines.

5.5.1.6. Licensee shall pay a refundable electrical security deposit of ₹4,500/- per KVA for sanction of electrical load as per requirement. Moreover, the licensee can pay the electrical security deposit in the form of bank guarantee/DD and it shall be interest free and no interest shall be payable by DMRC in future.

5.5.1.7. A non-refundable one time electrical supervision charges of ₹10,000/- per energy meter + GST [as applicable] would also be paid to DMRC by the licensee.

5.5.1.8. Policy of DMRC regarding guidelines and technical specifications for electrical applicances/installation (In eatery, Kiosks, Shops and Restaurants is enclosed as Annexure- D.

5.5.2. **Air-conditioning:** Air-conditioning for elevated Metro Stations, within the said premises shall be arranged as required by the LICENSEE at his own cost as per DMRC specifications in Rule and Guidelines for Release of Electric Power. Installation of Air-Conditioner at underground Metro Stations is not permitted.

5.5.3. **Solid Waste:** The LICENSEE will have to make arrangements for disposal of solid waste, which will be got removed from the premises on a daily basis to ensure perfect cleanliness. The Licensee will have to make arrangements for the solid waste to be separated into glass, plastic and food waste and for the food waste to be treated in a shredder to be converted into a paste. The waste will need to be expelled into a common dump or waste area provided/indicated by DMRC. If solid waste is found disposed off on DMRC land or premises a fine of ₹5,000/- will be imposed by DMRC for each occasion.

5.5.4. **Water and Drainage:** The Water/drainage for Licensed Space shall be provided depending upon technical feasibility and availability only.

5.5.5. **Telephone:** DMRC may give permission for installation of cables for telephone/telecommunication equipment subject to technical feasibility. The instrument, cables and connection will be obtained by the Licensee from the telephone company at his own cost. DMRC reserves the right to not to give such permission.

5.5.6. **Parking:** The parking facilities provided as part of the Station parking may be used and all charges, fees and rules will apply as applicable to the general public and the commuters.

5.5.7. **Encroachment:** The Licensee will strictly not encroach up common areas/circulating areas or any other space, and restrict his operation to within the area licensed. In case, the Licensee encroaches upon the common area, circulating area or any other space then a fine/compensation @ ₹500/- on the first occasion, ₹2,000/- on the second occasion and ₹3,000/- on the third occasion will be imposed by DMRC. Thereafter DMRC reserves the right to revoke the License and forfeit the Interest Free Security Deposit.

5.5.8. **Re-connection Charges:** The Licensee voluntarily agrees to make all payments as may be demanded by the Licensor towards reconnection of utilities including electricity supply which may have been disconnected by the Licensor for whatsoever reasons. The licensee undertakes not to seek any claim, compensation, consideration or damages due to such disconnection and reconnection.

5.5.9. **Security Arrangement:** The Licensee will ensure safety and security of the Licensed Space and other related equipments installed at the Licensed Space. DMRC, in any case, will not take any responsibility. However, in the event of any theft/loss of any nature, the Licensee will indemnify and keep indemnified DMRC for any losses on this account.

5.5.10. **Overall control:** That the overall control and 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 and when considered necessary, with respect to its bonafide use and in connection with fulfilment of the other terms and conditions of the License Agreement. DMRC also reserves the right to enter the licensed premises to repair and replace the fixtures provided by DMRC. If any fixtures or utility relating to operation of the MRTS (Metro) is running through the area licensed, proper precautions as advised by DMRC will be taken by license. The loss due to obstruction so caused on the business of the licensee will not be borne by DMRC.

5.5.11. **Services Provided by DMRC:** Reasonable security services for the station building, Cleaning, trash removal and washing of the station building premises, Adequate Lighting in the common areas and exterior lighting outside the station building is available. In the event that any one of the services provided for by DMRC may be interrupted or suspended by reason of accident, repair, alterations, strikes, lockout, and except as hereinafter provided, DMRC shall not be liable to the Licensee thereof, provided however that DMRC shall use its best efforts to restore such services as soon as reasonably possible.

5.5.12. **Maintenance & Repairs:** That the Licensee shall bear the cost of minor day-to-day repairs and maintenance. All major repairs due to constructional defects shall be the responsibility of DMRC. If the major repairs or maintenance required to be carried out by DMRC are not carried out within reasonable time, the Licensee will have the right to get the needful done and after providing the details and documents for the same deduct the cost thereof from the amount payable to DMRC.

5.5.13. Provided however, that the Licensee shall be at liberty, without any such consent as aforesaid, to have normal fixtures or fittings and electric appliances, installed in the Licensed Premises. The Licensee shall be at liberty on the termination of this License to remove or take away such fixtures, fittings and electric appliances installed by it leaving the Demised Premises, as far as possible, in the same conditions structurally, reasonable wear and tear and acts of God and nature excepted.

5.5.14. **Alterations and Renovations:** The Licensee will be allowed to carry out any alterations or renovations within the said premises but without in any way altering or damaging the main/shell structure of the said premises. The Licensee will need to take prior written approval from DMRC through a written notice prior to commencement of any alteration works and if necessary DMRC reserves the right to ask for and review the renovation plan/drawings before providing consent.

5.5.15. The Licensee will be responsible for the costs of removing debris from the premises and will be responsible for all damage to the common areas of the complex like flooring, lift cars etc during the process of alteration. Any special cleaning or drain clearance necessary as a result of the alteration works and any other costs incurred by DMRC including any extra security costs, which are caused by, or in connection with, the works will also be to the Licensee’s account. The occupant will have to bear the cost of the damage plus service charges. However before incurring any such costs the occupants will be briefed on the requirements by DMRC.

5.5.16. **Signage:**The Licensee will have the right to put up signage inside/outside the premises only at the premises or site entrance. The signage may be illuminated or non-illuminated at the Licensee’s option, however it will need to conform to all governmental laws, regulations or ordinance relevant thereto. The Licensee will need to obtain a written approval from DMRC by way of a notice before putting up any form of signage and DMRC reserves the right of refuse or to suggest an alternation to the same. The signage shape and location etc are subject to architectural controls that may be issued by DMRC.

5.5.17. The HDPE pipe & cables [OF Cables, LCX Cables, RF Cables and electrical cables etc] to be used in tunnel and underground station (including the equipment room) shall be manufactured from Fire retardant, low smoke, zero Halogen material and shall meet all the requirements specified by relevant international standards. The licensee shall submit to the licensor, factory acceptance tests report or type test reports along with certificate from the manufacturer duly endorsed by Licensee before start of installation activities of HDPE Pipe and Cables [OF Cables, LCX Cables and RF Cables etc]. The licensee shall be fully responsible for any deficiency noticed and will take necessary steps at his own risk and cost to replace such HDPE pipe & Cable [OF Cables, LCX Cables and RF Cables etc].

5.5.18. **Misuse:** The Licensee shall use the Licensed Space under the agreement only for Permitted Activity or Said Business and shall not use the same for any other purposes. In case, the Licensee carries on any business or uses the said premises for any other purposes the License shall deemed to have been misused and DMRC [Licensor] shall immediately terminate the said agreement. All liabilities for misused charges and mis-user proceedings, if so initiated shall be that of the Licensee only. The Licensee will indemnify and keep indemnified DMRC for any losses on this account.

5.5.19. **Compliance with the Law:** The premises and the fixtures and the appurtenances thereto [except those installed by DMRC] conform to every applicable requirement of law or duly constituted authority or the requirements of the carriers of all insurance on or relating to the licensed premises. The Licensee at its sole risk and expense, at all times during the term thereof promptly comply with all such requirements. The Licensee shall comply with all applicable statutes, ordinances, rules and regulations of central, state governments, municipal bodies, and all applicable rules and also regulations of the Delhi Fire department. The Licensee shall also comply with all rules and regulations under the Metro Railways [Operations and Maintenance] Act 2002 and also to instructions issued from time to time from the Authorised Officer. Non–compliance with rules/regulations/notices and laws may be treated as breach of contract and may lead to termination of contract and forfeiture of Interest Free Security Deposit and other payments. Licensee shall comply with and abide by the judgments passed from time to time by Hon’ble Supreme Court/High Court or any other judicial/quasi judicial body/authority. The same shall be the responsibility of Licensee.

5.6. **Penal Provisions:** Licensor reserves the right to impose the penalty on Licensee up to ₹5,0000/- per offence on the following offences:

5.6.1. Not following the instructions of the DMRC Administration Regarding Operation of Developed Property even after 7 days from the date of issue of notice.

5.6.2. Any staff of Licensee found in drunken condition / indulging in bad conduct.

5.6.3. Any staff of the Licensee found without proper uniform and/or found creating nuisance on duty.

5.6.4. Sticking of stickers or hanging of banners or any other form of presentation other than allowed.

5.6.5. Improper maintenance & defacement of the Metro Property.

5.6.6. Dishonour of Drafts & Cheques given by Licensee in favour of DMRC.

5.6.7. Not following safety and security norms as may be indicated by authorised representative of DMRC O&M department.

5.6.8. Misbehavior with staff and commuters of DMRC.

5.6.9. Not following instructions issued by DMRC from time to time and other violations of the License Agreement.

5.7. **Transfer:** The LICENSEE, during the tenure of this License shall not transfer, assign or part with the Licensed Premises or any portion thereof permanently or temporarily to anybody else and shall not be allowed to take any person to share the accommodation nor in partnership without the prior written permission of the Licensor, nor shall they be entitled to allow any person to occupy the Licensed Premises or to use any part thereof save with the prior permission, in writing, of the Licensor.

5.8. **Permitted Activity:** The Licensed Space shall be utilised as per Permitted Activity specified at "The License". Within 30 days of issue of LOA, the Licensee shall inform Licensor of the proposed Activities to be carried out at Licensed Space.

5.9. **The Business:** The Licensee shall be allowed to transact money on providing goods or services to its customers as per Licensee's proposed and modified accepted Business by Licensor.

6. STAFF AND LABOUR:

6.1. The Licensee shall make his own arrangements for the engagement of staff and labour at his own cost.

7. QUALITY CONTROL:

7.1. The Licensed Space and its development shall be executed, in the manner set out in the Contract. Where the manner of execution is not set out in the Agreement, the it shall be executed in a proper, workman like and careful manner, with properly equipped facilities and non-hazardous Materials, and in accordance with modern recognised good practice.

8. TIME MANAGEMENT:

8.1. The Licensee shall commence the installation works in the License Space, after approval of Executive. The Licensee shall not commence the construction, manufacture or installation of the Works or of any part of the Works unless and until the Executive has endorsed in accordance with The License.

9. HANDING OVER AND TAKING OVER OF LICENSED SPACES:

9.1. Handing Over of Licensed Spaces by DMRC:

9.1.1. After receipt of full payments requested in LOA, Licensee will be informed of execution of License Agreement within next 30 [Thirty] days.

9.1.2. After issue of LOA, Licensee may be allowed to visit the Licensed Space and submit designs and drawings for approval. The designs and drawing immediately be processed for approval of concern department, however, no work permission to be issued until physical handing over of the Licensed Spaces.

9.1.3. **Physical or Actual Handing Over of Licensed Space**:

9.1.3.1. If Licensee makes LOA payments in first 30 days of issue of LOA, the Licensed Space must be taken over by Licensee after execution of License Agreement and within 67 days of issue of LOA.

9.1.3.2. If Licensee makes LOA payments beyond 30 and within 60 days of issue of LOA, i.e. with applicable interest, the Licensed Space must be taken over by Licensee after execution of License Agreement and within 97 days of issue of LOA.

9.1.4. **Deemed Handing Over of Licensed Space**:

9.1.4.1. If Licensee fails to Take Over of Licensed Space as per Clause9.1.3.1, the Licensed Space shall be Deemed Handed Over by DMRC on 68th day of issue of LOA.

9.1.4.2. If Licensee fails to Take Over of Licensed Space as per Clause9.1.3.2 or if any extension of time for LOA payments has been granted by DMRC, the Licensed Space shall be Deemed Handed Over by DMRC on 98th day of issue of LOA.

9.2. In this tender, no fitment period will be applicable.For the first License Year only, the Licensee shall be required to pay on a hybrid basis at fifty percent (50%) of the applicable License Fee, i.e., the higher of (a) fifty percent (50%) of the Quoted Minimum Guarantee (MG), or (b) fifty percent (50%) of the Gross Revenue, in consideration of the time required for carrying out fit-outs. This will be applicable for each & every section to be handed over phase wise.From the second License Year onwards, the License Fee shall be payable in full on hybrid basis.

9.3. Issue of work permission or start of commercial operations of Licensed Space shall only be after receipt of full LOA payments, execution of License Agreement and Physical/Actual Handing Over of Licensed Space by DMRC.

9.4. Taking Over of Licensed Space by DMRC:

9.4.1. **Grace Period:**“Grace Period" means the ‘License Fee & other charges ’free period provided to Licensee beyond expiry/termination/surrender of License Period to handover the vacant possession of Licensed Space to the Station-in-Charge or DMRC authorised representative after removal of man, material, equipment, fixture etc of the Licensee at its own cost, without causing damage to DMRC structures/property. Any utility utilised during Grace Period shall be chargeable as per terms & conditions of the License Agreement.

9.4.2. On Termination of License Agreement, a Grace Period of 30 days shall be provided for vacation of Licensed Space. No License Fee shall be charged for this period. Any utility utilised during Grace Period shall be chargeable as per License Agreement.

9.4.3. If, the licensee fails to vacate the Licensed Space/Premises within the Grace Period, penalty of twice the prevalent monthly License Fee (i.e. Minimum Guarantee or Revenue Share which ever is higher)shall be chargeable for occupation beyond Grace Period.

9.4.4. Non-vacation of Licensed Premises even after laps of Grace Period shall empower DMRC to take over the goods/property treating at NIL value, even if it is under lock & key; and DMRC shall be free to dispose-off the goods/property in whatsoever manner as it deems fit.

9.4.5. Licensee shall have no claim for compensation or consideration/damage after completion of Grace Period. If, Licensee fails to pay the penalty, applicable in case of non-vacation of premises, the same shall be adjusted from the Interest Free Security Deposit/Performance Security available with DMRC. No grace period shall be provided to

Licensee, if Licensee terminates the contract within the Lock-in Period. In case of non-vacation and forceful eviction of the inventory shall be done along with forfeiture of IFSD after adjustment of dues.

Sr. No.	**Event**	**Effective date for start of Grace Period**
1	Tenure Completion	Immediately after expiry of License Period of License Agreement
2	Surrender	I) Grace Period shall start immediately after expiry of notice period. II) Notice period shall start from the date of request submission by Licensee, as approved by Competent Authority
3	Termination	Date specified in termination order.

Explanation:

Sr. No.	**No. Of days from date of Tenure Completion/Surrender/Termination**	**Remarks**
1	0-30	No License Fee but utility charges to be borne by Licensee
2	31-60	Double License Fee along with Utility Charges will be borne by Licensee.
3	At 61st Day	Double License Fee along with Utility Charges will be borne by Licensee and Forceful Eviction of the Inventory

10. LICENSE PERIOD:

10.1. The License Period shall be the period as defined at “The License” from the Commencement Date unless otherwise terminated by Licensor or Surrender by the Licensee.

10.2. **Lock-in Period:** Licensee cannot exit the Agreement during this time frame. The Lock-in Period shall be specified in “The Grant of License” and shall begin from the Commencement Date. Licensee’s Exit from Agreement during Lock-in period shall be dealt as per Clause 13.

10.3. **Fitment/MoratoriumPeriod:** Fitment Period” or “MoratoriumPeriod” means the period starting from the date of handing over of the Licensed Spaces for carrying out fit-out activities including planning, designing, integration, marketing and approval(s)/license(s) from DMRC or external agencies, in order to operationalise the Licensed Space(s). The “Fitment Period” or “Moratorium Period” shall be specified in “The License”.

10.4. **Methodology for Calculation of Fitment Period:** In this tender, no fitment period will be applicable.For the first License Year only, the Licensee shall be required to pay on a hybrid basis at fifty percent (50%) of the applicable License Fee, i.e., the higher of (a) fifty percent (50%) of the Quoted Minimum Guarantee (MG), or (b) fifty percent (50%) of the Gross Revenue, in consideration of the time required for carrying out fit-outs. This will be applicable for each & every section to be handed over phase wise.From the second License Year onwards, the License Fee shall be payable in full on hybrid basis.

10.5. Extension of License Agreement: The License Agreement shall not be extended unless otherwise mentioned in The Grant of License, Special Condition of License or approval of Licensor.

11. LICENSE FEE, OTHER CHARGES, TAXES & OTHER STATUTORY DUES:

11.1. Payment of License Fee and Other Charges:

11.1.1. The Licensee shall pay the License Fee at rate of accepted Bid Price with applicable taxes at regular periods as specified in the License Agreement in advance to Licensor for Licensed Space. The payment of License Fee and Other Charges shall be accepted through DMRC’s online Payment Portal only provided at DMRC’s official website.

11.1.2. The charging of License Fee shall commence immediately after handing over the section and shall be charged until the Termination of Agreement.

11.1.3. Dues: Dues shall include any outstanding amount including but not limited to IFSD, Advance License Fee, Electricity Charges, Property Tax, Other Maintenance Charges, Interest, Other Charges etc. Licensee shall provide complete details of payments to DMRC. In case of non-submission of details of payment, following mechanism may be used to adjust unadvised payment received by DMRC:

11.1.3.1. Any unadvised payments received from the Licensee shall be adjusted towards the oldest statutory dues of Electricity, Water Charges, Other Maintenance Charges and Property Taxes in that order.

11.1.3.2. Balance of unadvised payments shall be settled towards the oldest dues [FIFO basis] of IFSD, Advance License Fees, Utility Area Rent, Parking Charges, Signage Charges, Interest, Penalty, etc. in that order.

11.2. **Taxes and Other Statutory Dues:**

11.2.1. All other statutory taxes, statutory dues, local levies, GST, other taxes, etc. as applicable from time to time shall be charged extra and shall be remitted/paid to DMRC along with the License Fee for onward remittance to the Government. The Licensee indemnifies

DMRC from any claims that may arise from the statutory authorities in connection with this License.

11.2.2. Payment of stamp duty on execution of License Agreement, if any, shall be borne by the Licensee.

11.2.3. **Property Tax or Service Charge**: "DMRC will bear the responsibility of paying the Property Tax in accordance with the rates and regulations set forth by the respective Civil Authorities at the outset of the financial year which will be recovered from the Licensee immediately and forthwith. Subsequently, any applicable Property Tax amount which has been assessed as per the guidelines issued by Municipal Authority and which is over and above the amount collected by the DMRC from the licensee will berecouped from the Licensee as per the sole discretion of DMRC. The Licensee is obligated to make these payments directly to DMRC. Further, any disputes arising on this matter will not be entertained. The sum paid [Property Tax] by DMRC shall be treated as full & final and the same is deemed to be due from respective Licensee." MCD Tax: All MCD Taxes or Fees, as applicable, shall be borne by Licensee.

