



**DELHI METRO RAIL
CORPORATION LIMITED**

Chief Engineer/Property Business,
2nd Floor, A Wing, Metro Bhawan,
Fire Brigade Lane, Barakhamba Road,
New Delhi - 110 001,
Tel: +91(11)23417910-12 extn. 34779,
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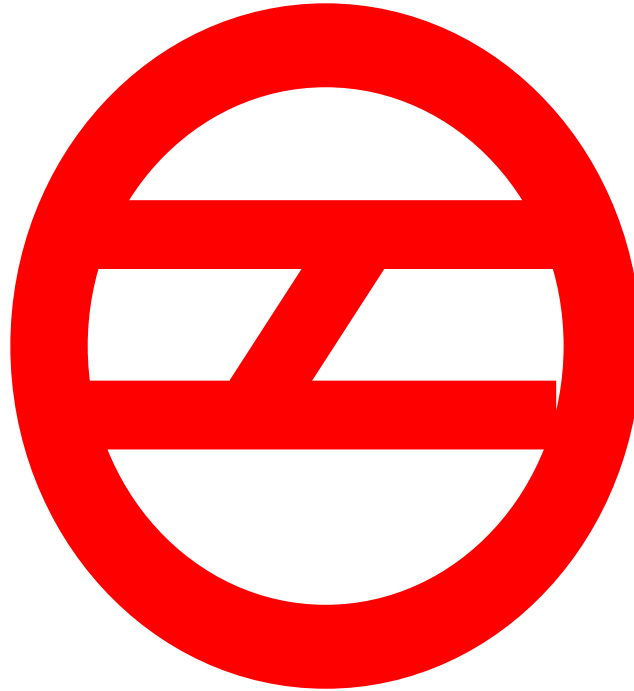
**Exclusive Advertisement Rights on Outside Civil Structures
from ramp near R K Ashram station to Dwarka
with future extension from Dwarka to Najafgarh and Yamuna
bank to New Ashok Nagar**

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TENDER DOCUMENT
DRAFT LICENSE AGREEMENT

Tender Application Form Cost – Rs. 21,000 /- (incl. 5% DVAT)

**TENDER DOCUMENT FOR LETTING OUT EXCLUSIVE
ADVERTISEMENT RIGHTS ON OUTSIDE CIVIL STRUCTURES FROM RAMP
NEAR R K ASHRAM STATION TO DWARKA WITH FUTURE EXTENSION FROM
DWARKA TO NAJAFGARH AND YAMUNA BANK TO NEW ASHOK NAGAR**



**DELHI METRO RAIL CORPORATION LTD.
(A JOINT VENTURE OF GOVT. OF INDIA AND GOVT. OF NCT OF DELHI)**

DISCLAIMER

1. This Tender Application Form contains brief information on licensing out Advertisement Rights on outside civil structures from **Ramp near R K Ashram station to Dwarka with future extension from Dwarka to Najafgarh and from Yamuna bank to New Ashok Nagar**. This document duly encompasses the Scope of Work, Advertisement Panel Plans/Specifications, Selection Procedure, Necessary Instructions, Financial Bid Form, Draft Indicative License Agreement, Terms & Conditions and other related/associated Documents/ Annexure. The TAF can be purchased on payment of a non-refundable fee of Rs. 21,000/- in the form of Demand Draft/Pay Order in favour of 'Delhi Metro Rail Corporation Ltd.' from the following address: -

Office of the Dy.CE/PB-2
Delhi Metro Rail Corporation Ltd.
B Wing, 4th Floor, Metro Bhawan,
Fire Brigade Lane, Barakhamba Road,
New Delhi-110 001
Tele – +91(11)23417910-12 Extn.-534772

Between 1500 hrs to 1700 hrs on all working days from 23.01.2015 to 18.02.2015 only.

2. This TAF is also uploaded on DMRC's website www.delhimetrorail.com and the same can be downloaded & used for tender submission. However, at the time of submission of tender the applicant shall require to enclose a Demand Draft/Pay Order of Rs. 21,000/-, towards the cost of Tender Document, in addition to EMD of **Rs. 25,00,000/- (Rupees Twenty five lakhs Only)** in the form of Demand Draft/Pay Order in favour of 'Delhi Metro Rail Corporation Ltd.'
3. Applicants who have downloaded the Tender Document are advised to remain in touch with O/o of Dy CE/PB-2, Property Business Cell of DMRC for all updates on Tender Document such as Addendums, postponement of any Schedule of this tender, etc. or monitor the DMRC's website for the same. No claims or compensation will be entertained on account of the Applicants not having read/noticed the updates, etc.