11.2.4. **Registration of License Agreement**: The registration of License Agreement shall be done within 30 days of signing of agreement by the Licensee [registration fees, stamp duty etc to be fully borne by the Licensee] and the duly registered documents to be submitted to DMRC for records otherwise it shall be treated as breach of License Agreement.

11.3. **Non-Payment of Dues:**

11.3.1. "If the Licensee fails to pay the due license fee and other dues as per License Agreement by the due date, a 15 days' Cure Notice shall be issued to pay the outstanding **license fee and other dues along with penal interest at a rate of 18% per annum on the amount of License Fee and other dues remaining outstanding after the due date of payment. Penal 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."** 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.

11.3.2. If Licensee fails 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.

11.3.3. If Licensee fails to pay the dues within 30 days from the Date of issue of Termination Notice, it shall constitute Material Breach of Contract and Licensee's Event of Default under this Agreement and shall entitle DMRC to terminate the License Agreement as per provisions stipulated in Clause 13.5 .

12. ADDITIONAL LICENSED SPACE [VARIATION]:

12.1. Additional area may be allotted to existing Licensee based on availability and feasibility, subject to following-

12.1.1. Additional area, adjacent/adjoining to existing Licensed Space at same floor level, up to 25% of original allotted Licensed Space and within fitment period may be allotted on pro-rata basis.

12.1.2. Beyond the fitment period and/or above 25% of tendered area at same station or, any additional area at any time/at other stations, may be allotted on mutually agreed terms and conditions.

12.1.3. Additional area, if allotted on the terrace or basement for utility purpose [such as stand-by generators, air conditioning plants, water storage, antenna etc and other related equipment], shall be chargeable at 50% of the rate of applicable License Fee for the main Licensed Premises.

12.2. **Alternate allotment of area on Operational Ground**: Allotment of alternate space to existing Licensee wherein tendered or original allotted area is not handed over to Licensee due to any operational/technical reasons at DMRC's end may be dealt as per following-

12.2.1. On operational ground, the DMRC may ask the Licensee to shift Licensed Space to some other alternative location within the same or alternate stations. The Licensee is also bound to shift Licensed Space on the alternate jointly identified feasible location within the given time period on his own expenses on mutually agreed rates and terms & conditions. The Licensee unequivocally and voluntarily agrees not to seek any claim, compensation or any other consideration on this account on whatsoever reason. However, if Licensee is not willing to shift their Licensed Space to the alternate feasible Space due to any reason, the subject Licensed Space will stand withdrawn from License Agreement. If, the License Agreement is having only single Licensed Space, the License Agreement shall stand terminated and security deposit will be refunded after adjusting outstanding dues, if any.

12.2.2. If there is allotment of additional area/alternate area, the same should be provided on the awarded section of Phase-IV only.

12.3. **Variation in handed-over area**: Consequent to any alteration/renovation/augmentation/amalgamation of the Licensed Premise(s), for which prior approval from DMRC has been taken by the Licensee, if resulting in any increase/decrease in the handed-over area, the variation shall not be considered for any change in the License Fee or other payment terms. However, at the time of termination/surrender or natural completion of the License Agreement, DMRC reserves the right to ask the Licensee to restore the Licensed Premises as per original allotment.

13. TERMINATION OF LICENSE AGREEMENT:

13.1. **Notice to Licensee**: If the Licensee fails to carry out any of his obligations, or if the Licensee is not executing the Licensed Spaces in accordance with the Agreement, the Executive may give notice to the Licensee requiring him to make good such failure and remedy the same within such time as the Licensor / Executive may deem to be reasonable.

13.2. **Surrender Notice Period**:If Licensee desires to exit from License Agreement before completion of License Period, Licensee shall give Surrender Notice to DMRC subject to minimum period of Surrender Notice as specified below-

13.2.1. **For contracts having tenure less than 3 years:** The Surrender Notice Period shall be as approved by Competent Authority in DMRC.

13.2.2. **For contracts having tenure equal to or more than 3 years:** 180 days

13.3. **Surrender/Foreclosure of License Agreement by Licensee:** If the Licensee is desirous to terminate/surrender the License Agreement in conditions as mentioned below:

<table>
<tr><th>Sr No.</th><th>Conditions</th><th>Grace Period & Notice Period</th><th>Treatment of IFSD</th><th>General</th></tr>
<tr><td>1</td><td>Before expiry of the Lock-In Period</td><td>The License Agreement shall deemed to be terminated on the date mentioned in Termination/Surrender Notice, subject to confirmation by DMRC.

No Grace Period shall be provided to Licensee in such a case.</td><td>Balance Interest Free Security Deposit/Performance Security shall be forfeited in favour of DMRC after adjustment of outstanding dues, if any.</td><td rowspan="2">A) 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.
B) The outstanding dues shall be recoverable from the Licensee before Licensee is permitted to remove their establishment(s) or else DMRC will seize their property;
C) DMRC shall be free to dispose-off the property/goods in whatsoever manner as it deems fit;
D) Licensee shall have no claim for compensation or consideration/damages.</td></tr>
<tr><td>2</td><td>Immediately after completion of Lock-In Period</td><td>For this, the Licensee shall give 180 days prior intimation to DMRC before completion of defined Lock-In period. [In case lock-in period is of 3 years, prior intimation can be given after 2½ years].</td><td>Balance Interest Free Security Deposit/Performance Security shall be refunded after adjusting the outstanding dues, if any.</td></tr>
</table>

Sr No.	Conditions	Grace Period & Notice Period	Treatment of IFSD	General
3	After expiry of Lock-In Period without serving any Surrender Notice or shorter	The License Agreement shall deemed to be terminated on completion of such improper intimation/ Notice Period.	Balance Interest Free Security Deposit/Performance Security shall be refunded after adjustment of License Fee for period shorter than Surrender Notice Period and outstanding dues, if any.	

13.4. **Termination of License Agreement on Natural Completion of License Period:** In case of successful completion of the full term of the License Period, balance Interest Free Security Deposit/Performance Security of the Licensee shall be refunded after adjusting the outstanding dues.

13.5. **Termination of License Agreement due to Licensee's Default:**

13.5.1. **The Licensor shall be entitled to Terminate the Agreement, if the Licensee or any one of its constituents,**

(a) fails to comply with a Notice under Sub-clause 11.3 or 13.1

(b) abandons or repudiates the Licensed Space or Agreement

(c) 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.

(d) 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. Sub-contracts the whole of the Works or assigns the Contract without approval of the Employer

(e) becomes bankrupt or insolvent or goes into liquidation except voluntary liquidation for the purpose of amalgamation or reconstruction or is put under receivership by a competent court or

(f) persistently disregards instructions of the Executive or contravenes any provisions of the Agreement, or

(g) cause an incident or accident that results in injury or death to DMRC employees/commuters or loss to DMRC property. fails to adhere to the agreed programme of work by margin of 10% of the stipulated period or 21 days, whichever is earlier, or fails to complete the Works or parts of the Works within the stipulated or extended period of completion, or is unlikely to complete the whole Work or part thereof within time because of poor record of progress; or

(h) any representation made or warranties given by the Licensee under this Agreement is found to be false or misleading. fails to remove materials from the Site, or pull down and replace Work, after receiving notice from the Engineer to the effect that the said materials or Works have been condemned or rejected, or

(i) created any encumbrance, charges or lien in favour of any person or agency, over the Licensed Space except expressly permitted under this Agreement. fails to take steps to employ competent and/or additional staff and labour, or

(j) 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 or fails to afford the Engineer or his Representative proper facilities for inspecting the Works or any part thereof, or

(k) indulges in corrupt or fraudulent practices as explained in Clause 4.33

13.5.2. In the event of application of above circumstances, 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. If the Licensee fails to cure the default within 15 days, it shall constitute Material Breach of Contract under this Agreement. It shall entitle DMRC to disconnect all utilities provided to the Licensee and to terminate License Agreement. No representation of licensee shall be entertained after the expiry of cure period. The Licensee voluntarily agrees not to seek any claim, compensation, damages or any other consideration whatsoever on any ground in this regard. However, in case of sub-paragraph (e) or (k), the Licensor may, by notice of 7 days to the Licensee, terminate the Agreement immediately.

13.5.3. For the purpose of sub-para (c) above, of this clause, reasonable excuse shall be the one, which in the opinion of the Executive has resulted from, any circumstance which

(a) is beyond the Licensor's or Licensee's control and

(b) made the failure unavoidable and it is evidenced by the Licensee to the satisfaction of the Executive that the failure was remedied without unreasonable delay once that obstacle was out of the way.

13.5.4. The Licensee's decision to terminate the Agreement shall not prejudice any other rights of the Licensor under the Agreement.

13.5.5. The Executive shall not make a claim under the IFSD/Performance Security except for amounts to which the DMRC is entitled under the Agreement [Notwithstanding and/or without prejudice to any other provisions in the Contract Agreement] in the event of:

(a) Failure by the Licensee to extend the validity of the IFSD/Performance Security as described herein above, in which event the Executive may claim the full amount of the IFSD/Performance Security.

(b) Failure by the Licensee to pay DMRC any amount due, either as agreed by the Licensee or determined under any or the Clauses/Conditions of the Agreement, within 30 days of the service of notice to this effect by Executive.

(c) The Licensee being determined or rescinded under provision of the GCL in which event, the IFSD/Performance Security shall be forfeited in full and shall be absolutely at the disposal of the DMRC.

13.5.6. **Payment After Termination on Licensee's Default:** In case of termination of agreement on account of Licensee's Events of Default, the balance Interest Free Security Deposit/Performance Security shall be forfeited in favour of DMRC after adjustment of outstanding dues, if any, payable to DMRC. No grace period shall be provided to the licensee in such a case.

13.6. **Termination on Licensor's Operational Ground:**

13.6.1. DMRC reserves the right to terminate the 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.

Here Operational ground would encompass any of the ground which may be required to enhance effectiveness or efficiency or economic aspects of the operation of DMRC and invoking of this clause will be at the sole discretion of DMRC.

13.6.2. **Termination due to Force Majeure conditions:**The License Agreement may be terminated for Force Majeure reasons.

13.6.3. **Payment on Termination on Force Majeure conditions:** On operational ground termination, 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.

13.7. **Upon termination/foreclosure of the Agreement under whatsoever circumstances:**

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

13.7.2. **Outstanding Dues on Date of Termination:** The Executive shall, as soon as possible after termination, determine and advise the Licensee of the Outstanding Dues and all sums then due to the Licensee as at the date of termination.

13.7.3. 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. Shortfall amount, if any, shall be recovered by the Licensor/Employer from monies due to the Licensee/Contractor under the Agreement including, without limitation, and the Licensor/Employer shall have the power to recover any balance from monies due to the Licensee/Contractor under any other Contract/Agreement between the Employer/Licensor and the Contractor/Licensee.

13.7.4. All utilities shall be disconnected with immediate effect, unless otherwise specified elsewhere.

13.7.5. The Licensee shall vacate the premises within Grace Period from the Date of Termination of License Agreement.

13.7.6. The termination of this Agreement shall not relieve either party from its obligation to pay any sums then owing to the other party nor from the obligation to perform or discharge any liability that had been incurred prior thereto. The Licensee shall be liable to pay all dues outstanding to DMRC including electricity, chiller and other utility charges under this agreement without prejudice to rights and remedies applicable under the law. The final settlement of dues shall take place after submission of vacation certificate from the Station in-charge or their/her authorised representative subsequent to termination of License Agreement.

13.7.7. **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 regularisation 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.On termination of Agreement, DMRC shall have rights to re-market/re-tender and or to seal or lock the Licensed Space.

14. RISK AND RESPONSIBILITY:

14.1. **Indemnity**: The Licensee shall indemnify and hold harmless the Licensor, the Executive, the Designated Contractors, Representatives and employees from and against all actions, suits, proceedings, claims, damages, losses, expenses and demands of every nature and description, by reasons of any act or omissions of the Licensee, his Representative or his employees in the Operation of the Licensed Space, including professional services provided by the Licensee or in the guarding the same. These indemnification obligations shall include but not be limited to claims, damages, losses, damage proceedings, charges and expenses which are attributable to:

a. sickness, or disease, or death of, or injury to any person; and

b. loss of, or damage to, or destruction of any property (other than the Works) including consequential loss of use; and

c. loss, damage or costs arising from the carriage of Materials by the Contractor, or any Sub-contractor of any tier.

The Licensee shall also indemnify and save harmless the Licensor from and against all claims and proceedings on account of infringements of patents rights, design, trademark name etc as also infringement of any law, rule, regulation or order.

All sums payable by way of compensation under these conditions shall be considered reasonable compensation payable to the Licensor, without reference to the actual loss or damage sustained, and whether or not any damage shall have been sustained. The decision of the Executive as to compensation claimed shall be final and binding.

14.2. **Licensor's Risk**: The Licensor's/Employer's risks of loss or damage to physical property in India and of death and personal injury occurring in India in consequence of the performance of obligations under the Contract are:

(a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies,

(b) rebellion, revolution, insurrection, or military or usurped power, or civil war, within India,

(c) riot, commotion or disorder by persons unless solely restricted to or caused by employees of Contractor or of Sub-contractors currently or formerly engaged in the Works,

(d) Ionising radiations, or contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such an assembly, except to the extent to which the Contractor may be responsible for the use of any radio-active material,

(e) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds, and

(f) use or occupation by the Employer of any part of the Works, except as may be specified in the Contract.

14.3. Consequences of Licensor's Risk: If a Licensor's risk results in loss or damage, the Licensee shall promptly notify the Executive and shall rectify this loss or damage to the extent required by the Executive.

14.4. **Licensee's Risk:** The Licensee's risks are all risks other than the Licensor's risks given in Sub-Clause 14.2 .

15. INDEMNITY AND INSURANCE:

15.1. The Licensee hereby undertakes to indemnify and hold DMRC harmless against all costs, damages, liabilities, expenses arising out of any third party claims relating to non-completion of the Fit-out; quality of the Fit-out and the construction/construction activities.

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

15.3. 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.

15.4. The licensee must strictly comply with all the provisions of Labour Codes 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 codes shall attract penalty as per provisions. Licensee shall indemnify DMRC Administration for any loss and damages suffered due to violation of its provision.

15.5. 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.

15.6. 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

15.7. 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.

15.8. 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.

15.9. 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.

15.10. The Licensee shall indemnify and keep indemnified DMRC for any losses/penalties on this account levied by any Judicial/Statutory Authorities/Courts on Licensee.

15.11. **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.

16. FORCE MAJEURE:

16.1. **Definition of Force Majeure:** In this Clause, "Force Majeure” means an event beyond the control of the Licensor and the Licensee, which makes it impossible or illegal for a Party to perform, including but not limited to:

16.1.1. Earthquake, Flood, Inundation, Landslide etc.

16.1.2. Storm, Tempest, Hurricane, Cyclone, Lighting, Thunder or other extreme atmospheric disturbances.

16.1.3. Fire caused by reasons not attributable to the Licensee.

16.1.4. Acts of terrorism

16.1.5. War, hostilities (Whether war be declared or not), invasion, act of foreign enemy, rebellion, riots, weapon conflict or military action or civil war.

16.1.6. Strikes or boycotts, other than those involving the Licensee, its contractors, or their employees, agents etc.

16.1.7. Any other similar things beyond the control of the party, except court order/ court judgment/action of civic authorities.

Such Force Majeure occurrence shall be notified to the other party within 15 days of such occurrence. If such Force Majeure continues for a period of three months, the party notifying the ForceMajeure condition may be entitled to, through not being obliged to terminate this agreement by given a notice of 7 days to the other party and in such a case this interest free security deposit / performance security shall be refunded by DMRC to the Licensee after adjustment of outstanding dues, if any.

16.2. **Effect of Force Majeure Event:** Neither the Licensor nor the Licensee shall be considered in default or in Contractual/Agreement breach to the extent that performance of obligations is prevented by a Force Majeure event which arises after the Commencement Date. Upon the occurrence of such Force Majeure, the affected Party shall endeavour to continue to perform its obligations as far as reasonably practicable.

16.3. **Licensee's Responsibility:** If affected by such Force Majeure, the Licensee shall promptly notify the Executive of any proposals for overcoming the consequences of the Force Majeure, including any reasonable alternative means for performance, but shall not carry out these proposals without the consent of the Executive.

16.4. **Licensor's Responsibility:** If affected by such Force Majeure, the Licensor shall promptly notify the Executive and the Licensee of any proposals for overcoming the consequences of the Force Majeure.

16.5. **Resumptions:** The obligations under the Agreement shall be resumed as soon as practicable after the event has come to an end or ceased to exist.

In case of doubt or dispute, whether a particular occurrence should be considered an "event" as defined under this Clause, the decision of the Executive shall be final and binding.

16.6. **Optional Termination, Payment and Release:** If such Force Majeure continues for a period of three months, the party notifying the force majeure condition may be entitled to, through not being obliged to terminate this agreement by given a notice of 7 days to the other party and in such a case this interest free security deposit / performance security shall be refunded by DMRC to the Licensee after adjustment of outstanding dues, if any.

17. DISPUTE RESOLUTION:

GOVERNING LAW, DISPUTE RESOLUTION & ARBITRATION

GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of India.

17.1 Amicable Resolution

17.1.1 No legal action till Dispute Settlement Procedure is exhausted.

Any and all Disputes shall be settled in accordance with the provisions of Article 12. 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 12 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.

17.1.2 Notice of Dispute

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

17.1.3 Pre Conciliation Dispute Resolution Mechanism

Upon receipt of Notice of Dispute, the Director concerned shall review the Notice of Dispute along with the claims/disputes raised therein and try to amicably resolve the issue with the Bidder/ Licensee within ______ (30 or 60 days) of receipt of Notice of Dispute. If such claims/disputes remain unresolved, the same shall be examined by a committee comprising of three (3) Directors as per DMRC's Pre Arbitration Dispute Resolution Mechanism dated 10.12.2019. Director's Committee after examination of the case, shall put up its recommendations to MD for acceptance. If any of the dispute/claim still remains unresolved, the Bidder/ Licensee may seek for two stages of dispute resolution in succession, as detailed hereinafter.

17.1.4 Two Stages for Dispute Resolution

Disputes shall be settled through two stages:

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

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

17.1.5 Conciliation

If the efforts to resolve all or any of the disputes through Pre Arbitration Dispute Resolution Mechanism fail, then, either party shall refer the matter in dispute to conciliation within 60 days 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 then 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 a Conciliation Forum constituted in accordance with DMRC Guidelines for Conciliation dated 12.04.2022, wherein the Conciliation Forum shall consist of:

i Three (3) Conciliators in the event of large value disputes having financial implication of more than Rs. 2 crores;

ii Single Conciliator for small value disputes of up to Rs. 2 crores;

iiiSingle Internal Conciliator, for very small disputes of less than Rs. 50 lakhs, on specific request by Lessee.

Conciliation can be invoked before, during or after arbitration. The Conciliator shall assist the parties to reach an amicable settlement in an independent and impartial manner.

17.1.6 Conciliation Procedure

a) The DMRC shall maintain a panel of independent and impartial Conciliators, who shall be retired DMRC officials/ engineers of Government Departments or of Public Sector Undertakings or industry/legal experts. As regards Single Internal Conciliator, DMRC shall maintain a panel of conciliators, who are serving DMRC officials in HOD level or above with the proviso that he shall not have dealt with the Contract in dispute in the past. Out of this panel, a list of two (02) Conciliation Forums (Conciliation Forum may consist of 3 conciliators or single conciliator as mentioned above) shall be sent by DMRC to the Bidder/ Licensee within thirty (30) days from receipt of invitation/request for conciliation., Bidder/ Licensee shall choose one of the two (02) Conciliation Forums offered which shall be appointed by DMRC as Conciliation Forum in the case to take forward the process of conciliation andconduct conciliation proceedings in accordance with "The Arbitration and Conciliation Act, 1996" of India & amended by the Arbitration &Conciliation (Amendment) Act, 2015 and any statutory modification or re-enactment thereof.

Both, DMRC and Bidder/ Licensee shall represent through their senior management and not through hired legal personnel.

Conciliation process under this Clause shall be completed within a period of not more than three (03) months commencing from the date of reference made to the Conciliation Forum. In rarest of rare cases, if any dispute so merits, the said time period may be extended at the discretion of the Conciliation Forum, with reasons to be recorded in writing, for a further period of up to one (01) month.

The DMRC and the Bidder/ 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. This settlement agreement shall have the same status and effect as if it is an arbitral award on agreed terms on the substance of the dispute rendered by an arbitral tribunal under Section 30 of the Arbitration and Conciliation Act, 1996.

The Parties to the settlement agreement are to honor and implement the terms agreed under the settlement agreement. Parties are to undertake and complete all necessary actions for implementation of the terms of settlement within a period of thirty (30) days from execution of the settlement agreement, unless a different timeline not exceeding sixty (60) days is agreed upon in the settlement agreement. Further, all impending claims of the Parties, in connection with the dispute, before any arbitral and/or judicial forum(s) are to be withdrawn within the said thirty (30) days.

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.

17.1.7 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 that further efforts at conciliation are no longer justified, on the date of declaration; or

c) by a written declaration of the parties addressed 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.

All other expenses incurred by a party shall be borne by that party.

17.2Arbitration

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 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 Sr.GM/Contract on behalf of MD/DMRC at following address:

Office of Sr.GM/Contract
Delhi Metro Rail Corp. Rail Limited,
5th floor,A-Wing, Metro Bhawan,
Fire Brigade Lane, Barakhamba Road
New Delhi-120001
Tel: 012-23415838

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

17.2.1 Further, it is agreed between the parties as under:

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.

17.2.2 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 Sr.GM/Contract on behalf of MD/DMRC, the DMRC will forward a panel of 03 names to the Bidder/ Licensee The Bidder/ 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 Bidder/ Licenseefails 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 Sr.GM/Contract on behalf of MD/DMRC, the DMRC will forward a panel of 5 names to the Bidder/ Licensee. The Bidder/ Licenseewill 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 lessee within 30 days from the receipt of the consent for one name of the Arbitrator from the lessee. In case the lessee 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 lessee 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 lessee.

17.2.3 Qualification **and Experience of Arbitrators (to be appointed as per sub-clause 17.2.2 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.

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

17.2.5 Neither party shall be limited in the proceedings before such arbitrator(s) to the evidence or arguments put before the GM/PB /GM/PD /ED/PD (*strike over whichever is not applicable) for the purpose of obtaining his decision.

No decision given by the GM/PB /GM/PD /ED/PD (*strike over whichever is not applicable) 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.

17.2.6 It is agreed by both the Parties that in the cases where Arbitral Tribunal consists 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.

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

17.2.8 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.

17.2.9 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.

17.2.10 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.

17.2.11 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.

17.2.12 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.

17.3 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 execution of the award

17.4 Cost of Conciliation / Arbitration

The fees and other charges (including arrangement for proceedings) of the Conciliator shall be in accordance with DMRC Guidelines for Conciliation dated 12.04.2022 and for Arbitrators,

it shall be as per the scales fixed by the DMRC from time to time irrespective of the fact whether the Arbitrator(s) is / are appointed by the DMRC or by the Court of law unless specifically directed by Hon’ble Court otherwise on the matter. The said fees and other charges (including arrangement for proceedings) of the Conciliator/Arbitrators shall be shared equally by the DMRC and the Bidder/ Licensee. However, the expenses incurred by each party in connection with the preparation, presentation will be borne by itself. Conciliator’s Fees, The latest scale of fee & other charges fixed by DMRC are as per **Schedule D** enclosed.

17.5 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.

17.6Suspension of Work on Account of Arbitration

During the pendency of Arbitration/Conciliation proceedings, the Bidder/ Licenseeshall continue to perform and make due payments due to DMRC as per the Agreement**.**

SCHEDULE -D

(Part A)

Fees of the External Arbitrators dealing with Arbitration Cases

<table>
<tr><th>S.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 Rs. 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 Rs. 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">*The Fee will be payable separately for claims and counter claims with maximum ceiling of Rs.30 lakhs each (i.e. for claims and counter claims)</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 for consent of the Arbitrator.</td></tr>
<tr><td>2.</td><td>Secretarial Assistance & Incidental Charges (telephone, fax, postage etc.)</td><td colspan="2">Amount as directed by Sole Arbitrator/Arbitral Tribunal (to be equally shared by the parties) payable to Sole Arbitrator or Presiding Arbitrator only on behalf of Arbitral Tribunal, in cases where Secretariat Assistant/Personal Assistant is arranged by the Sole Arbitrator/Arbitrator 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, the Secretariat Assistant/PA shall be paid @ INR 3000/- per hearing/meeting held in DMRC premises based on certification by</td></tr>
</table>

		Sole Arbitrator or Presiding Arbitrator of Arbitral Tribunal.
3.	Other Expenses (actuals against bills subjected to the prescribed ceiling) applicable for the days of hearing only	
	i) Travelling Expenses	Economy Class (by Air), First class AC (by train) and AC Car (by road)
	ii)Lodging and Boarding	a) Rs. 15,000/- per day (in metro cities) b) Rs. 7,500/- per day (in other cities) c) Rs. 3,000/- per day, if any arbitrator makes their own arrangements
4.	Local Travel Charges	Rs. 2,000/- per day of hearing/ meeting
5.	Providing facilities of hearing rooms, for arbitration hearings & secretarial assistance etc.	Meeting Room shall be provided by DMRC, otherwise INR10,000/- per session of hearing/ meeting of Arbitration (One Session is of 2 hours).

Note:-

1. The above fee schedule will be applicable to all running cases also
2. Lodging, boarding and travelling expenses shall be allowed only for those members who are coming outside of NCR.

Delhi, Mumbai, Chennai, Kolkata, Bangalore and Hyderabad shall be considered as

(Part B)
Fees 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 Note:The fee shall be conveyed to Conciliator at the time of issuing the appointment letter.
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/- per case
5.	Other Expenses (actuals against bills subjected to the prescribed ceiling) applicable for the days of hearing only	
	i) Travelling Expenses	Economy Class (by Air), First class AC (by train) and AC Car (by road)
	ii) Lodging and Boarding	a) Rs 15,000/- per day (in metro cities) b) Rs 7,500/- per day (in other cities) c)Rs 3,000/- per day, if any arbitrator makes their own arrangements
6.	Local Travel Charges	Rs 2,000/- per day of hearing
7.	Providing facilities of hearing rooms, for arbitration hearings & secretarial assistance etc.	Meeting Room shall be provided by DMRC, otherwise Rs 5,000/- per day of hearing

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.**

(Part C)

Fees 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>Rs5,000/- per sitting (to be equally shared by both the Parties) subject to ceiling as prescribed below :
<table>
<tr><th>S.No</th><th>Amount of dispute (in `)</th><th>Ceiling limit (in `)</th></tr>
<tr><td>i)</td><td>Up to 1 Cr.</td><td>Rs25,000</td></tr>
<tr><td>ii)</td><td>1 to 10 Cr.</td><td>Rs50,000</td></tr>
<tr><td>iii)</td><td>Above 10 Cr.</td><td>Rs75,000</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>Rs5,000/- per Conciliator per case including counter claim</td></tr>
<tr><td>3.</td><td>Secretarial Assistance & Incidental Charges (telephone, fax, postage, messenger etc.)</td><td>Rs10,000/- per case</td></tr>
<tr><td>4.</td><td>Charges for publishing Settlement Agreement</td><td>Rs10,000/- per case</td></tr>
</table>

18. SERVICE OF NOTICES:

18.1. **Notice to Licensee**:

18.1.1. All notices to the Licensee, shall be served by post or telex or telefax or e-mail or by hand to the Licensee or his authorised Representatives. In case of notices delivered by post, they will be deemed to have been delivered after 7 days of dispatch.

18.1.2. The Licensee shall, on award of the License, furnish to the Executive, the name, designation, address and telephone, telex and telefax numbers and e-mail address of his representative referred to in Clause 4.3.

18.2. **Notice to Licensor and Executive:** All notices to the Licensor or Executive shall be served by post or telex or telefax, or by e-mail or by delivering by hand to the address nominated for the purpose.

18.3. **Change of Address: Either party to the Agreement may change its address by providing notice to the Licensor and all concerned parties.** .

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Format-1:

Handing Over Certificate and Taking Over Certificate of Licensed Space by DMRC

Handing Over Certificate

Date: __ ___20xx

Licensed Space as …………………. allotted at ___________________________ metro station _____________Line, Admeasuring _________Sqm, is handed over to the Licensee, through Sh/Smt./Ms.………………………of M/s. ……………………………………………… office at…………………………..on……………………….(date)……………………at……….(time), in the presence of representatives of Property Business Wing, E&M Wing, C&S Wing & Operations Wing.

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

Signature_________________________________		Signature_____________________________
Name____________ Desig__________ID________		Name_____________ Desig_____Emp_____
Licensee		Operations
Signature____________________________		Signature_____________________________
Name_____________ Desig_____Emp_____		Name_____________ Desig_____Emp_____
E&M		Works
Signature____________________________		
Name_____________ Desig_____Emp_____		
PB		

FORMAT-2

Taking Over of Certificate

Date: ………...20xx

Vacant possession of the License Space as …………………. Structure allotted near _________________________ of ______________ Line, Admeasuring …………Square meter is taken over by Authorised DMRC representative on ………………….. [Date]………………….[Time] from the Licensee through Sh/Smt./Ms.………………………of M/s. ……………………………………………… office at __________ in the presence of Property Business Wing, E&M Wing, C&S Wing & Operations Wing representatives.

Signature_________________________________		Signature____________________________
Name____________ Desig__________ID________		Name_____________ Desig_____Emp_____
Licensee		Operations
Signature____________________________		Signature____________________________
Name_____________ Desig_____Emp_____		Name_____________ Desig_____Emp_____
E&M		Works
Signature____________________________		
Name_____________ Desig_____Emp_____		
PB		

The Grant of License (Special conditions of License)

[Exclusive Advertisement Rights of all Indoor, Outdoor (STATIONS façade AND CIVIL STRUCTURE) and Trains ADVERTISEMENT RIGHTS (INSIDE & OUTSIDE) EXCLUDING EXTENDED LINE TRAINS & ALL STATION CO-BRANDING RIGHTS]

1. OBJECTIVES OF LICENSE

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

1.2. To maximize non-operational revenue stream of DMRC through advertisements;

1.3. Position Delhi Metro as a most sought-after location for advertising;

1.4. Provide value to the Corporate who advertises in Delhi Metro;

1.5. To promote Delhi Metro as a preferred choice for Property Development and commuter needs through Advertisement;

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

2. SCOPE OF LICENSE: EXCLUSIVE ADVERTISEMENT RIGHTS

2.1. Licensee shall have rights to design, procure, manufacture, fabricate, install, commission, manage, operate, maintain, inspect, maintaining safety, market and sublet advertising spaces / opportunities including product display at Metro Stations at its own cost, subject to the terms and conditions specified by DMRC.

2.2. **Indoor Station Advertisement**: Advertisement spaces inside metro stations may include all possible spaces including staircases, escalators, platform screen doors, turnstile, frisking panels/equipments, fixed/moveable panels, floor or roof branding, hallways, platforms, passage space, station inside facades, activation, feature ads, LCD and LED screens, stickers on pillars, naming rights, concourse areas, logo other than that of DMRC on the roof, elevator spaces, smart posters, visual display by electronic media (without audio), projectors/holography or any other innovative advertisement media, etc, subsequent to the approval of DMRC, as stipulated in this agreement. Advertisement inventory may include smart posters, QR codes/graphics, canopy, etc to advertise the e-commerce activities for generating business opportunities through on-line or off-line shopping. The list of Stations of Phase-IV is detailed at Annexure-1 Table-A & B (Priority Corridor & Remaining Corridor). .

The maximum area available for advertisements at each selected metro stations shall be 500 sqm, however at interchange stations it shall be 750 sqm. The Licensee shall accordingly propose their advertisement plans for prior approval by DMRC.

2.3. **Outdoor Advertisement on DMRC Civil Structure**: Outdoor Advertisement inventory shall include spaces outside Metro stations.

2.3.1. The list of stations is detailed at Annexure-1 Table-A (Priority Corridor) & B (Remaining Corridor).

2.3.2. All revenue generating advertising media on all outer surfaces of all Stand-alone metro station entrances/exits, piers, pillars of line, gantries, glass facades and including all outer surfaces of all stand-alone aboveground gathering halls.

2.3.3. Any new locations may also be jointly identified for outdoor advertisements subjected to approval of concern civic agency(s) or regulatory body under jurisdiction and their Outdoor Advertisement Policy, etc.

2.3.4. All revenue generating advertising media on outer surfaces and top of main buildings of elevated metro stations, pillars crossovers, facades, naming rights, digital formats, or emerging media options in the future.

2.3.5. The Outdoor Advertisement shall be subject to the terms and conditions mentioned in OAP-2017 as amended and replaced/modified/replaced by another/other Outdoor Advertisement Policy.

2.3.6. Outdoor Inventory will be subject to availability & feasibility, approval from local authorities such as MCD (if applicable), design approval from Design wing of DMRC.

2.4. **Train Advertisement**:

2.4.1. The present number of operational holding of trains and cars is placed at Annexure-1 Table-C.

2.4.2. Licensee shall be permitted to display advertisements inside Delhi Metro Trains at static/digital advertisement spaces/panels and on train exterior/interior for wrapping as per details given below. Advertisements on Route Maps and floor of Trains are not permissible.

2.4.3. Train Exterior Wrapping: Maximum number of train coaches/cars where exterior train wraps are permissible shall be subject to a limit of 10% of total train sets under operational holding of any make and configuration at the respective Line. However, additional racks/coaches (beyond 10% of total racks/coaches) may be allowed for outer wrapping on the request of licensee after due process.

2.4.4. Train Interior Wrapping: Inside wrapping of train coaches at designated areas shall be permitted. Initially 10% of total operational holding cars or upto all coaches of 3 trains, whichever is lower, shall be identified and approved by DMRC for internal wrapping in respective Operational Line. The scope of wrapping inside coaches shall be subject to following conditions:

(a) The creatives pasted by the licensee should not hide or diminish the basic information displayed for passengers in the coach. The Licensee should generally avoid printing their creatives in green colour as maximum information stickers inside metro coaches are in green colour.

(b) The allotted inventory should never be left blank by the Licensee. When not commercially utilised, the allotted space shall always be covered with DMRC related creatives, at the risk & cost of licensee.

(c) The adhesives and the material of the creatives used by the licensee should be of international standards.

(d) The licensee shall keep a margin of at least 03 inches from existing DMRC stickers, while pasting their creatives.

2.4.5. All revenue generating advertising media, owned and/or managed by the Licensor, in all inside-trains, train wraps, feature ads, LCD and LED screens, not limited to described but including additions in future which forms as revenue earner from any nature of advertising/communication, however the Licensee will be free to market similar activities.

2.4.6. <u>Static Advertisement Panels</u>: Presently, static advertisement panels are available for full screen advertisement by licensee. The maintenance of the static advertisement panels is to be done by the Licensee. Some static advertisement panels can be converted to digital advertisement screens by DMRC on the request of Licensee. The cost of conversion of static panels to digital advertisement screens shall be borne by the licensee. The maintenance of the digital panels being used by the licensee shall be done by DMRC at the cost of licensee, the lumpsum cost of which will be included in the maintenance/ service charges provided in the tender document i.e. **Rs. 3.00 Lakh per depot per quarter**, to be increased and escalated @ 5% after completion of every year of the License Period on compounding basis.

2.5. Advertising rights for advertisements shall vest with the Licensee only. Any persons / entity willing to advertise in the above advertisement spaces shall have to deal directly with the Licensee and DMRC shall have no dealing in this regard.

2.6. In addition to these spaces, additional spaces shall be identified by the licensee for maximisation of net advertising revenue & those spaces shall also form a part of this License Agreement for the purpose of Advertisement Rights.

2.7. **Station Co-Branding:**

2.7.1. Brand name and logo as approved by the DMRC to be prefixed/suffixed to the station name at all places wherever the station name is displayed at the station as "Brand Name Station Name" or "Station Name Brand Name”.

2.7.2. The licensee shall be entitled, at his own cost, to prepare a scheme and undertake the theme, design, layout, colour scheme/graphics and other features of the station that may be required to customise for branding and imparting a pleasing "Look and Feel" to the Station for the promotion of brand, subject to prior written approval of DMRC. The plan should be in tune with and not disturb the aesthetics/look of the station and the same shall be within the limit of permissible advertisement space as stipulated in this license. The branding display plan hence prepared must be in compliance to technical parameters of Outdoor advertisement policy/any other relevant state policy/EPCA guidelines/Directives given by Hon'ble courts, or any other prevailing policy.

2.7.3. In-train announcements on the public announcement system to suffix the brand name as train approaches the station. The audio shall be provided by Licensee in the format as demanded by DMRC.

2.7.4. At any given time, only one brand name from the above shall be displayed at the stations.

2.7.5. DMRC may permit change in brand name for prefix/suffix no less frequent than once a year, for which the Licensee shall have to seek formal written consent of the DMRC.

2.7.6. Neon signs of the brand logo/name to be put up at all entry / exit structures to the station.

2.7.7. Branding space at the concourse and platform levels, , staircases, elevators, lifts, platform screen doors, pillars, entry / exit gates, etc. within the overall advertisement space available under this License.

2.7.8. Painting of station areas with the colour theme of the brand including subtle brand motifs.

2.8. **Exception to Exclusivity**:

2.8.1. Station Co-Branding/Semi-Naming Rights for select stations separately Licensed by the DMRC, detailed at Annexure-1 along with applicable Scope of License.

2.8.2. Advertising Rights for the tunnel sections of which the Authority intend to License out separately.

2.8.3. Branding component of the Commercial Spaces licensed for Retail, Food & Beverage, ATMs, etc. Only branding of the product or service by commercial operators essential for their said business shall be allowed. Third party advertisement shall be allowed only after approval from DMRC.