**DELHI METRO RAIL CORPORATION LTD.
(A JOINT VENTURE OF GOVT. OF INDIA AND GOVT. OF NCT OF DELHI)**

**TENDER DOCUMENT FOR LETTING OUT EXCLUSIVE ADVERTISEMENT
RIGHTS ON OUTSIDE CIVIL STRUCTURES FROM RAMP NEAR R K ASHRAM
STATION TO DWARKA WITH FUTURE EXTENSION FROM DWARKA TO
NAJAFGARH AND FROM YAMUNA BANK TO NEW ASHOK NAGAR .**

Tender Application Form No:

Name and Address of the Applicant to whom Sold:

Date of Sale:

Issued by:
(Name, Designation and Signature):
With Stamp

NOTICE INVITING TENDER

1.0 Delhi Metro Rail Corporation Ltd. invites tender, in Two Packet System, from reputed agencies by themselves or as Joint Venture / Consortium / Partnership to License out Advertisement Rights on outside civil structures from Ramp near R K Ashram station to Dwarka with future extension from Dwarka to Najafgarh and from Yamuna bank to New Ashok Nagar.

2.0 Schedule and Other Information

Earnest Money Deposit (EMD)	:	Rs. 25, 00,000/- (Rupees Twenty Five Lakhs only) Thousand Only)
Cost of Tender Document	:	Rs. 21,000/- [20,000/- + 1000/-(5% DVAT)] (Non-Refundable)
License Period	:	Ten (10) Years
Sale of Tender Application Form	:	23.01.2015 to 18.02.2015 (on all working days between 15:00 to 17:00 hrs)
Pre-Bid meeting	:	03.02.2015 at 15:00 Hrs
Last date of receiving queries	:	05.02.2015 at 17:50 Hrs
DMRC reply to queries	:	06.02.2015
Date & Time of Submission of Sealed Tender	:	19.02.2015 latest by 15:00 hrs
Date & Time of Opening of Tender (Technical Bid)	:	15:30 hrs on 19.02.2015

3.0 Tender Document (non-transferable) can be obtained from the O/o DY.CE/PB-2, 4th Floor, B Wing, Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi-110001. Cost of Tender Application Form i.e. Rs. 21,000 /- shall be made by Demand Draft/Pay Order drawn in favour of "Delhi Metro Rail Corporation Ltd." payable at New Delhi. Tender Application Form may also be downloaded from DMRC's website 'www.delhimetrorail.com' and may be submitted along with Tender Application Form cost of Rs. 21,000/- vide Demand Draft/ Pay Order. Downloaded Tender Application Form submitted without Tender Application Form cost of Rs. 21,000/- via Demand Draft/Pay Order as mentioned above will be out rightly rejected. Late / delayed tender received after the stipulated date and time of submission of tender shall be rejected out rightly.

4.0 Tender Application Form may be submitted on the prescribed date, by the notified time, at the following address: -

Office of the Dy.CE/PB-2
Delhi Metro Rail Corporation Ltd.
B Wing, 4th Floor, Metro Bhawan,
Fire Brigade Lane, Barakhamba Road,
New Delhi-110001

INSTRUCTIONS TO APPLICANTS

This Tender Application Form does not purport to contain all the information that each Applicant may require. Applicants are requested to conduct their own investigations and analysis and to check the Accuracy, reliability and completeness of the information in this Tender Application Form before participating in the tender process. DMRC Ltd. makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the Tender Document. Information provided hereunder is only to the best of the knowledge of DMRC Ltd.

Applicants are required to read carefully the contents of this document & to provide the required information. Each page of the Tender Application Form, Addendum (if any) and other submissions may be Numbered, Signed & Stamped, as a token of acceptance of terms and conditions of this tender, before submission. Any unsigned and unstamped document may not be considered for evaluation.

Applicants may be single firms or may be members of a consortium. Applicants may read carefully the directions concerning the requirements for consortiums.

It shall however be noted, that DMRC will not discuss any aspect of the selection process. However, DMRC may display name of successful Tenderer on DMRC's website. Applicants will deem to have understood and agreed that no explanation or justification of any aspect of the selection process will be given by DMRC and that DMRC's decisions are without any right of appeal/litigation, whatsoever. Applicants are advised that the selection process will be entirely at the discretion of DMRC.

For any query from Applicants, DMRC reserves the right not to offer clarifications on any issue raised in a query or if it perceives that the clarifications can only be made at a later stage, it can do so at a later date. No extension of any deadline will be granted on that count or grounds that DMRC have not responded to any query or not provided any clarification.