2.8.4. Elements of other contracts for station & train wi-fi, ticketing, etc. which may be entered into by the DMRC shall also have elements of advertisement.

2.8.5. DMRC has provided contract for operation, regular cleaning & maintenance of toilet blocks with continuous serviceability round the clock and also for cycle stands along with advertisement rights (for area not exceeding 15 Sqm at each facility/metro station) on the toilet blocks/ cycle stand to the contractor. Presently, DMRC is providing advertising rights in toilet blocks to the contractors, which is exclusive from this contract.

2.8.6. DMRC has provided contracts for water ATMs where in water is made available to commuters along with advertisement rights (for area not exceeding 02 Sqm at each facility/ metro station) on the water ATMs.

2.8.7. DMRC may nominate some of the locations / stations of DMRC network for providing Art / Exhibition / event corner, wherein DMRC would be utilising a defined location at the station for displaying exhibits, artwork, etc, without any commercial consideration to the licensee.

2.8.8. DMRC may install / create any new inventory, panels, etc. for its partners, etc. without any commercial exploitation from the same which may be for displaying artwork/exhibition corner, other exhibits without any commercial consideration to the Licensee.

2.8.9. The licensee shall not be provided rights for advertising through wi-fi, mobile/radio signals on advertisement media not installed / owned by them, viz, mobile, tablet, etc. of commuters', DMRC staff, etc.

2.8.10. Co-branding Rights - DMRC may provide Co-Branding Rights at selected stations wherein the selected licensee would be allowed to prefix/ suffix, as applicable the brand name of approved brand with the existing name of the station, on civil structure of the station which are earmarked for Co-branding wherein indoor / outdoor advertisement rights are kept with the Co-branding licensee.

2.8.11. DMRC has provided/intends to provide spaces inside metro stations for display of handicrafts portraits, promotion of Heritage, Art & Culture, etc. The licensee shall be at liberty to identify other available spaces at these stations after excluding the space for display of these activities.

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

2.8.13. DMRC provides contract for providing dual display digital media signage / DMRC messages at ticket counters (TOM, CCC, TVM, TIM, CSM & GATE etc.) through LED, Triboards/Metro Guide Maps (MGMs), video wall, etc, wherein advertisement rights shall be provided to the contractor on this digital media on time sharing basis, whereby contractor would get time slot for advertisement on these digital media along with display of DMRC signage, information, messages, etc. These digital media would be licensed at inside or outside each Metro station.

2.8.14. Any new advertisement media having features to help or guide DMRC commuters upto 10sqm per station.

2.8.15. <u>In-train audio announcement rights and Tunnel Advertisement Rights</u>: The Scope of In-train audio advertisement rights and Tunnel Advertisement rights is excluded from the subject tender. DMRC may lease out as deemed fit.

2.8.16. Trains advertisement Rights [inside and outside] for extended line trains: The advertisement rights will be exclusive from the scope of subject tender.

2.8.17. Krishna Park Station- Krishna Park station of Phase-IV is already operational and inside and outstation advertisement rights of the said station have already been awarded to other licensees, hence the same is also excluded from the scope of this tender, however co-branding rights are included in the said tender.

2.8.18. Pitampura North and Vasant Kunj- The co-branding rights of Pitampura north and Vasant Kunj Metro stations of phase-IV are already awarded hence, the co-branding rights of these two stations have also been excluded from the said scope.

2.8.19. Retail Spaces for Co-branding: As per existing contracts for co-branding advertisement rights, 10 sqm of retail space is required to be provided to the licensee. The provision of retail space of 10sqm has been excluded from the scope of the current tender which was to be provided along with the co-branding rights.

3. LICENSEES' RESPONSIBILITIES:

3.1. Preparation of an advertising master plan which must clearly earmark exact locations and type of advertisement planned for each advertising site. DMRC shall consider the master plan with respect to aesthetics, operational feasibility, safety and security concerns. If the part of master plan is not approved by DMRC, Licensee is required to submit revised master plan for approval of DMRC. Further, at the time of every subsequent revision/modification of the master plan, Licensee shall obtain prior approval of DMRC.

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

3.3. The Licensee should submit the contents of the advertisements to be displayed in the Advertising Space (the "Advertisements") to DMRC for approval before displaying the Advertisements and approval/rejection of the same may be given within 7(seven) working days from the receiving date.

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

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

3.6. Management of sales & marketing of the advertising including providing adequate professionally trained manpower.

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

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

3.9. Create new innovative advertising opportunities inside metro stations including experiential marketing, product displays, and advertisements by visual aids, smart posters for use in e-commerce for on-line or off-line shopping purposes, etc.

3.10. Establishment of an office, at his own cost and space, with adequate trained and experienced team for responsibilities under this Agreement.

3.11. Obtain all approvals, permits, etc. from all competent and required authorities, including different tiers of government statutory, local, civic authorities, etc. at its own cost.

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

3.13. Provide regular data, similar commitments (including financials) and Net Advertising Revenue (received or receivables) to DMRC. The frequency of the dissemination of all information shall be on quarterly basis, on or before 10th of the following quarter.

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

3.15. Payment of all statutory taxes, local levies, statutory dues, etc.as and when due.

3.16. At present, Service tax on advertisement is not payable. However, if the service tax becomes payable in future, DMRC and Licensee shall bear the service tax on their share of revenue from the service tax collected from the customers.

3.17. The Licensee shall have to earmark up to 5% of total advertisement spaces at each station for carrying out social marketing activities or social messages by DMRC in consonance with its CSR policy. Cost for printing advertisements with regard to social marketing activities or social messages shall be borne by DMRC.

3.18. The Licensee may be permitted to carry out the advertisements by way of integrating the existing station signage’s for the purpose of optimisation of spaces inside metro stations, provided it has been approved by DMRC in the master plan.

4. LICENSE PERIOD:

4.1. License Period of the License Agreement shall be 15 [Fifteen] years from Commencement Date, unless otherwise terminated by DMRC or surrender by the Licensee.

4.2. **Commencement Date**: The Commencement Date shall be the date of first handover or deemed hand over of the advertising spaces, whichever is earlier, as mentioned in Scope of License.

4.3. **Handing Over of Advertisement Inventory to Licensee**: DMRC shall handover the Advertisement Inventory to Licensee in a gradual manner. Actual/Deemed Date of handover shall be recorded for commencement of minimum guaranteed Revenue/ License Fee.

4.4. License Period for any additional advertisement spaces handed over/allotted subsequently during the currency of the contract other than & including area mentioned in Scope of License will also be co-terminus with the original license period as per this agreement.

4.5. **Lock-In Period**: There shall be a lock in period of 3 [Three] years from the Commencement Date.

5. FITMENT/MORATORIUM PERIOD: 1ST YEAR HYBRID LICENSE FEES SHALL BE 50% TO ACCOMMODATE FITMENT PERIOD. LICENSE FEE:

5.1. **Proposed Revenue Model**: The proposed revenue model shall be **hybrid in nature**, i.e., based on Minimum Guarantee (MG) or Revenue Share, whichever is higher. The Licensee shall pay to DMRC either the Quoted MG or the applicable Revenue Share, depending on which is higher.

"ILLUSTRATION:

1. The advance quarterly MG for the 1st quarter, amounting to ₹ XXXX lakhs, shall be paid on or before the last date of the preceding quarter.

2. If, at the end of the respective three months, the Revenue Share payable to DMRC exceeds the advance MG amount, an invoice for the differential amount shall be raised in the last month of that quarter. Such excess shall be adjusted against the Revenue Share received by DMRC.

3. The advance quarterly MG amount of ₹ XXXX lakhs shall remain on account and will be rolled over to cover the MG obligation for the subsequent quarter(s). This process will continue until such time as the Revenue Share payable to DMRC in a given quarter is less than the applicable MG, in which case the rolled-over MG shall be adjusted to meet the shortfall.

(i) Minimum Guarantee [MG] [Bid Variable]: MG shall be quoted by bidders which will be over and above to the declared MG by DMRC. MG shall be escalated by 5% on 1st April every year. The first, 1st April shall be skipped if it is within 3 months of start of license agreement. 1st Year MG shall be 50% of quoted MG to accommodate fitment period. Therefore, no fitment period will be provided to the licensee. For each handover of section, the MG shall be increased in proportion of Kms with due escalation & subsequent concession of fifty percent (50%) of MG for 1st year for particular section will be applicable. MG will be payable in advance on quarterly basis.

(ii) Revenue Share: **A pre-decided revenue share of 50% in favour of DMRC for first 3 years shall be declared in Bid Document.**

(iii) Gross Revenue: The Gross Revenue shall be the sum of all revenue generated from Phase-IV network by the licensee, without considering/deducting any kind of expense incurred or to be incurred by the licensee.

(iv) First advance quarterly MG will be charged & **levied from the date of ROD**[ROD i.e. Revenue Operations Date, which refers to the date when a specific metro line or corridor begins passenger operations and starts generating revenue]

5.2. The Revenue share % shall be fix for first three (03) financial years which shall be 50% in favour of DMRC. For next every three (03) financial years, the revenue share of DMRC shall be increased by 2.5%, as shown below:

Year	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
DMRC Revenue Share(%)	50	50	50	52.5	52.5	52.5	55	55	55	57.5	57.5	57.5	60	60	60

Revenue Share shall be reconciled every Financial Year.

On the basis of quoted MG, per KM MG shall be calculated. **With ROD** of each section, the proportional MG shall be increased on per KM basis.

5.3. The License Fee shall commence immediately after handing-over of Licensed Spaces or on the deemed handover of the licensed space as per the License Agreement.

5.4. The Licensee agrees voluntarily and unequivocally to make all payments to DMRC as may be due before the due date, without waiting for any formal advice from DMRC.

5.5. **Gross Revenue**: The Gross Revenue shall be the sum of all revenue generated from Phase-IV network by the licensee, without considering/deducting any kind of expense incurred or to be incurred by the licensee. The licensee would share with the DMRC all the executed Advertisement contracts executed by Licensing along with the invoices raised and statement of the amount received under the said contracts along with the relevant correspondence exchanged between the Licensee and the Advertiser as also other documents as mentioned in the sub-clause below. Any dispute or pendency or dispute between the Licensee and Advertiser would not be a ground for non-payment of dues under the License Agreement to the DMRC.

5.6. DMRC shall reconcile the payments made by Licensee based on quarterly audited Gross Revenue Statement. DMRC shall finally reconcile the revenue share paid by the Licensee at the end of financial year based on annual audited Gross Revenue Statement. The annual payment to be made by the Licensee to DMRC as license fee shall be equal to Minimum Guarantee applicable for a particular year or DMRC's Annual Revenue Share from advertisement whichever is more.

5.7. Tax Invoice/Work order, etc. shall be signed by advertisers with the Licensee only. Licensee shall provide state wise sales data, copies of all invoices provided to the advertisers along with booking confirmation letters/release orders plus excel sheets/log sheets etc., which shall clearly mention the ad inventory licensed to the advertisers, between the various earmarked stations.

5.8. Over and above full access to the financial books, Licensee shall provide monthly MIS to DMRC for monitoring of agreements executed with clients/advertisers and revenue generated/booked.

5.9. **Revenue Share with MCD**:

(i)Outdoor Advertisement: Presently, 35% of revenue is being shared with MCD (Delhi) from outdoor advertising.
(ii)Co-branding contracts: As per existing terms of co-branding contracts, It is assumed that the value of outside advertisements is 15% of total Yearly License fees quoted by the bidder for the stations where indoor and outdoor inventory is given and 30% where only Outdoor inventory has been given. The revenue sharing with MCD for MCD areas, would be done at this value at 35%.

In this tender licensee will provide the actual revenue earned from different categories of advertisements such as Indoor, Outdoor, Co-Branding, Train indoor-outdoor and other type of advertisement, if any, in the prescribe format. Based on which MCD's revenue share for respective years will be calculated as per OAP-2017. This liability shall be borne equally between DMRC and the Licensee, i.e., fifty percent (50%) each. DMRC shall remit the entire payment to MCD/NDMC and adjust the Licensee's 50% share from the License Fee account

Illustration: If the actual revenue earned by the Licensee from outdoor advertisement is Rs.200, and DMRC's Revenue Share for the 2nd year is 50%, then:,

- DMRC's share of revenue = Rs.100.
- MCD/NDMC's share = Rs.35 (i.e., Rs.200 × 50% × 35%).
- This Rs.35 shall be shared equally by DMRC and the Licensee (Rs.17.5 each).
- Hence, the Licensee shall pay DMRC Rs.117.5 (comprising Rs.100 as DMRC's Revenue Share + Rs.17.5 towards MCD/NDMC share)

6. MANAGEMENT OF GROSS REVENUES & REVENUE SHARE

6.1. Each advertisement work order / commitment / arrangement by Licensee shall be entered by the Licensee only. Licensee shall submit to DMRC a copy of each advertisement work order (as per format given in Annexure-2) entered with their clients for advertising inside Delhi Metro before display of advertisement along with request for work permission. All extensions of the advertising work orders related to it shall be submitted to DMRC within 3 days of issuance of extension work order failing which it shall attract payment of twice the amount of specified in the work order to be paid to DMRC from the share of licensee.

6.2. **Escrow Account (<u>Mechanism of Revenue Sharing and its management</u>):**

1. All revenues and receipts accruing to licensing of advertisement of Phase-IV stations, shall be credited into the dedicated Escrow Account exclusively dedicated for the subject work only in the agreed Revenue Sharing Model in the License Agreement. This Escrow Account is to be opened with the mutually decided designated bank, by the bidder/ licensee at their own cost. The settlement in this escrow account shall be done by the bank as per the directives/ standing instructions of DMRC and bidder/ licensee. Fee of Escrow account and other formalities thereof, if any, will be in the scope of the bidder/ licensee along with management/ maintenance of the said Escrow Account.
2. All transactions/receivables shall be made available to DMRC for inspection/verification/ auditing.
3. In the initial phase of 6 months or the time by which the Escrow Account becomes active and operational, whichever is earlier, if an amount is being received in bank account of the bidder/ licensee to secure a customer, then the agreed revenue share of DMRC (i.e. 50% of the gross revenue) shall be subsequently transferred into the designated DMRC's account (i.e. Union Bank of India, Branch at F-14/15, Connaught Place, New Delhi-110001, IFSC Code-UBIN-0530786, MICR Code-11002-6006, Account No. 30780-11100-50003), on T+1 days basis, inviolably. Wherein, T is the day of transaction. In case of late payment, penal interest at the rate of 18% per annum on monthly compounding basis, shall be applicable. Chain of such transaction(s)/ account will also be made available to DMRC for inspection/verification/auditing along with the reconciliation of revenues with Advertisement.

   NOTE: As on date, all the payment is being received through CPP Portal of DMRC i.e. https://cpp.dmrc.org only.

4. Once the said Escrow Account is active and operational, no funds pertaining to the said work shall be credited into any other account of the bidder/ licensee or its parent company or any of its group entities.
5. Over and above full access to the financial books, bidder/ licensee shall provide monthly MIS to DMRC for monitoring of agreements executed with clients/advertisers and revenue generated/booked. The revenue may also be reconciled.
6. All revenues to be credited to the said Escrow Account and respective amount to be shared to DMRC and Agency shall be settled on T+1 working days basis unconditionally, wherein T is the day of transaction. This settlement will be done by bank as per the directives/ standing instructions of DMRC and bidder/ licensee.
7. Fee of Escrow account, if any, will be in the scope of the bidder/ licensee along with management/maintenance of the said Escrow Account.
8. DMRC will conduct monthly reconciliation with the bidder/ licensee according to the monthly Revenue generation report submitted by the bidder/ licensee. The bidder/ licensee shall provide audited financial statements every quarter. At the end of the year, audit of the accrued revenues shall be done, if required and the cost of audit shall be borne by DMRC & licensee (50:50).
9. The Escrow Account shall remain effective till all the accounts are settled after completion/termination of the Agreement tenure period. All revenues/deposits/inflows of any type or with any other name generated through rights under this Agreement shall be remitted into the Escrow account only. No cash transactions in Escrow Account are permitted.

NOTE:

These terms and conditions for management of revenue share supersede any other terms and conditions related to management of revenue share in the subject RFP/ Tender Document.

<u>6.2.1 Payment Terms:</u>

a. Minimum Gaurantee Amount of ₹__________/- per quarter (excl. applicable GST & other taxes), shall be paid by the licensee on advance quarterly basis. Further, the said Minimum Guarantee shall be escalated as per terms & conditions of License Agreement.

b. Any windfall gains during Agreement Period shall be shared in the same proportion of agreed Revenue Share as per terms & conditions of License Agreement. Licensee will pay the Minimum Guarantee/Revenue Share whichever is higher.

c. DMRC will conduct monthly reconciliation with the Bidder/ Licensee according to the monthly Revenue generation report submitted by the Bidder/ Licensee. The Bidder/ Licensee shall provide audited financial statements every quarter.

   At the end of the year, audit of the accrued revenues shall be done, if required and the cost of audit shall be borne by DMRC & licensee (50:50).

d. The Bidder/ Licensee shall share final details of revenue generated along with the corresponding invoice details by the 2nd of the month. DMRC shall issue its invoice to the Bidder/ Licensee by 5th of the said month for all the revenues accrued to it in the previous month so that the invoice is reported under GST to facilitate the credit of the respective GST thereon to the Bidder/ Licensee.

e. Any delay in submission of the revenue data or payment, leading to a delay in Invoicing and associated stipulations; will be borne by the Bidder/ Licensee for penalty & other consequences, if any. DMRC may adjust such penalties/ charges from the IFSD submitted by the Bidder/ Licensee during the currency of this Agreement.

6.3. **Submission of Audited Financial Statements**: The Licensee shall submit audited Net Advertising Revenue statement every quarter to DMRC latest by 10th day of following quarter. The Licensee shall also submit annual financial statements, by 31st May of following year, invariably. If the License fails to submit quarterly audited Net Advertising Revenue statement or annual financial statements by the due dates, DMRC reserves the right to charge a penalty upto Rs. 50,000/- per day. Persistent default in submission of the quarterly audited Revenue statements shall be treated as Material Breach of the Contract and Licensee's Event of Default that shall entitle DMRC to encash Security Deposit, and or to terminate the License Agreement after giving notice for 60 days in this case.

6.4. **Audit of Gross Revenue Statement**: An independent reputed audit firm shall be appointed by DMRC to audit the accrued revenues on monthly basis and the costs of such Auditor shall be shared 50:50 by the Licensee and DMRC.

6.5. If any manipulation of accounts is observed at any time, DMRC reserves the right to impose a minimum penalty amounting up to one month's License Fee. If DMRC is convinced that such manipulation is willful and has caused financial losses to DMRC or otherwise is indicative of "loss of integrity" of Licensee or where Licensee is found to be guilty of "Fraudulent/Corrupt Practices", DMRC shall be entitled to terminate the License Agreement, with seven days notice to the Licensee.

6.6. Inventory Management through online application, The licensee will provide/develop such application. DMRC will be provided with viewing and report generation rights to monitor.

7. INTEREST FREE SECURITY DEPOSIT / PERFORMANCE SECURITY

Licensee shall pay Interest Free Security Deposit /Performance Security to DMRC. The proposed IFSD will be equivalent to 50% of Annual MG [2qtr MG]. IFSD will be calculated in phase wise manner i.e. for Priority Corridor and Remaining corridor. Licensee will pay the IFSD for Priority Corridor on prorate basis (i.e. MG per km per month*Priority Corridor KM* 6) within 30 days of issue of LOA. However, licensee will pay the remaining IFSD for remaining corridor within 15 days from ROD i.e. in phase wise manner[ROD i.e. Revenue Operations Date, which refers to the date when a specific metro line or corridor begins passenger operations and starts generating revenue]. Individual sites shall be handed over to the successful bidder on the ROD only and MG will be payable accordingly. The Interest Free Security Deposit/ Performance Security shall be escalated by 20% on completion of every 3 (Three) Years on compounding basis. This may be read in conjunction with the Clause 12 of DLA regarding Additional Area.

8. INNOVATIONS, CREATIVITY AND PROCEDURE OF APPROVAL OF ADVERTISEMENT SPACES

8.1. Licensee shall be at liberty to choose the media, introduce any format, its design, type and carry out innovation and creativity to add value for maximisation of revenues, subject to the Scope of License for advertisement spaces under the License Agreement. Licensee may utilise state of art technology prevalent anywhere globally. All such advertising spaces are subject to approval by DMRC with regard to

8.1.1. operational feasibility,

8.1.2. aesthetics,

8.1.3. safety & security concerns.

8.2. Approval of Master Plan: Licensee shall submit advertising master plan for each station indicating type of media and its format, location of advertisement spaces, etc. for approval of DMRC. All the advertising sites proposed by the Licensee in the master plan shall be subject to approval by DMRC with regard to aesthetics, operational feasibility, safety & security concerns.

8.3. In this regard, a committee comprising of DMRC officials from various wings shall be formed for granting approval to master plan. The committee shall communicate its decision in writing within 15 (fifteen) working days from the date of submission of proposals by Licensee to DMRC for display of advertisements.

8.4. If the master plan does not conform to the requirement as mentioned in Para 8.1 above, DMRC may reject the plans/ proposals, duly specifying the reason(s) thereof. Licensee shall resubmit their plan / proposal after such modification and conforming to the requirement of DMRC for approval. Licensee shall only display the advertisements as per spaces approved in the above Master plan. No waiver of License Fee/MGR, due to rejection of plans by DMRC shall be entertained / granted.

8.5. If at any time during the term of this Agreement, and whenever the public interest of the DMRC operations so justifies, the Licensor may request to the Licensee to relocate any item of Advertising Equipment from the original location.

8.6. Licensor shall keep Licensee informed on a continuous basis, and as soon as it becomes aware of any and all events or planned events, which may request the relocation or removal of any Advertising Equipment.

8.7. If an Advertising Equipment item is to be relocated on operational grounds, Licensee shall find out an alternative site for the approval of the same from DMRC subjected to the technical/operational feasibility.

8.8. In case of relocation of Advertisement sites due to any reasons whatsoever, the licensee shall relocate the advertising equipment at the new agreed upon location, as per instruction of DMRC. All costs of relocation shall be solely borne by the licensee.

8.9. If any approvals are required to be taken from any local authority for display of the advertisement, the same is the sole responsibility of the Licensee. DMRC may assist in submission of application on written request from the Licensee.

8.10. **Specifications of External 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.

8.11. **Specifications for Inside Train Wraps**: The details of the material recommended for adhesive to protect paint peel off from FRP on the cost of licensee are as follow:

Sr.	Particulars	Durability	3M Adhesive details
1	Short Term interior applications	Upto 6 months	IJ56R PVC type which is accordance with EN 45545-2, R1 & R7 HL3
2	Intermediate interior applications	Upto 3 years	48C-20R+8050 OL Non-PVC type which is in accordance with EN 45544-2, R1 & R7 HL3
3	Long Term interior application	Upto 5 years	480mC with antigraffiti OL8993/8588 (Non-PVC)

9. FACTORS GOVERNING SELECTION OF PERMISSIBLE 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 authorised DMRC representative on the same:

9.1.1. The advertisement is not prohibited from carrying information or graphic or other items relating to alcohol and tobacco products.

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

9.1.3. 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.

9.1.4. 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.

9.1.5. 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.

9.2. In consideration of clause -9.1 above, the Licensee shall submit the contents of the advertisements to be displayed in the Advertising Space to DMRC for approval before displaying the Advertisements. DMRC shall conveyed its written approval/ rejection for the same within 7(seven) working days from the date of receiving the proposal of Licensee. No waiver of License Fee, due to rejection of proposal for contents of advertisement by DMRC shall be entertained / granted.

10. NEGATIVE LIST FOR SELECTION OF ADVERTISEMENTS:

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

10.1. Nudity

10.2. Racial advertisements or advertisements propagating caste, community or ethnic differences.

10.3. Advertisements of drugs, alcohol, cigarette, or tobacco items.

10.4. Advertisement propagating exploitation of women or child.

10.5. Advertisements having sexual overtone.

10.6. Advertisements depicting cruelty to animals.

10.7. Advertisements depicting any nation or institution in poor light.

10.8. Advertisements banned by the Advertising Council of India or by Law.

10.9. Advertisements glorifying violence.

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

10.11. Lottery tickets, sweepstakes entries and slot machines related advertisements.

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

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

10.14. The advertisement which are against the provisions of Law, Rule, Regulations and Orders as applicable in India.

11. MINIMUM MATERIAL SPECIFICATIONS

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

11.1.1. Frame work –SS 304

11.1.2. Backing sheet of G.I.

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

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

11.1.5. For underground stations of phase-III, Advertisement panels shall be backlit with LED

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

11.1.7. Advertising media to be made from Fire Retardant, Low Smoke, and Zero Halogen material.

11.1.8. For elevated stations frame finishes of Aluminium is also permissible.

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

11.2. The advertising media should be fire retardant, low smoke and comply with all Indian and international standards.

12. MAINTENANCE OF ADVERTISEMENT SPACES

12.1. The cost of preparation of the advertisements/media/inserts shall be borne solely by the Licensee. Licensee shall keep and maintain the advertisement media/panel in neat, clean condition and in safe & sound manner during all the time of License tenure. Any defective, week or corroded structure should be replaced immediately with new proper structure after due certification from reputed agency. 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 compensation.

12.2. 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 considered Licensees Event of Default that shall entitle DMRC to terminate the License Agreement with 30 days of written notice.

12.3. The Licensee is responsible for the clean appearance of its staff, and also its discipline and politeness.

12.4. The staff of the Licensee is subject in the entire Advertising Space to all regulations in force, and may, in the event of serious breach of such regulations, be deprived on a case by case basis of the respective access and identification card.

12.5. The Licensee shall indemnify and hold the Licensor harmless from losses incurred by the Licensee in connection with the death of or personal injury caused to any person resulting from the negligent installation, use and maintenance of the Advertising Equipment by the Licensee, its employees or sub-contractors pursuant to this Agreement, other than arising from the negligence of the Licensor, its employees or sub-contractors. The Licensor shall forthwith notify the Licensee of any matter coming to its knowledge, which may give rise to any liability of the Licensee.

12.6. The Licensee shall be responsible for any liabilities to any person arising from any act or omission of the Licensee, its employees or sub-contractors and not being the responsibility of the Licensor and the Licensee shall indemnify and hold the Licensor harmless from any losses which may be incurred by the Licensor in connection with any such responsibility of the Licensee.

12.7. The Licensee and its respective staff are subject, within the Advertising Space, to all rules, identification or other controls stipulated by the competent entities.

12.8. Access to stations for the purpose of placement of advertisements shall be regulated by the office of the Head of Department/Property Business and the Licensee is required to take necessary permissions in this regard from the office of Head of Department/Property Business as per extant policy of DMRC. It is clarified that the permission to the Licensee shall not be unduly denied.

12.9. Monthly joint inspection of each station will be conducted by DMRC officials and authorised representative of Licensee. Discrepancy noticed or instructions issued by DMRC shall be rectified / complied by the Licensee within a period of 7 (seven) days, failing which DMRC reserves the right to impose fine upto Rs.5,000/- per instance of discrepancy per week per station. Deliberate or wilful non-compliance of DMRC's written instructions for a period of 30 days shall constitute Licensee Event of Default.

12.10. The Licensee shall submit details along with contact detail of his authorised representative who shall become available at a desired Metro Station within one hour on a telephone call from DMRC for sudden inspection of Advertisements failing which inspection done by DMRC official(s) shall be final and binding to the Licensee. If during inspection, the advertisements at any station is found to be without submitting its work order to DMRC or taking it into the accounts, Licensee shall be liable to pay for such advertisements at maximum prevalent rate in addition to License fee. The licensee shall be liable to pay charges for unauthorised advertisement spaces applicable at that station from the first day of that quarter or from the date of previous monthly joint inspection in which the space was found as per approved plan whichever is later and shall be charged till the date of submission of the vacation certificate of that unauthorised occupancy duly verified by the concerned Station Manager or his authorised representative is submitted to DMRC or the unauthorised space is get approved from the DMRC whichever is later.

12.11. 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.

Annexure-I

Table: A

PRIORITY CORRIDOR			
Name of Corridor	**Name of Station**	**Station Type**	**Total**
Aerocity- Tughlakabad (23.622 Kms) (19.343 UG + 4.279 Elev) Line No 10 Golden Line	**Delhi Aerocity**	Underground	15 (11 UG + 4 Elev)
	Mahipalpur	Underground	
	Vasant Kunj*	Underground	
	Kishangarh	Underground	
	Chhatarpur	Underground	
	Chhatarpur Mandir	Underground	
	IGNOU	Underground	
	Neb Sarai	Underground	
	Saket G Block	Elevated	
	Ambedkar Nagar	Elevated	
	Khanpur	Elevated	
	Sangam Vihar - Tigri	Elevated	
	Anandmayee Marg Jn	Underground	
	Tughlakabad Rly Colony	Underground	
	Tughlakabad Station	Underground	
Jankapuri West-Ramakrishna Ashram Marg (29.262 Kms) (9.417 UG + 19.845 Elev) (Line No. 8, Meganta Line)	Krishna Park Extn**	Underground	22 (7 UG + 15 Elev)
	Keshopur	Elevated	
	Paschim Vihar	Elevated	
	Peeragarhi	Elevated	
	Mangol Puri	Elevated	
	West Enclave	Elevated	
	Pushpanjali	Elevated	
	Deepali Chowk	Elevated	
	Pitampura	Elevated	
	Prashant Vihar	Elevated	
	North Pitampura#	Elevated	
	Haiderpur badli Mor	Elevated	
	Bhalaswa	Elevated	
	Majlis Park	Elevated	
	Azadpur	Elevated	
	Ashok Vihar	Elevated	
	Derawal nagar	Underground	
	Ghanta Ghar	Underground	
	Pulbangash	Underground	
	Sadar Bazar	Underground	
	Nabi Karim	Underground	
	Ramakrishna Ashram Marg	Underground	
Mukundpur (Majlis Park) - Maujpur (12.318 Kms Elevated) (Line No. 7, Pink Line)	Yamuna Vihar	Elevated	8 (8 Elev)
	Bhajanpura	Elevated	
	Khajuri Khas	Elevated	
	Sonia Vihar	Elevated	
	Soorghat	Elevated	
	jagatpur Village	Elevated	
	Jharoda Majra	Elevated	
	Burari	Elevated	

*Vasant Kunj: Exclusive advertisement rights/co-branding rights will not be provided. Only Outdoor advertisement rights be provided.

**Krishna Park Extn: No inside & outside advertisement rights be provide. Only co-branding rights be provided.

North Pitampura: Exclusive advertisement rights/co-branding rights will not be provided. Only Indoor & Outdoor advertisement rights be provided.

Table: B

REMAINING CORRIDOR			
Inderlok-Indraprastha (12.377 Kms) (11.349 UG + 1.028 Elev)	**Inderlok**	Elevated	10 (9 UG + 1 Elev)
	Daya Basti	Underground	
	Sarai Rohilla	Underground	
	Ajmal Khan Park	Underground	
	Nabi Karim	Underground	
	New Delhi	Underground	
	LNJP Hospital	Underground	
	Delhi gate	Underground	
	Delhi Sachivalaya	Underground	
	Indraprastha	Underground	
Lajpat nagar- Saket G Block (8.385 Kms) (8.385 Elev) (Line No. 11, Golden Line)	**Lajpat Nagar**	Elevated	8 (8 Elev)
	Andrews Ganj	Elevated	
	Greater Kailash-I	Elevated	
	Chirag Delhi	Elevated	
	Pushpa Bhawan	Elevated	
	Saket District Centre	Elevated	
	Pushp Vihar	Elevated	
	Saket G Block	Elevated	
Rithala to Kundli Nathpur (26.463 Km) (26.463 Ele) (Line-1 new line, Red Line)	Rithala	Elevated	21 stations (excluding Rithala) (all are elevated)
	Rohini Sector 25	Elevated	
	Rohini Sector 26	Elevated	
	Rohini Sector 31	Elevated	
	Rohini Sector 32	Elevated	
	Rohini Sector 36	Elevated	
	Barwala	Elevated	
	Rohini Sector 35	Elevated	
	Rohini Sector 34	Elevated	
	Bawana Industrial Area-1 Sector 3,4	Elevated	
	Bawana Industrial Area-1 Sector 1,2	Elevated	
	Bawana JJ Colony	Elevated	
	Sanoth	Elevated	
	New Sanoth	Elevated	
	Depot Station	Elevated	
	Bhorgarh Village	Elevated	
	Anaj Mandi Narela	Elevated	
	Narela DDA Sports Complex	Elevated	
	Narela	Elevated	
	Narela Sector-5	Elevated	
	Kundli	Elevated	
	Nathupur	Elevated	

Table-C

S/N	Line	Phase	No. of Trains	No. of Cars
1	Line-1	Phase-I, II & III	39	312
2	Line-2		64	512
3	Line-3&4		74	592
4	Line-5		23	94
5	Line-6		44	264
6	Line-7		51	306
7	Line-8		29	174
8	Line-9		4	24
9	AEL (Airport Express Line)		8	48
10	Line-8 Extn	Phase-IV	24	144
11	Line-7 Extn		15	60
12	Line-10		13	78

NOTE: The details of remaining Phase-IV lines will be shared in due course of time.

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 advertisement rights inside tunnel sections of Line-2 (Yellow Line) of DMRC network to M/s____________ (herein after called "Licensee").
2. DMRC has agreed to provide to the Licensee, advertising spaces on "as is where is basis" in accordance to LOA No. _________________________dated ___________.
3. Therein after referred to as 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 advertising rights at selected tunnel sections of Line-2 of DMRC network for the duration of the License.
7. The Licensee is also required to make payments of License Fees & other dues as per contractual obligations and applicable taxes to DMRC.
8. The Licensee is required to also bear and pay all expenses, costs and charges incurred in the fulfillment of all its obligations under the License Agreement.
9. The Licensee is required to furnish an unconditional irrevocable Bank Guarantee for an amount of Rs. ______________ (Rupees ______________only) as a part of Interest free security deposit which is equivalent to Half Yearly license fee advertising rights at selected tunnel sections of Line-2 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 6(Six) month after completion of the License Period, or for such extended period as may be desired by DMRC, and as conveyed by DMRC to Bank.
5. In such case of renewal, the Guarantor shall renew the Bank Guarantee, sixty days prior to the expiry of validity of the Bank Guarantee and the process for extension of the Guarantee would be repeated till period of License Agreement is exhausted.

   Failure to extend the validity of Bank Guarantee at least sixty days prior to the expiry date of Bank Guarantee would lead to encashment of this Bank Guarantee as per the concept of extend or pay.

6. For last year of License period, the Licensee shall submit the Bank Guarantee valid for remaining License period plus six months and shall renew it, if required, till the final settlement of all accounts failing which the Bank Guarantee of the Licensee shall be invoked and en cashed by DMRC without any prior notice to the Licensee,
7. This Guarantee shall continue to be enforceable till all amounts under this Guarantee are paid. The said Guarantee shall be released by DMRC after the expiry of the License Period subject to fulfillment of all handover requirements by the Licensee, to the satisfaction of DMRC and further subject to adjustment for all damages suffered by DMRC.
8. This Guarantee is unconditional and irrevocable during the currency of BG till such time DMRC discharges this Guarantee by issuing a letter to the Guarantor in this behalf.
9. The Guarantor undertakes to pay the amount mentioned herein as Principal debtor and not a surety and it shall not be necessary for DMRC to proceed against the Licensee before proceeding against the Guarantor, notwithstanding the fact that DMRC may have obtained or obtains from the

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

10. The obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the License Agreement or other documents or by extension of time of performance of any obligations granted to the Licensee or postponement / non-exercise/delayed exercise of any of its rights by DMRC against the Licensee or any indulgence shown by DMRC to the Licensee, and, the Guarantor shall not be relieved from its obligations under this Bank Guarantee on account of any such variation, extension, postponement, non exercise, delayed exercise or omission on the part of DMRC or any indulgence by DMRC to the Licensee to give such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving the Guarantor.

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

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

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

14. The expressions "Bank" and "Licensee" hereinbefore used shall include their respective successors and assigns.
15. The Bank also agrees that this guarantee shall be governed and construed in accordance with Indian laws and subject to the exclusive jurisdiction of the courts at Delhi.
16. Partial and Multiple drawings/withdrawals are permitted under this bank Guarantee.
17. The Guarantor declares that it has power to issue this Guarantee and discharge the obligations contemplated herein and the undersigned is duly authorized to execute this Guarantee.
18. This guarantee shall come into effect forthwith and shall remain in force up to ____________ or the extended period if any and shall not be revoked by the Guarantor at any time without DMRC's prior consent in writing.
19. Notwithstanding anything contained hereinabove:
    a) Our liability under this Bank Guarantee shall not exceed and is restricted to Rs.________________(Rupees ____________ only).
    b) This Guarantee shall remain in force up to ______________.
    c) Unless the demand/claim under this guarantee is served upon us in writing on or before _____________ all the rights under this guarantee shall stand automatically forfeited and we shall be relieved and discharged from all liabilities mentioned hereinabove.

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

For and on behalf of the _____________ Bank.

Signature of authorized Bank official

Name: ____________________________

Designation: _______________________

I.D. No.: ________________________

Stamp/Seal of the Bank: ___________

Signed, Sealed and Delivered

for and on behalf of the Bank

by the above named _________________

In the presence of:

Witness–1

Signature _________________________

Name ____________________________

Address __________________________

Witness–2

Signature _________________________

Name ____________________________

Address __________________________

Annexure-IV

UNDERTAKING FOR PAYMENTS THROUGH RTGS/NEFT/ECS MODE

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

The license agreement between Mr./Mrs./Miss/M/s. _______________________ (name of the Licensee/ company/ party) and DMRC Ltd. executed on Dt.___________.

Lease out No. ____________ and Customer ID____________ (as mentioned in invoice).