Applicants may clearly note the date and time of submission of Tender. No late or delayed Tender will be accepted. Applicants are reminded that no supplementary material will be entertained by DMRC, and the evaluation will be carried out only on the basis of submittals, as per the prescribed format, received by the closing Date/Time. However DMRC may ask for any supplementary information, if deemed so.

Applicants will not be considered if they make any false or misleading representations in statements/ attachments. If any submission is found false or misleading even at later stage (i.e. after the award of Tender) then also, DMRC may annul the award. Further, the Applicant may be blacklisted for participation in any future Tender of DMRC. In such a case DMRC shall forfeit the EMD (if any) and Security Deposit (if any) held with DMRC.

Applicants may remain in touch with DMRC's Website 'www.delhimetrorail.com' for any latest information, addendum/clarification etc.

TENDER APPLICATION FORM TO LICENSE OUT EXCLUSIVE ADVERTISEMENT RIGHTS ON OUTSIDE CIVIL STRUCTURES FROM RAMP NEAR R K ASHRAM STATION TO DWARKA WITH FUTURE EXTENSION FROM DWARKA TO NAJAFGARH AND YAMUNA BANK TO NEW ASHOK NAGAR .

1.0 INTRODUCTION

- 1.1 Delhi Metro Rail Corporation Ltd. with a view to part finance the Delhi Metro Rail Project is utilizing its Outside Civil Structure Space for advertisements to generate revenue.
- 1.2 This Tender Application Form is to license out Advertisement Rights on outside civil structures from Ramp near R K Ashram to Dwarka with future extension from Dwarka to Najafgarh and from Yamuna bank to New Ashok Nagar Metro Station.

2.0 SCOPE OF WORK

Prefabricated installed sites of *1111 Sqm (minimum) readily available (As per Annexure-A) before hand over of the section from Dwarka to Najafgarh Extension and balance 89 Sqm (minimum) will be made available after hand over of the section from Dwarka to Najafgarh Extension* and sites are to be identified, fabricated, installed and commissioned by the Licensee with the prior approval and as per standards of DMRC on outside civil structures.

Details of Pre- Installed area are as follows: (Annexure-A)

S. No.	Location	Type of Media	Dimension (In Ft)	Total Area (In Sq Ft)
1	Verticle Site on Wall of Janak Puri West Station (Traffic coming from Dwarka to Tilak Nagar)	Wall Wrap	16 x 8	128
2	At Janak Puri West	Unipole	20 x 8	160
3	In between Tilak Nagar to Janak Puri East, traffic coming from Janak Puri	Bridge Panel	40 x 7	280
4	In between Tilak Nagar to Tagore Garden, traffic coming from	Bridge	40 x 7	280

	Rajouri Garden to JanakPuri	Panel		
5	On Rajouri Garden flyover, traffic coming from Naraina to Punjabi Bagh	Bridge Panel	60 x 10	600
6	On Rajouri Garden flyover, traffic coming from Naraina to Punjabi Bagh	Bridge Panel	40 x 10	400
7	On Rajouri Garden flyover, traffic coming from Punjabi Bagh to Naraina	Bridge Panel	50 x 10	500
8	On Rajouri Garden flyover, traffic coming from Punjabi Bagh to Naraina	Bridge Panel	60 x 10	600
9	On Rajouri Garden flyover, traffic coming from Punjabi Bagh to Naraina	Bridge Panel	40 x 10	400
10	On Rajouri Garden flyover, traffic coming from Naraina to Punjabi Bagh	Bridge Panel	50 x 10	500
11	At Moti Nagar, Traffic Coming from Shadipur to Moti Nagar/Kirti Nagar/Punjabi Bagh	Bridge Panel	50 x 7	350
12	Before Shadipur Flyover, traffic coming from Shadipur to Moti Nagar	Bridge Panel	40 x 7	280
13	RK Ashram, traffic coming from Pahar Ganj to Gole Market	Unipole	20 x 8	160
14	At Akshardham FOB, traffic coming from Laxmi Nagar to Mayur Vihar	FOB Panel	30 x 10	300
15	At Akshardham FOB, traffic coming from Laxmi Nagar to Mayur Vihar	FOB Panel	30 x 10	300
16	At Akshardham FOB, traffic coming from Laxmi Nagar to Mayur Vihar	FOB Panel	30 x 10	300