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

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

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

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

Date: _____/______/________

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

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

NOTE: As on date, all the payment is being received through CPP Portal of DMRC i.e. https://cpp.dmrc.org only.

Annexure-IV (1)

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

1. Name and address of client/Licensee________________________________
2. Customer ID ____
3. Lease out No ____
4. Invoice No. and Date ______________________________________
5. Period of Invoice ____
6. Head/item wise details of payment to be submitted as described in the invoice

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

7. TDS registration No. of client/Licensee______________________________
8. S. Tax registration No. of client /Licensee____________________________
9. D.VAT registration No. of client /Licensee___________________________

Note: DMRC's authorized bank name and account No. to which payments to be made–**M/s Union Bank of India, Connaught Place Branch at New Delhi, IFSC code – IBIN0530786, MICR code – 110026006, A/c No. - 307801110050003**

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

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

To be filled by DMRC Officials

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

1.____

2.____

3.____

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

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

NOTE: As on date, all the payment is being received through CPP Portal of DMRC i.e. https://cpp.dmrc.org only.

Annexure-IV (2)

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

To,

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

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

Ref: 1.) The license agreement between Mr./Mrs./Miss/M/s.________________________ (name of the Licensee/company/party) and DMRC Ltd. executed on Dt.____ 2.) Lease out No. and Customer ID___________________ (as mentioned in invoice).

Sir,

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

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

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

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

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

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

To be filled by DMRC Officials

On the request for the ___________________________________(name of Licensee/ party/ company), they are allowed to deposit the payment via RTGS/ NEFT/ ECS mode in DMRC's authorized bank name and account No. to which payments to be made– **M/s Union Bank of India, Connaught Place Branch at New Delhi, IFSC code – IBIN0530786, MICR code – 110026006, A/c No. - 307801110050003**

*s*ubject 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

NOTE: As on date, all the payment is being received through CPP Portal of DMRC i.e. https://cpp.dmrc.org only.

Annexure-V

Rules and Guidelines for Release of Electric Power

1. Electric power required for commercial activity within footprint of metro station is required to be sourced from existing available source of DMRC at station, availing power supply from outside agencies in DMRC is not permitted. The disbursement of power at different stations shall be dealt with individually under separate connections.
2. The power supply connection released for commercial activity shall be from the available DMRC power network, which is reliable having adequate redundancy. DG supply will not be made available. The power fed shall be from normal source without backup network, licensees may however, provide UPS/ Inverter at their cost if they so desire. Installation of DG set is not permitted.
3. DMRC will attempt to provide electricity at the point nearest to location; licensee is required to pay the cost of electrical works required for extension of power from DMRC panel/ DB up to site on actual basis + DMRC service charges @ 15%. Alternatively, licensee may also undertake electrical work for extension of power from nominated source under DMRC supervision and complying all codal provisions listed DMRC specifications, upon payment of requisite fees of Rs. 10,000/- per feeder (one feeder with energy meter).
4. DMRC provides power supply up to leased premises on chargeable basis. For meeting the requirement following works shall be done:
   a) Supplying and laying including end termination of suitable size (rating suitable for allowable electric load) LT FRLS cable (from source to nearest point) as per standard specifications.
   b) Supplying and laying of meter box, pre-paid energy meter and MCB for extending the power. Pre-paid energy meters require periodic recharge if timely recharge is not done then electric supply is automatically disconnected.
5. Licensee shall extend power supply from this Meter box at their own cost. Please find attached list of approved makes and specifications to be complied for carrying out electrical works inside leased premises, Annexure-V (A). Licensee is also required to comply with necessary provision for fire safety in accordance with stipulations attached at Annexure-V (F). The work executed by licensee shall be inspected by DMRC representative for ensuring compliance of specifications / stipulations of contract.
6. At the end of the contract (pre-mature surrender/termination, natural completion, etc.) all cable, pre-paid meter, connected software, etc. shall be sole property of DMRC. The licensee voluntarily and unequivocally agrees not to seek any claim, damage, compensation or any other consideration whatsoever on account of time and costs associated, in making provision of electricity.
7. Mode of power supply: If licensee desires they may seek temporary or permanent connection. Temporary connection is given for limited time i.e. 30 days.
8. Permanent connection is given after ensuring all safety compliance and completion of electrical and fire safety works in leased premises in all respect.
9. During tenure of temporary power supply Rs.100/- per week per KW or part thereof shall be charged over and above applicable tariffs.
10. In case of failure to convert, the temporary connection to permanent within stipulated time, temporary connection charge shall be doubled. Format of application for temporary and

permanent connection and lists of documents required are attached at Annexure-V (B) & V (C).

11. TARIFF: Rate of electricity shall be charged from licensee at whom concerned DISCOM would be charging, had they obtained electric connection from them.

Annexure-V-A

SPECIFICATIONS FOR ELECTRICAL WORKS

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

2. For Elevated station load up to 10 KVA shall given in single phase & in case of underground stations load up to 5KVA shall be given. Load above this shall only be given in three phase. License is required to balance load at their end so that no unbalancing occurs at DMRC end.

3. Cables up to 6 Sq.mm. will be of Copper conductor and above 6 Sq.mm. Aluminum conductors may be used. However in case of underground station, use of Aluminum conductor cable is not allowed. Cables for single phase shall be three core, with one core as earth. For three phase load four core cables along with separate 2 nos. of 8 SWG GI wires shall be used for earthing. For underground stations, 2 separate earth wire of 8 SWG copper conductors shall be used.

4. For elevated stations all wires shall be FRLS. Cables shall be armoured, XLPE, FRLS. In case of Underground stations all wires and cables shall be armoured, XLPE FRLSZH and conform to NFPA-70, BS-6724 & BS6724.

5. The meter box along with MCB & ELCB box will be metallic and without any holes. DP MCB & ELCB is required for single phase supply. TPN MCB and ELCB is required in case of three phase. ELCB, cables, MCB rating for main connection shall be as per table- E-1.

6. Use of any PVC material is not permitted in the underground stations.

7. Licensee will provide their proposed protection philosophy with proper discrimination with upstream breaker and seek approval from DMRC.

8. Specification for all materials / works must follow the standards, codes and specifications as used by DMRC in the E&M works. If any item/ equipment/ work is not covered in standards, codes and specifications of DMRC, then the same has to be procured / installed from reputed manufacturer/ make in line with relevant IS/IEC standard with prior approval of DMRC.

9. In case, the Licensee draws power more than the sanctioned load, electricity connection may be disconnected. The electricity connection will be restored on first occasion only when Licensee pays necessary penalty as per DERC norms and removes excess load. On the subsequent occasion, DMRC reserves the rights to revoke the license and forfeited the interest free security deposit.

10 Only Galvanized Cable tray, Conduit, Cable Ladder shall be allowed.

11 Internal wiring of luminaries (Light Fittings) and Signage in signage's panel shall also be FRLSZH in case of UG stations.

12 All Plastic accessories used in luminaries shall be non-flammable material, meeting all the NFPA requirements, preferable by UV and shall be suitable for application at UG station conforming to UL – 94 standards on flammability of material.

TABLE: E-1 (Rating of Electric items)

	Power Requirement (KVA)	**Rating of MCB (A, 10kA)**	**Rating of ELCB (A, mA)**	**Cable Size Copper (Sq.mm.) DB to Licensee premises**
VATED STATION	0 - 0.1	0.5	16, 30	1.5
	0.1 - 0.2	1	16, 30	1.5
	0.2 - 0.5	2	16, 30	1.5
	0.5 - 0.7	3	16, 30	1.5
	0.7 - 0.9	4	16, 30	1.5
	0.9 - 1.2	5	16, 30	1.5
	1.2 - 1.4	6	16, 30	1.5
	1.4 - 2.3	10	16, 30	2.5
	2.3 - 3.7	16	16, 30	4
	3.7 - 4.6	20	25, 30	4
	4.6 - 7.4	32	32, 30	6
	7.4 - 9.2	40	40, 30	10
	9.2 - 10.0	50	63, 30	16
UNDER GROUND STATIONS	0 - 0.1	0.5	16, 30	3 Core x 4 Sq. mm (for single phase)
	0.1 - 0.2	1	16, 30	(for single phase) 3 Core x 4 Sq. mm
	0.2 - 0.5	2	16, 30	3 Core x 4 Sq. mm (for single phase)
	0.5 - 0.7	3	16, 30	3 Core x 4 Sq. mm (for single phase)

LIST OF APPROVED MAKES

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

Annexure-V- B

FORMAT OF APPLICATION FOR POWER SUPPLY

SN	ITEM		DETAILS
1	Name of the Licensee	:	
2	Station	:	
3	Reference to allotment letter (Copy to be attached)	:	
4	Load Requirement (KW)	:	
5	Details of submission of Advance Consumption Deposited as per load	:	
6	Details of Cable installed along with earthing (Make and rating) Attach cable test report	:	
7	Details of MCCB/MCB installed(make and rating)	:	
8	Details of ELCB installed (make and rating)	:	
9	Details of MDI / TOD Energy meter installed (Make and rating) Attach Original Meter Test Report	:	
10	Please confirm whether lockable meter box with earthing has been provided and sealed by DMRC representative	:	
11	Attach Cable layout plan(submitted by License & signed by concerned E&M supervisor)	:	Attached / Not Attached
12	Attach Electrical Declaration as per Annexure V-D1/D2 on Rs.100/- Non-judicial Stamp paper	:	Attached / Not Attached
13	Attach Electrical Installation Test Report {In stipulated format as per Annexure-V(E)} signed From Electrical contractor holding valid license	:	Attached / Not Attached

PROCEDURE

1. After ensuring completion of all electrical works as per stipulations and completion of all safety requirements i.e. Fire safety, clearance by local fire service etc., Licensee shall apply to concerned PB department in above form.

2. Electrical Department and Fire Department shall carry out inspection at site and if found complied, permanent electric connection shall be released.

Annexure-V-C

DECLARATION

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

(Duly Notarized)

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

OR

________________________ , a company incorporated under the provision of the Companies Act 1956, a sole proprietorship, a partnership having its registered office at ________________________________(hereinafter referred as "Applicant", which expression shall unless repugnant to the context or meaning thereof, include its successors and assigns), do hereby swear and declare as under:

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

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

The Applicant hereby agrees and undertakes:

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

All applications for load enhancement by the Applicant would be dealt with by DMRC as a new connection and DMRC would follow the procedure as in the case of a new connection.

7. That DMRC shall have the right to recover the fixed charges due as per applicable tariff for the remaining contracted period in case the contract is terminated prior to the expiry of the contracted period.
8. That all the electrical work done within the Applicant's premises including wiring, power outlets and gadgets are used and maintained properly for guarding against short circuits/fires and are as per the Indian Electricity Rule, 1956 and other applicable laws, statutory provisions and standards in force at the time, and indemnify DMRC against any loss accrued to the Applicant on this account. Further, the Applicant agrees that if there is any harm/loss to the property of DMRC or to any other third party due to fault in the electrical work, outlets or apparatus within the premises of the applicant, all the loss shall be borne by the Applicant.
9. That specification for all materials / works will follow the standards, codes and specifications as used by DMRC in the E&M works. If any item/ equipment/ work is not covered in standards, codes and specifications of DMRC, then the same will be procured / installed from reputed manufacturer/ make in line with relevant IS/IEC standard with prior approval of DMRC.
10. To pay DMRC all costs and expenses that DMRC may incur by reason of a fresh service connection being given to the Applicant.
11. To indemnify DMRC against all proceedings, claims, demands, costs, damages and expenses that DMRC may incur by reason of a fresh service connection given to the Applicant.
12. To be bound by DMRC's conditions of supply, and all applicable acts and rules.
13. That DMRC shall not be responsible for any interruption/diminution of supply.
14. **Others**

    14.1 Licensee will have to provide a Low voltage switch-board with MCBs& ELCB's of required capacity with Electronics Static Energy Meters having provision of MDI, TOD etc. of required capacity at their cost conforming to relevant BIS standards and of approved make along with test certificate shall be arranged by the applicant. The meter shall be installed and sealed by DMRC, either within the premises of the applicant or at a common meter room/board. Applicant shall not tamper with or disturb the meter in any manner whatsoever, and shall be responsible for its safety.

    14.2 DMRC shall provide supply, if available, at one fixed point as per DMRC plan. All cabling work to tap off the supply from the fixed point and to avail it within their premises shall be done by the applicant in line with scope of work provided by DMRC. Approval to the layouts/schemes/details shall be taken from DMRC O&M wing.

    14.3 Only FRLS /FRLSZH cable of required size shall be used for tapping off supply from DMRC fixed supply to Licensee premises in rigid GI Conduit pipe in line with specifications of Electrical works provided to applicant by DMRC.

    14.4 Licensee will also do wiring within their shop/stall by using GI conduit or fire resistance PVC casing/capping. The Licensee shall use FRLS /FRLSZH copper wire of the required size in line with specifications of Electrical works provided to applicant by DMRC (the wiring scheme, the type of wiring, size of wires, various loads, plug point, light fan etc. shall be as per DMRC's approval).

14.5 DMRC will provide Power Supply of single phase, 230V, 50Hz for maximum connected load up to 10KW in line with specifications of Electrical works provided to applicant by DMRC. Electrical load requirement exceeding above will be given on 3-phase, 415V, 50 Hz subject to availability.

14.6 Licensee shall be given only normal power supply available in station premises. Licensee may use suitable voltage stabilizers and power factor correction equipment as per their requirement. DMRC shall not be providing any standby power supply from station DG set or UPS.

14.7 Licensee shall not be permitted to use any standby Diesel Generator Sets. Licensee will only be the permitted to use standby UPS/Inverter system will also be taken as a part of total connected load.

14.8 The Total Demand Load& Total Connected load shall be treated as same. Licensee will have to pay applicable demand charges as per the Total Connected Load Only.

14.9 Licensee shall use Energy efficient lighting& shall provide proper Lighting fixtures, Lamps, Electronic Ballast etc. Licensee shall provide uniform & good illumination level not less than 100 lux in any case.

14.10 Licensee shall use Brand/make Electrical wiring and switch gear items in line with specifications of Electrical works provided to applicant by DMRC. The Electrical Contractor/agency at Licensee's cost shall carry the entire work. DMRC's representative may inspect and supervise the work.

14.11 Licensee shall provide proper earthing connection as per the applicable standards and shall terminate the same to the DMRC's Distribution Board or to any other place as directed by the DMRC. Installation Test Report issued by licensed electrical wiring contractor in the prescribed format (available with the application form) and countersigned by the applicant shall be submitted by the Licensee. Every shop/ property Development area must have enough Fire Extinguishers as stipulated.

14.12 Licensee will not be allowed to provide Room Heating appliance of any kind.

14.13. The power shall be supplied normally at the rate of 0.5kVA/Sq.Mtr. of space licensed out. Minimum load to be given shall be 2 KVA on which the demand charges as applicable shall be paid by the Licensee. Additional power up to 10 kW on single phase and thereafter on three phase system if required by the Licensee will be supplied subject to availability at an additional cost and conditions to be stipulated by DMRC.

14.14. In case, Licensee draws power more than the connected load, their electricity connection shall be disconnected. The electricity connection will be provided back on first occasion only when Licensee pays necessary penalty as per State ERC norms and removes excess load. On the subsequent occasion, DMRC reserves the right to revoke the license and forfeit the interest free security deposit.

14.15 In case, the Licensee is found misusing Electricity or tampering with the Energy meter, a token penalty of Rs. 1000/- will be charged from him along with disconnection of power supply. Reconnection of power supply will be done only after charging Rs. 100/- as reconnection fee and clearance of all dues duly obtaining approval of Competent Authority of DMRC.

15. That the Applicant shall have no objection at any time to the rights of DMRC to supply energy to any other consumer from the service line or apparatus installed on the Applicant's premises.
16. That the supply shall be used for the purpose that it has been sanctioned by DMRC and shall not be misused in any way to serve any other purposes.
17. That the supply shall not be extended/sublet to any other premises.
18. That the Applicant's industry/trade has not been declared to be obnoxious, hazardous/pollutant by any Government agency and that no court orders are being infringed by grant of applied electricity connection at the Applicant's premises.
19. That DMRC shall be at liberty to adjust the electricity consumption charges along with any other charges against the consumption deposit paid by the Applicant, in the event of termination of the agreement prior to the expiry of the contracted period or in case of any contractual default.
20. That DMRC shall be at liberty to transfer the dues remaining unpaid by the Applicant, after adjusting the advance consumption deposit, to other service connections(s) that may stand in the Applicant's name.
21. To allow clear and unencumbered access to the meters for the purpose of meter reading, maintenance, inspection, checking, testing etc.
22. That DMRC shall be entitled to disconnect the service connection under reference in the event of any default and /or non-compliance of contractual and / or statutory requirements, and/or in consequence of legally binding order by statutory authority (ies)/court of Law, without prejudice to the DMRC's rights to exercise its rights under law including that of getting its due payments as on the date of connection. The Applicant undertakes to pay penalty imposed by DMRC on its own discretion for the damages caused to the leased property on account of any default or non-compliance of any statutory requirements.
23. That all details furnished in this Requisition form are true to the Applicant's knowledge. If any information is found incorrect at a later date, the company will have the right to withhold/disconnect supply, as the case may be, and forfeit the advance consumption deposit.
24. The applicant acknowledges and accepts that the relationship of the applicant with DMRC is not that of a consumer and a Licensee but that of a commercial arrangement where the applicant has taken on lease/license premises of DMRC and the Electricity connection is being provided as a part of the above arrangement.

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

Date:
Place: Signature of Applicant (Full name)
Signed and delivered in the presence of:

Witness 1
Signature___________________________
Full Name___________________________
Complete Address ____________________
Phone No.___________________________

Witness 2
Signature_____________________________
Full Name____________________________
Complete Address______________________
Phone No.____________________________

List of Documents to be submitted along with Declaration.

1. Installation Test Report issued by licensed electrical wiring contractor in the prescribed format (available with the application form) and countersigned by the applicant. {FORMAT annexure}

2. Proof of allotment of the space/area leased out by DMRC in the form of the following:

   a) Allotment/possession letters, Lease deed

   b) General Power of Attorney together with proof of ownership of the executor. {Applicable in case of company}

Annexure-V-E

ELECTRICAL INSTALLATION TEST REPORT

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

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

I will be responsible on behalf of Licensee for non-compliance of any of the above.
Copy of my valid electrical Contractor license is attached.

Seal & Signature of the Licensee

Seal & Signature of Electrical Contractor

(Holding Valid License)

Annexure-VI

LIST OF ABBREVIATIONS USED IN THE TENDER DOCUMENT

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

Annexure-2

Actual revenue earned from different categories of advertisements

(On the Letterhead of the Statutory Auditor)

Month & Year: ________

S/N	Type of Advertisement	Actual Revenue Earned (INR)	Remark (if any)
1	Indoor (Station)		
2	Outdoor (Station)		
3	Co-branding (Station)		
4	Train Indoor (New Lines)		
5	Train Outdoor (New Lines)		
6.	Others (if any)		
Total			

Signature and Seal of the

Statutory Auditor clearly

Indicating their membership number

Note: All the documents or certifications which are provided by CA after 01st-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.

FDR Format
(On the letter head of the Bank)

Date: DD/MM/YYY

To,

The General Manager/Property Business

Delhi Metro Rail Corporation Limited

Metro Bhawan, Fire Brigade Lane,

Barakhamba Road.

New Deihi-11 0001

Dear Sir/ Madam.

Sub: Issuance of FDR ………….………. Amounting to ₹……..……. Valid till ………..…

It is hereby certified that FDR bearing number…………………... dated……….……. Amounting to ₹……………..…..(amount in figure and words) has been issued by ……………………….. (Name of the Bank) branch address…………………………………….……… the maturity value is ₹……….. on dated ……..……

The FDR has been issued on the request of M/s ………………………………...... (Name of the contractor) under the contract No-………………. This FDR can be redeemed without involving the contractor M/s ………………………….. (Name of the contractor) on demand of M/s Delhi Metro Rail Corporation Limited.

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

This FDR has been issued by authorised signatory of the bank.

For or on behalf of ………………… (Name of the Bank)

Signature……………………………

Name………………………………..

Designation…………………….………

Stamp of Bank…………..………..

E-mail ID of Bank Branch…………..………..

Phone No. of bank Official…………..………..

DRAFT ESCROW AGREEMENT

THIS ESCROW AGREEMENT is made on the ________________________day of__________2025 among The **Delhi Metro Rail Corporation Limited**, a joint venture of the Government of India and the Government of the National Capital Territory of Delhi, having its registered office at Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi 110001 (hereinafter referred to as "DMRC" which expression shall unless repugnant to the context include its successors and assigns) of the First Part,

AND

________________________ a Company Incorporated under the provisions of the Company Act, 1956**/2013**, having its registered office at______________ (hereinafter referred to as the "_________" which expression shall unless repugnant to the context include the successors and permitted assign) of the second Part.

AND

A banking company organized and existing under the Laws of India and having its head office at_ and having its branch office at and also in other parts of Delhi (hereinafter referred to as the "Escrow Agent" which expression shall unless repugnant to the or meaning thereof include their successors and permitted assign) of the Third Part.

RECITALS

A. WHEREAS DMRC and the bidder/ licensee have entered into an agreement dated______________**2025** (hereinafter referred to as "Agreement") pursuant to which DMRC has granted to the Bidder/ licensee for licensing of advertisement , on revenue sharing basis.; a copy of the Agreement signed between DMRC and the bidder/ licensee is attached to this Agreement.

B. AND WHEREAS to provide security to DMRC and to have the first and paramount charge over all the receivables that the Bidder/ licensee is entitled to claim or receive from the advertisers/ clients, the BIDDER/ LICENSEE has agreed to open the escrow account in terms of this Escrow Agreement.

C. AND WHEREAS it is provided in the agreement dated____________**2025** that the BIDDER/ LICENSEE shall, within initial 6 months of the contract period, shall identify a Nationalized/Scheduled Bank acceptable to DMRC and open an account in terms of the Escrow Agreement to be signed between the BIDDER/ LICENSEE , DMRC and the Bank and that the Escrow Agent shall be instructed to remit to DMRC ____ of the amounts deposited in the Escrow account on daily basis.

D. AND WHEREAS DMRC and the BIDDER/ LICENSEE have agreed to appoint Bank(the Escrow Agent) and the said bank has agreed to act as the Escrow Agent to hold and administer monies deposited in the Escrow Account and to transfer such monies in accordance with the terms of this Agreement read with the BIDDER/ LICENSEE Agreement.

NOW THIS AGREEMENT WITNESSETH AS UNDER:

1. At the instance of the BIDDER/ LICENSEE , the Escrow Agent has opened a Escrow Account being Account No.__________________________with__________(branch) solely for the proposes of this Agreement and to duly secure the interest of DMRC. DMRC and the BIDDER/ LICENSEE hereby appoint___Bank(address)and____________
   Bank hereby accepts the appointment as the Escrow Agent in respect of the amounts deposited in the Escrow Account and to hold and administer the proceeds in the said Escrow Account in accordance with the terms and conditions contained herein.
2. The BIDDER/ LICENSEE hereby unconditionally and irrevocably agrees to receive and deposit all receivables of whatsoever nature from licensing all types of advertisement in Phase-IV of DMRC network, on revenue sharing basis into the Escrow account with the Escrow Agent.
3. The BIDDER/ LICENSEE shall not give credit or make any adjustment against the receivables for any payment due from the BIDDER/ LICENSEE .
4. The BIDDER/ LICENSEE hereby acknowledges and undertakes not to open or establish any another account other than the Escrow Account with any Bank or Body Corporate for the receipt/deposit of the receivables for licensing all types of advertisement in Phase-IV, on revenue sharing basis.

5. The BIDDER/ LICENSEE shall ensure that no other person is authorized to utilize or appropriate any part of the receivables received from the subject Agreement.

6. The Escrow Agent has an irrevocable authority to remit and the Escrow Agent shall direct the due remittance to DMRC the amounts becoming due from the BIDDER/ LICENSEE to DMRC under the Agreement as per the claims made by DMRC from time to time and ______ of the amounts deposited in the Escrow Account.

7. So long any amount is outstanding to DMRC from the BIDDER/ LICENSEE as per the Claims made by DMRC, the amounts in the Escrow Account shall not be utilized for any other purpose other than for making outstanding payments to DMRC. After due discharge of all the amounts outstanding to DMRC, the Escrow Agent shall allow the balance amount to be utilized by BIDDER/ LICENSEE only till such time further amount becomes due from BIDDER/ LICENSEE to DMRC as per the Agreement and/or the claims made by DMRC.

8. The BIDDER/ LICENSEE shall not create any charge over the receivables including the amounts in the Escrow Account and also the actionable claims against the persons who are allowed to utilize advertisement, on revenue sharing basis, in favour of any person including in favour of the banks or lending institution over-riding or otherwise adversely affecting the interest of DMRC.

9. The Escrow Agent shall compute and maintain records of all the transactions and the copies of such records shall be made available to DMRC as sought from time to time.

10. Names and specimen signatures of the officials of DMRC and the BIDDER/ LICENSEE authorized to issue notices under this agreement duly attested are annexed. Changes, if any, in the said authorization will be advised to the Escrow Agent from time to time.

11. The DMRC and the BIDDER/ LICENSEE both declare that notwithstanding anything to the contrary herein, this agreement is neither intended nor shall be construed, as an amendment or modification to this Agreement.

12. Except as otherwise expressly provided elsewhere in this Agreement, all notices and/or communications which are required and remitted to be in writing shall be sufficient if delivered by Registered Post/Speed post/courier/telegram and addressed on the addresses given hereunder:

i) DMRC
"General Manager/Property Business,
3rd Floor, A Wing, Metro Bhawan,
Fire Bridge Lane, Barakhamba Road,
New Delhi-l10 001"

ii) BIDDER/ LICENSEE
Director/Founder
(Name & address of the BIDDER/ LICENSEE)

iii) Escrow Agent Chief Manager,
(Name & address of the Bank Branch)

13. All the parts of this Agreement shall be governed and construed in accordance with the Indian Laws and the parties hereby irrevocably submit to the exclusive jurisdiction of the courts in Delhi.

14. No variation of this agreement shall be valid or effective unless agreed to in writing by all the parties.

15. The BIDDER/ LICENSEE shall obtain, maintain and comply with *all* authorization, agreements and consents for operation of the Escrow Account at its own cost and pay any taxes, fees, charges or duties including stamp duty or registration fees as may be required from time to time without raising any debit in the Escrow Account.

16. The BIDDER/ LICENSEE shall indemnify the Escrow Agent against any financial liability, which may arise while the Escrow Agent discharges his duties and functions as per the Tripartite Agreement to be signed with the Escrow Agent.

17. This agreement shall be effective on the date of execution of this agreement, however the obligation of the Parties hereto shall commence from (date). This agreement shall be co-terminus with the Agreement dated ___**________2025**, unless otherwise terminated with the mutual consent of the Parties; save and except that all dues of the DMRC should have been fully paid/discharged. No variation of this Agreement shall be valid or effective unless agreed.

18. **In consideration of the services provided by it**, the Escrow Agent shall be paid by BIDDER/ LICENSEE **the sum of** Rs._______ /- per month. The BIDDER/ LICENSEE shall be liable and responsible to pay the charges to the Escrow Agent **and the Escrow Agent shall not have any claims against DMRC for the same**.

19. The BIDDER/ LICENSEE , DMRC and the Escrow Agent hereby agree and undertake not to disclose any information relating to the provisions of this Agreement to any third party or use the information for any purpose not related to the Project except with the prior written consent of the other parties.

20. The rights of the DMRC under this Agreement shall be in addition and without prejudice to all other rights DMRC has under the Agreements.

21. All terms used in this agreement not expressly defined herein shall have the meaning assigned thereto in the Agreement.

IN WITNESS WHEREOF THE, PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

For and on behalf of DMRC by:
(Signature)
(Name)
(Designation)

For and on behalf of the BIDDER/ LICENSEE by:
(Signature)
(Name)
(Designation)

In the presence of
1)
2)
3)

दिल्ली मेट्रो रेल कॉर्पोरेशन लि०
DELHI METRO RAIL CORPORATION LTD.
(भारत सरकार एंव दिल्ली सरकार का संयुक्त उपक्रम)
(A JOINT VENTURE OF GOVERNMENT OF INDIA AND GOVT. OF DELHI)

MASS RAPID TRANSPORT SYSTEM

SUSPENSION/ BANNING POLICY
(AUGUST' 2019)

DELHI METRO RAIL CORPORATION LTD.
METRO BHAWAN, FIRE BRIGADE LANE,
BARAKHAMBA ROAD, NEW DELHI 110001

Delhi Metro Rail Corporation Ltd.
3/8/19

PREFACE

1. The need for comprehensive Suspension/ Banning Policy encompassing all relevant matters and guidelines on Banning Business with erring and defaulting Bidder/ Contractor/ Supplier/ Purchaser/ Consultant/ Licensor/ Service Provider/ DMRC approved Sub-contractor/ Vendor of a Contractor has been felt for a long time. Accordingly, the Suspension/ Banning Policy'2019 has been prepared.

2. The Policy has been prepared generally in line with the guidelines issued by other government departments/ PSUs etc. on the issue of Banning Business Dealings with Bidder/ Contractors etc.

3. Though an earnest effort has been made to incorporate all the relevant matters pertaining to banning, if any discrepancy/ deficiency is found in the policy, the same must be brought to the notice of Tender Cell.

4. The Policy will be applicable for all Tenders floated and all Purchase Orders/Contracts placed by DMRC

5. Provision in the Policy will prevail, if there is a conflict in provision in the Policy vis-à-vis a Circular issued earlier on the subject.

6. Provision of international funding Agency will prevail, if the bidding guidelines of the international funding Agency provide for the same.

7. Sincere compliments to all officers and staff who have contributed in preparation of this manual.

8. The Policy has approval of MD.

Delhi Metro Rail Corporation Ltd.

23/8/19

Suspension/Banning Policy

CONTENTS

Delhi Metro Rail Corporation Ltd.

1.0 INTRODUCTION:

1.1 Delhi Metro Rail Corporation Ltd. (DMRC) deals with various Agencies, who are expected to adopt ethics of highest standard and a very high degree of integrity, transparency, commitments and sincerity towards the work undertaken by them, in the course of various procurement of Goods, Services, Works etc. It is not in the interest of DMRC to deal with any Agency who has committed deception, misrepresentation, fraud or other misconduct of whatsoever nature in the Tendering process and/or during Contract execution processes and/or after the execution of the Contract.

1.2 While participating in the Tender and performing under a Contract, the Agencies are required to meet high standard of integrity and adherence to the terms and conditions of the Tender/Contract. In case any Agency fails to meet the high standard of integrity or committed misconduct or fraud or anything unethical, the Agency shall be put on Suspension / Banning List for specific periods in order to deter the Agencies from committing such defaults. Such decisions shall be taken after following a laid down process. Before issue of orders of banning of business to an Agency, a Show-cause Notice shall be served and any representation, if submitted by the Agency, shall be considered.

2.0 SCOPE OF THE POLICY

2.1. This policy shall be applicable to all Tenders / Contracts of DMRC. The tender documents (General Conditions of Contract, Sub-Clause 4.33) provide that DMRC shall have the rights to Suspend or Ban Business Dealings with any agency if the Agency has been found to have committed misconduct or fraud or any unethical act not expected from a reputed Agency.

2.2 DMRC reserves its right to Suspend or Ban Business Dealings with any Agency, if such Agency is found to have committed misconduct or fraud or any of its action(s) fall into any such categories as laid down in this Policy.

2.3 The procedure of (i) Suspension (ii) Banning of Business Dealings of Agencies has been laid down in this Policy.

2.4 The Policy viz. "Policy for Suspension / Banning of Business Dealings" shall also be displayed on DMRC website.

2.5 The provisions of this Policy supersede and will have overriding effect on all earlier guidelines, procedures & Circulars issued for the similar purpose.

2.6 This Policy comes into force from the date of its issuance.

2.7 The provisions of this policy will be effective on investigations conducted or misconduct/ irregularities noticed on the part of any Agency in all Tenders / Contracts being processed / awarded on or after the date of implementation of this Policy and in the Contracts under execution or Contracts completed, on the date of the implementation of this Policy.

3.0 DEFINITIONS:

(i) **"corrupt practice"** means the offering, giving, receiving or soliciting of anything of value to any officer/employee of DMRC or Engineer or to any other person to influence in the procurement process or in Contract execution and/or after the execution of the Contract.

(ii) **"fraudulent practice"** means a concealment or misrepresentation of facts in order to influence a procurement process or during the execution of a Contract and/or after the execution of the Contract, which may or may not be to the detriment of the Employer and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition and further includes concealment or misrepresentation of facts leading to breach of any of the Contract condition during execution of the Contract which may or may not be to the detriment of the Employer.

(iii) **"Collusive practice" means** amongst Bidders (prior to or after bid submission) a scheme or arrangement designed to establish bid prices at artificial non-competitive levels and to deprive DMRC of the benefits of free and open competition.

(iv) **"Coercive practice"** means impairing or harming or threatening to impair or harm directly or indirectly, any Agency or DMRC or its employees/ consultants or its property, to influence improperly the actions of an Agency or DMRC or its employees/ consultants, obstruction of any investigation or auditing of a Procurement/ Contract process.

(v) **"Agency"** shall mean Bidder/Contractor/Supplier/Purchaser/Consultant/Lessee/ Concessionaire/Licensor/Service Provider/DMRC approved Sub-contractor/ Vendor of a Contractor to whom work has been awarded. It shall include, but not limited to, a Public Limited Company or a Private Limited Company, a firm whether registered or not, any individual, a Cooperative Society or an Association or a Group of persons engaged in any commerce, trade industry, or constituents of an incorporated/ unincorporated Joint Venture Company, Consortium etc.

(vi) **"Tender"** shall mean all or any Tender and shall include Enquiry, Request for Quotation and Notice Inviting Tender.

(vii) **"Contract"** shall mean all or any Contract awarded to an Agency and shall include Purchase Orders/Works Contracts/Service Contracts/ Leasing Contracts/ Consultancy Contracts etc.

(viii) **"DMRC"** shall mean Delhi Metro Rail Corporation Ltd.

(ix) **"Competent Authority" and "Appellate Authority"** shall mean the following:-

a) Concerned Director/ DMRC i.e. the functional Director in whose jurisdiction the case falls, shall be the **"Competent Authority"** for suspension / banning of business dealings.

b) Managing Director/DMRC for the said purpose shall be the **"Appellate Authority"** in respect of such cases.

(x) **"Initiating Authority":** Shall mean the person(s) such as Engineer-In-Charge (EIC) or the designated in-charge or concerned procurement department, designated to act for and on behalf of DMRC for the discharge of their duties in execution of the Work/Project/Job/Role, procurement of Works/Goods & Services, and shall include but not be limited to Chief Project Managers/ HODs.

(xi) **"Banning"**: Shall mean officially debarring or forbidding an Agency from participating as Vendor/ Supplier/Contractor etc. with DMRC, for its requirement related to all Tenders / Contracts. Business dealings with an Agency may be banned if it violates/ infringes the provisions of this Suspension/ Banning policy of the DMRC. Banning shall be for a period ranging from one year from the date of issue of Banning Order or Suspension Order (if suspension imposed on the agency) and upto five years.

(xii) **"Suspension":** Business dealings with an Agency may be suspended in 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 the business with the Agency pending detailed enquiry for Banning of Business Dealing. Suspension shall be for a period upto six months from the date of approval of decision of Suspension.

(xiii) **"Nodal Department"** means office of CGM/Contracts for maintaining, updating and publishing the list of Agencies with whom DMRC has decided for Suspension/ Banning of Business Dealings.

4.0 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:

(i) **Suspension of Business Dealings:** Suspension of Business Dealings with an Agency on the grounds mentioned in para 5.0 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.

(ii) **Banning of Business Dealings:** Banning of Business Dealings can be initiated on the grounds mentioned in para 5.0 below. However, in the following cases Banning shall be ordered without following the procedure of Suspension / Banning (elaborated in para 6.0 below).

(a) 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.

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

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

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

Delhi Metro Rail Corporation

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

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

(iv) 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.

5.0 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 (Preference to Make in India), Order No. P-45021/2/2017-B.E-II provided in Tender document.

6.0. PROCEDURE OF SUSPENSION / BANNING OF BUSINESS DEALINGS

Initiating Authority shall submit the case / proposal along with all relevant papers and documents to the Competent Authority. The proposal shall state a brief background of the case, the action proposed and all the supporting documents, including a note from Initiating Authority. The Competent Authority may refer back to Initiating Authority for clarification or direct to take no action or may direct to initiate;

Delhi Metro Rail Corporation Ltd.

(I) Process of Banning (without any Suspension)

(II) Immediate Suspension and initiate process of Banning

The Competent authority, shall constitute a Committee of minimum 03 (three) Senior Officers (HOD level of DMRC) who shall give their recommendations within a period of 3 months.

(I) BANNING WITHOUT ANY SUSPENSION:

(i) The Committee constituted as above shall examine the case in detail and prepare a Show-Cause Notice to be issued to the Agency. The Show-Cause Notice shall indicate clearly and precisely the charges/misconduct which should be based on facts (which can be proved) as distinct from mere allegations. Statement containing the imputation of misconduct or misbehavior may be appended to the Show-Cause Notice. The Show-Cause Notice shall be vetted by the legal department. Same shall be forwarded to the Nodal Department for obtaining the approval of Competent Authority before issue to the Agency. Proforma of Show-Cause Notice is attached at Annexure-I.

(ii) The concerned Agency shall be given 2 (two) weeks time from the date of issuance of Show Cause Notice for submission of its response. In case, the Agency requires some documents in respect of Show Cause Notice, the same may be provided promptly by DMRC. However, such request should be entertained only once. In case, the Agency seeks additional time, reasonable extension for response to Show-Cause Notice may be given.