17	At Akshardham FOB, traffic coming from Laxmi Nagar to Mayur Vihar	FOB Panel	30 x 10	300
18	At Akshardham FOB, traffic coming from Mayur Vihar to Laxmi Nagar	FOB Panel	30 x 10	300
19	At Akshardham FOB, traffic coming from Mayur Vihar to Laxmi Nagar	FOB Panel	30 x 10	300
20	At Akshardham FOB, traffic coming from Mayur Vihar to Laxmi Nagar	FOB Panel	30 x 10	300
21	At Akshardham FOB, traffic coming from Mayur Vihar to Laxmi Nagar	FOB Panel	30 x 10	300
22	Akshardham, traffic coming from Mayur Vihar to Laxmi Nagar	Bridge Panel	60 x 7	420
23	Pillar No. 22-41, 45-56, 60-67, 73-91, 94-97, 100-104, 107-111, 133-135, 138-142, 148-183, 186-190, 193-196, 200-208, 211-232, 245-254, 300-302, 314-315, 320-322, 328, 377-383, 386-394, 397-400, 403-419, 422-429, 435-439	Pillar Panel (Both Side)	(219*3.2*3.2)*2	4485
Total (In Sqft)				11943
Total (In Sqm)				1111

Advertisement Rights on DMRC outside civil structures from Ramp near R K Ashram to Dwarka with future extension from Dwarka to Najafgarh and Yamuna bank to New Ashok Nagar Metro Station for a minimum outdoor advertisement display area of 1111 sq.m will be handed over immediately where as the area of 89 Sqm from Dwarka to Najafgarh Extension will be handed over tentatively by 31/03/16 . Successful bidder to be charged for the higher of the following i.e. minimum handed over area whether fully utilized or not or the actual utilized area. This display of advertisement must be (giving full compliance to Technical Parameters of MCD's Outdoor Advt. Policy/ EPCA Guideline/ directives given by Hon'ble Courts.

Delhi Metro Rail Corporation Ltd. (DMRC) hereby invites eligible bidders, as per the terms and conditions described elsewhere in this tender document, with requisite financial, managerial and technical expertise.

For Outdoor advertisement work, advertisements are allowed on all locations in between stations on piers, via ducts, bridges, retaining walls, exterior walls of stations & other civil structures – excluding inside stations (Whether an advertisement site falls inside the station or outside the station, will be decided by DMRC).

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

- 3.0 Tenderer peruse the terms and conditions governing the tender for Licensing Out advertisements rights on bare advertising sites to be identified by DMRC/ Tenderer and for already installed panels (as is where is basis).
- 4.0 Tenderer agree to keep and maintain the advertisement media/panel, etc, in safe and sound manner during all the time of contract period. Any defective, weak or corroded structure should be replaced immediately with new proper structure after due certification from reputed agency/DMRC, to ensure safety of DMRC commuters. **Successful tenderer will also do the maintenance of all advertisement panels so fabricated and installed and shall be solely responsible for ensuring stability/safety of the structure and shall keep DMRC indemnified against any untoward incident/accident due to these panels/structures. Tenderer shall also keep all the piers and other civil infrastructure covered under this tender free from defacement of any nature including that by sticking of poster and pamphlets and keep the space neat and clean as per the requirements/directives of DMRC.**
- 5.0 **Tenderer agree to keep this tender open for acceptance for a period of 180 days from the date of opening of tender and in default thereof, I/We will be liable for forfeiture of my/our earnest money deposit.**
- 6.0 **Tenderer shall indicate the locations for advertising panel/s, design of media vehicles including their structural plans, electrical and cable routing plans, the advertising panels/type of advertisements for these locations and submit all the plans of proposed panels, including its fixing arrangements for DMRC's approval (If Required as per the condition of Pre-fabricated panels or for fresh panels) within 30 days from date of issue of Letter of Acceptance for utilization of space, giving full compliance to Technical Parameters or any other prevailing applicable policy. It is noted that the license fee for the prefabricated panels as per Annexure-A (Minimum area of 1111 Sqm) will be charged from 60th day from the handover of the area and license fee for bare advertisement space/additional advertisement space beyond 1111 Sqm area will be charged from 30th day from the approval given by the DMRC. DMRC reserves the right to reject any or all of the said submissions, without assigning any reasons whatsoever. DMRC has the right to indicate alternate locations. DMRC also has the right to ask the successful tenderer to re submit location plan, wiring & routing plans etc, for those locations, which are not approved by DMRC. The tenderer hereby agrees to comply with the directives of DMRC regarding alternative sites/ locations, and designs as may be specified by DMRC. The licensee hereby agrees voluntarily and unequivocally to not seek any claim, compensation, damages or any other consideration whatsoever on this account.**

Successful bidder shall submit the certificate regarding structural stability and safety from renowned agency/ firm to DMRC along with detailed drawings for obtaining approval of installing panels at all locations.