(iii) If the Agency requests for a hearing, the same shall be granted by the Committee.

(iv) Representation or response received from the Agency to the Show-Cause Notice shall be forwarded by the Nodal department to the Committee. The Committee shall examine the reply from the Agency and make its recommendations in favour of Banning of Business Dealings or otherwise and submit the same for approval of Competent Authority. Proposed duration of banning shall also be clearly mentioned.

(v) If no reply to Show-Cause Notice is received from the Agency within the specified period, the committee may draw its recommendations ex-parte and submit to Competent Authority. However, the fact that no reply was received to the Show-Cause Notice should be clearly indicated in the final communication to the Agency.

(vi) In case, the Competent Authority approves for Banning of Business Dealings, a draft Banning Order shall be prepared by the Committee. The above draft Order of Banning of Business Dealings shall be vetted by legal department with reference to Show-Cause Notice. Same shall be forwarded to Nodal department for obtaining approval of Competent Authority before issue to the Agency.

(vii) The Banning Order shall be uploaded on Intranet and a copy of updated Banning List shall be provided to ED/CC for putting on DMRC website. A proforma for intimation of Banning order to Agency is attached (Annexure-II).

Delhi Metro Rail Corporation Ltd.

(viii) The period for which the Banning would be operative shall be mentioned in the Banning Order.

(ix) The Banning process shall be completed within a period of 4 months from initiation of case by concerned Initiating Authority. In exceptional circumstances only, it may be allowed up to six months.

(II) IMMEDIATE SUSPENSION WITH BANNING

(i) Suspension of Business Dealings with an Agency 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 firm.

(ii) The Suspension Order cum Show-Cause Notice shall be prepared by the Initiating Authority in line with para 6.0 (I) i) above and duly vetted by the legal department. Same shall be forwarded by the Nodal Department for obtaining the approval of Competent Authority before issue to the Agency. A proforma for Suspension Order cum Show-Cause Notice is attached (Annexure-III).

(iii) Suspension Order cum Show - Cause Notice shall be uploaded on Intranet with and a copy of updated Suspension List shall be provided to ED/CC for putting on DMRC website.

(iv) The Order of Suspension would operate for a period not more than six months, however same may be extended till the time process of banning is concluded with the approval of competent authority.

Further process of Banning will remain same as elaborated in para 6.0 (I) (ii) to (viii)

7.0 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 which shall be recommended by the Committee. The Banning period will be inclusive of period of Suspension if imposed on the Agency. The period of banning can exceed 3 years but not more than five years in extreme specific cases to safeguard the interest of DMRC. Period of banning for various eventualities/ irregularities is appended in Annexure 'A'.

8.0 ACTION AGAINST AGENCIES IN RESPECT OF AN ONGOING TENDER/CONTRACT WHERE THE AGENCY HAS INDULGED IN CORRUPT, FRAUDULENT, COLLUSIVE AND COERCIVE PRACTICE.

8.1 The irregularities noticed during the evaluation of Bids:

(a) **During Technical Evaluation:** If it is observed that the Bidder has indulged in committing irregularities like corrupt/ fraudulent/ collusive/ coercive practice or is in violation of any provisions of this Suspension/ Banning policy of the DMRC; the DMRC shall reject the Bid of such Bidder, and also forfeit the tender security submitted by the bidder. Further, the Bidder shall be put on the Suspension / Banning List after following the due process as elaborated in para 6 above.

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(b) During Financial Evaluation: If it is observed that the Bidder has indulged in committing irregularities like corrupt/ fraudulent/ collusive/ coercive practice or is in violation of any provisions of this Suspension/ Banning policy of the DMRC; the DMRC shall reject the Bid of such Bidder. If such Bidder happens to be the lowest evaluated Bidder, the Tender shall be scrapped and retendered. The Earnest Money Deposit (EMD)/ Bid Security submitted by such Bidder shall be forfeited. Further, the Bidder shall be put on the Suspension/ Banning List after following the due process as elaborated in para 6 above.

8.2 The irregularities noticed after the award of Contract:

(a) During execution of Contract:

If the Contractor is found to have indulged in one or more of the grounds stated in para 5.0 above or for any other good and sufficient reason, in respect of ongoing Contract, such Contractor shall be put on Suspension or Banning List of DMRC after following the due process as elaborated in para6.0 above.

The Work/Services/ Supply and payment may be suspended. The action shall be initiated for putting the Agency on Banning List.

After following the due process, where it has been concluded that irregularities have been committed, the Order/Contract may be terminated. In case of termination of Contract, the Performance Security submitted by the Contractor shall be forfeited. Any payment due to the Contractor for work already executed and accepted shall be payable after adjustment of any amount due from the Contractor as per the provision of the Contract. In this case, no Risk and Cost Clause will be applicable.

In exceptional circumstances, the Contractor may be allowed to complete the job in case it is considered that the Work/ Supply is of critical nature and discontinuity of Contract shall have adverse effect on Operation/ Project Completion/ Revenue generation. The approval for allowing the Agency to complete the Supply/ Work to be obtained from competent Authority. After the approval for continuing with the Contractor, job will be executed and payment shall be made as per the provision of Contract. The Performance Security of such Agency shall not be forfeited for violation of the provisions of this Suspension/ Banning policy of the DMRC. However, the Agency shall be put on Banning List after following due process of banning.

(b) The irregularities noticed after execution of the Contract during Defect Liability Period:

If it is found after execution of the Contract, but before releasing of Performance Security that the Contractor has indulged in corrupt, fraudulent, collusive and coercive practice or any irregularities as stated in para 5.0 above, such Agency shall be banned for future Business with DMRC after following the due process. The Performance Security submitted by the Contractor shall be forfeited.

(c) The irregularities noticed after Defect Liability Period:

If failure of a structure / part of a structure / major failure of equipment, is caused after defect liability period due to engineering deficiency or inferior quality of

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execution or design deficiency or poor quality of execution by the Agency as stated in para 5.0 above, such Agency shall be banned for future Business with DMRC after following the due process of banning.

9.0 ACTION AGAINST AGENCIES PARTICIPATING IN JV/CONSORTIUM:

In case, any member of a JV/Consortium is found to have indulged in one or more grounds stated in para 5.0 above or for any other good and sufficient reason, in a particular Tender which is under process or in a particular Contract which is under execution and/or after the execution of the Contract, shall be dealt in the similar manner as described in para 6.0 of this Policy. The action regarding banning can be taken against all members even if irregularity is committed by an individual member against the particular Tender in process or in a particular Contract under execution and/or after the execution of the Contract.

10.0 EFFECT OF SUSPENSION/BANNING ON OTHER ONGOING TENDERS/ CONTRACTS:

No enquiry/ Bid/ Tender shall be entertained with a party as long as the "Agency" name appears in the Suspension / Banning List.

i. If an Agency is put on Suspension / Banning List, it shall not be considered for any future tender for which last date of submission of tender falls during the Suspension/Banning Period.

ii. If an Agency who is Suspended / Banned, is already executing other Orders/ Contracts where no irregularities are committed, the Agency shall be allowed to continue till completion of the job including any increase in scope of work which are purely incidental to the main scope of work.

iii. Further, in case the Agency is Original Equipment Manufacturer (OEM) / Supplier / Service provider, the procurement of spare parts and certain services may be continued with the Suspended / Banned Agency for operational reason, with specific approval of the Competent Authority.

11.0 APPEAL AGAINST DECISION OF SUSPENSION/BANNING:

i) The Agency if not satisfied with the decision of Suspension / Banning, may file an appeal to the Appellate authority giving full justification within 30 days from the date of issuance of Suspension / Banning Order.

ii) The appeal should be disposed off within 45 days from the date of filing. The Appellate authority shall pass a suitable order affirming, amending, remanding, modifying, setting aside the order of Suspension/ Banning which shall be communicated through the Nodal department to the Agency and the nodal department shall put on Intranet and provide a copy of updated Suspension List / Banning List to ED/CC for putting on DMRC website, the changes if any in Suspension/ Banning.

iii) Pending Order against the appeal, the Suspension/Banning Order shall continue to be in force.

iv) No Appeal is permitted in case an Agency has been Suspended/Banned based on Ministry's advice.

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12.0 REVOCATION:

12.1 An order for Banning/ Suspension passed for a certain specified period shall deemed to have been automatically revoked on expiry of that specified period, provided no new evidence for continuation of Banning is taken on record and Suspension Period is extended and it will not be necessary to issue a specific formal order of revocation, except that an order of Suspension/ Banning passed on account of doubtful loyalty or security consideration shall continue to remain in force until specifically revoked.

12.2 A Banning/ Suspension Order, on are view may be revoked by the Appellate Authority if he/ she is of the opinion that the disability already suffered by the Agency is adequate in the circumstances of the case.

13.0 The flow chart of entire process of Suspension/Banning is placed as Annexure-B.

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Annexure-I
(Show Cause Notice)

MEMORANDUM

M/s .... are hereby informed that Delhi Metro Rail Corporation Ltd (DMRC) has placed the following order(s) on them for the execution/supply of works/ materials/ equipment:

Name of Work:

Contract No. and Date:

Cost of Work:

It has been observed that M/s .... indulged in the malpractices/irregularities as detailed below:

i The said M/s ....

ii ....

iii ....

Under the circumstances, DMRC proposes to ban/suspend business dealings for a period of .... with M/s .... and also their constituent members (In case Agency is a JV/Consortium). M/s .... are hereby given an opportunity of showing cause against the action proposed to be taken.

Any representation which M/s .... may make in this regard will be considered. Such representation should be made in writing and submitted so as to reach the undersigned not later than .... In case no representation is received by the date mentioned above, it will be presumed that M/s .... have no representation to make against the proposed action and a final decision shall be taken on merit.

Receipt of this Memorandum may please be acknowledged.

Signature..

Name..

Designation & Address...........................

(For & on behalf of DMRC)

To,

M/s ....

[In case Agency is a JV/ Consortium, the copy of Show-Cause Notice shall also be given to all the constituent members of JV/Consortium for their information]

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Annexure-II
(Proforma for intimation of Banning Order to the Party)

BY REGD. POST /SPEEDPOST/COURIER

No. Date:................

To, M/s [If the Agency is a
JV/Consortium, mention the name &
address of all constituent members of
JV/Consortium] ....

Sub: Banning Order i.e. Intimation of Banning of Business Dealing.

Dear Sir,

WHEREAS, a Show Cause Notice was served to you vide letter No.__________ dated ______

WHEREAS, in spite of the opportunity given to you, you have failed to Show Cause as required/ your reply to the Show Cause Notice* (and documents and documentary evidence submitted in support of your reply) has /have been duly considered.

(Order: either to agree or rebut the reply furnished by Agency allegation wise)

After considering the allegations made in the Show Cause Notice/ your reply to the Show Cause Notice* (and documents and documentary evidence furnished in support thereof) as cited above, it has been decided to ban Business Dealings with you i.e. you will be debarred from participating in any tender in DMRC for__ years effective from the date of issue of this Order*/ date of issue of Suspension Order*.

You may file an appeal against the Banning Order to the Appellate Authority within 30 days from the date of issue of this Order.

Yours faithfully,

For & On behalf of Delhi Metro Rail Corporation Ltd

*Strike out if not applicable

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Annexure-III
(Proforma for intimation of Suspension Order to the Party)

BY REGD. POST/ SPEEDPOST/ COURIER

No. Date:…………

To,

M/s………………………………………………

Attn:
Shri………………………………………………

Sub: Suspension of Business Dealings cum Show-Cause Notice.

Dear Sir,

Prima facie it is found that you are guilty of committing [mention the eventuality / misconduct or fraud or anything unethical] and, it has been decided to suspend Business Dealings with you i.e. you will be debarred from participating in any tender in Delhi Metro Rail Corporation Ltd. for a period of six months effective from the date hereof.

Further, you are required to Show Cause in writing within 15 days from the date hereof as to why there should not be Banning of Business Dealing with you and you be debarred from participating in any Tender with Delhi Metro Rail Corporation Ltd. for a period of [mention the period] for the following reasons:

(Give Reasons)

Your reply (if any) should be supported by documents and documentary evidence which you wish to rely in support of your reply.

If you fail to reply to this Show Cause Notice within the time and manner aforesaid, it will be presumed that you have nothing to say and we shall proceed accordingly.

Your reply, if any, and the documents/documentary evidence given in support shall; be taken into consideration prior to arriving at a decision.

Yours faithfully,

For & On behalf of Delhi Metro Rail Corporation Ltd.

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Annexure 'A'

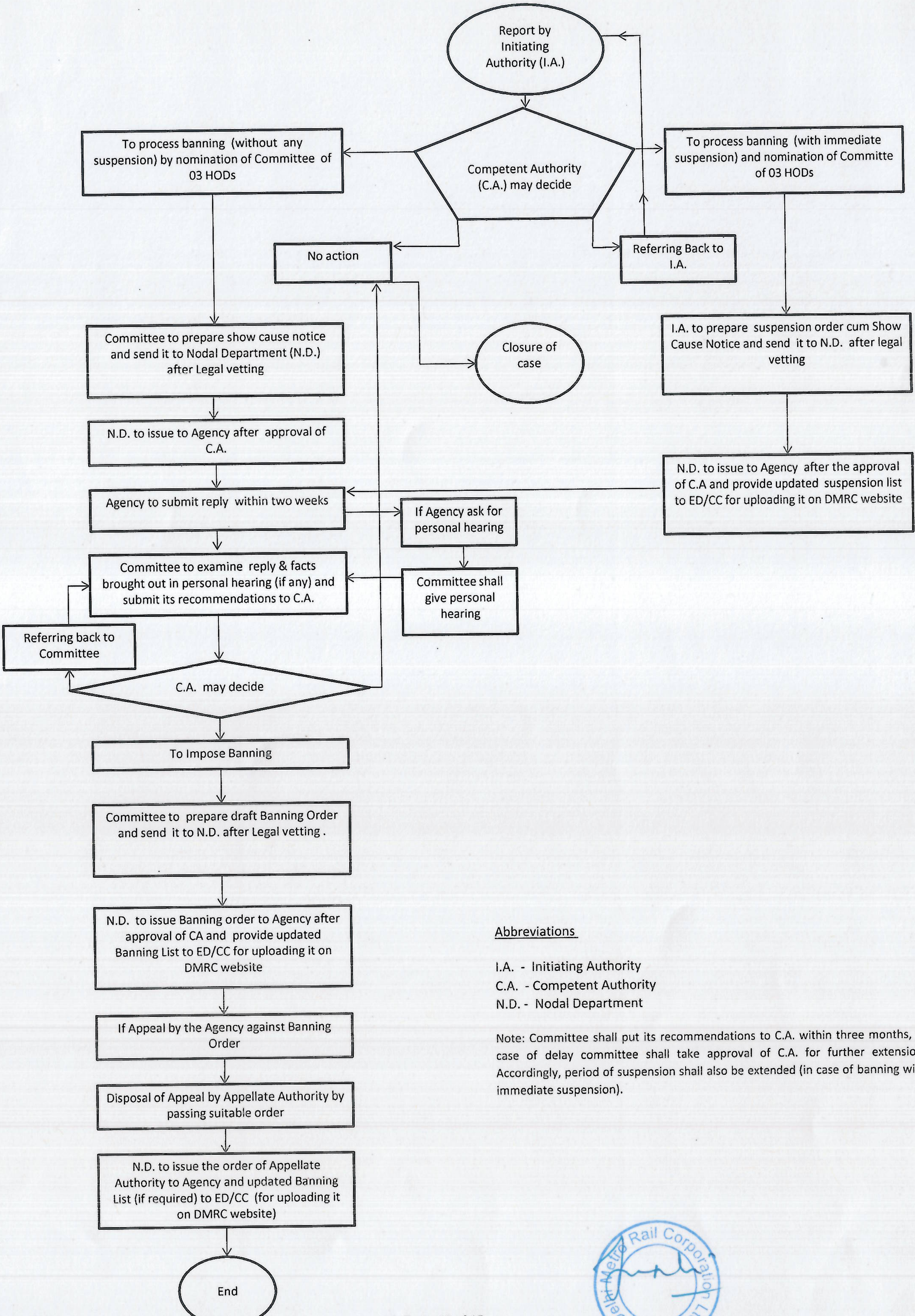
PERIOD OF SUSPENSION / BANNING

S.No	Grounds	Suspension/Banning Period
1.	In extreme / exceptional cases when prima-facie case is made out that the firm is guilty of criminal negligence in relation to business dealings, which if established, may result in business dealing with it being banned.	Suspension (6 months)
2	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.	Banning (1year to 1.5year)
3	It is determined that any agency or any officer or employee of an Agency is involved in fraudulent/ corrupt/ collusive/ coercive practice in order to influence the procurement process as well as during the execution of contract.	Banning (1 year to 3 years)
4	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	Banning (1 year to 3 years)
5	If failure of a structure / part of a structure / major failure of equipment, is caused after defect liability period due to engineering deficiency or inferior quality of execution or design deficiency or poor quality of execution	Banning (3 years)
6	If an Agency submits false declaration regarding local content in the bid to avail purchase preference in terms of Public Procurement (Preference to Make in India), Order No. P-45021/2/2017-B.E.–II as provided in the tender document.	Banning (3 years)
7	If for any other good & sufficient reason (not mentioned in the grounds stated above at S.No.1to 6), it is considered necessary to ban business dealings with the Agency.	To be decided by Competent Authority with due diligence

Note: The period of banning can exceed three years but not more than five years in extreme specific cases to safeguard the interest of DMRC

Delhi Metro Rail Corporation Ltd.

PROCEDURE ORDER FOR SUSPENSION/BANNING (FLOW CHART)



<u>Abbreviations</u>

I.A. - Initiating Authority
C.A. - Competent Authority
N.D. - Nodal Department

Note: Committee shall put its recommendations to C.A. within three months, in case of delay committee shall take approval of C.A. for further extension. Accordingly, period of suspension shall also be extended (in case of banning with immediate suspension).

Delhi Metro Rail Corporation Ltd.

DELHI METRO RAIL CORPORATION LIMITED

No. DMRC/20/III-502/2018 **Date: 14.06.2022**

<u>Correction Slip No. 1</u>

Sub.: Correction Slip No. 1 to DMRC Suspension/Banning Policy, August 2019

Clause No. 4.0(ii)(b) is revised as follows:

Clause No.	Existing Clause	Revised Clause
4.0(ii)(b)	In case award of contract is annulled due to non-submission of the requisite Performance Security. The agency shall be debarred from participating in any tender for a period of one year from the date of issue of Letter of Acceptance (LOA).	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 **<u>of letter of annulment</u>** of Letter of Acceptance (LOA).

This is issued with the approval of MD.

Rgupta/14/6/22
(R. K. Gupta)
Sr.GM/Contracts

1. All EDs, PDs, CGMs, HODs, CPMs, CVO & GM/Legal
2. GM/IT: For uploading on intranet please

Copy to:

1. DP, DW, DF, DE, DBD, DO & DI.
2. OSD to MD- For kind information to MD please.