Already installed advertisement panels on FOB, Bridges, walls, etc. (except unipoles and piers) shall be removed by the successful bidder (with prior intimation to DMRC and as per requirement and health of the panels) at his own cost. Successful bidder

shall dispose-off these released panels at his own cost and discretion. DMRC shall have no claim on these released panels.

Approval for installing panels at all locations (including unipoles and piers) shall be granted by Civil wing of DMRC, only after ascertaining safety and stability of the structures, as proposed by the bidder, while submission of his proposal and drawings. Specimen drawings for few structures are enclosed for guidance. Bidder is requested to follow the minimum stipulations as provided in these drawings. All the structures shall be got painted by bidder at his own cost with ISI paints of reputed brand and render glossy finish to these structures. It may be mentioned that in case of non-granting of approval by DMRC, bidder shall submit fresh proposal alongwith drawings for approval by DMRC.

However, if the successful bidder wants to install additional advertisement area beyond original minimum area , he may be permitted to do so after submission of drawings and approval by DMRC.

At any given period, license fee shall be charged for a minimum advertisement area of or actual advertisement area, whichever is higher.

Tenderer hereby agree to abide by the following specifications or equivalent for the design and fabrication of the advertisement panels.

- 6.1 Frame work –SS 304
- 6.2 Backing sheet of G.I.
- 6.3 Internal cables as specified in Electrical Procedure Order.
- 6.4 TL tubes for back lighting / illumination with electronic ballast.
- 6.5 Polycarbonate sheet as cover of GE make or equivalent.
- 6.6 Advertising media is to be made from Fire Retardant, Low Smoke and Zero Halogen material.
- 6.7 For elevated stations frame finishes of Aluminum is also permissible.

- 7.0 The successful bidder will also have to deposit the advance first quarterly License Fees, applicable Service Tax thereto and other charges such as electricity consumption deposit (Electric Security Deposit) etc, along with the Interest Free Security Deposit within 30 days from the date of issue of Letter of Acceptance and take the possession of site. In case the bidder failed to deposit the requisite demand as per letter of acceptance (LOA) within 30 days from date of issuance of LOA, an extended period to honor LOA with penal surcharge for late payment shall be applicable as under:

Days from date of issue of LOA	Rate of penal surcharge
Up to 30 days	NIL
31 st to 45 th day	@ 3% flat on LOA amount

After 45 days of issuance of LOA, if Bidder fails to comply LOA conditions, the LOA may stand cancelled and Earnest Money/ Security Deposit submitted may be forfeited in favour of “DMRC 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.

- 8.0 Tenderer shall be charged License fee for minimum area as follows;
- a) On outside civil structures from Ramp near R K Ashram station to Dwarka and from Yamuna bank to New Ashok Nagar for minimum prefabricated area of 1111

Sqm (As per Annexure-A) and 89 Sqm minimum area with future extension from Dwarka to Najafgarh as bare space and to be identified by the Licensee.

- 9.0 The tenderer fully comprehends and understands that no additional time would be given beyond 60 (Sixty) days from the date of handover of the pre-fabricated panels and License Fee will be charged for minimum area of 1111 Sqm from 60th day of handing over of panels (as per Annexure-A) and license fee for additional **89 Sqm bare area** will be charged 30th day from the approval given DMRC for the Dwarka –Najafgarh Extension Section. It is noted by the bidder that the prefabricated panels which are not in good/safe condition must be replaced by the bidder within a time frame (Detail plans of replacement of prefabricated panels to be submitted by Bidder within thirty days from the issuance of LOA). The tenderer voluntarily agrees not to seek any claim, compensation, damages or any other consideration whatsoever on any pretext whatsoever on account of his inability to fabricate, install and commission the advertisement panels.
- 10.0 The annual license fee (payable on quarterly basis, in advance) quoted shall be for minimum advertisement area of 1111sqm (before handover of Dwarka to Najafgarh section) or 1200 sqm (after handover of Dwarka to Najafgarh section) even if not fully utilized.
- 11.0 Tenderer fully understand and comprehend that all panels constructed/fabricated, installed and commissioned by me/us will become the sole property of DMRC at the end of the license period i.e. Ten (10)years from commencement date of license or after premature termination because of any reason whatsoever. The License period of the contract will be reckoned Ten (10) years from the date of handover of the prefabricated panels. The license period for additional advertisement space so handed over/allotted during the currency of the contract will also be co-terminus with original license period.
- 12.0 a) Rate per Square meter per Annum:** The rate per square meter per Annum will be calculated as follows;
- b) Rate per Sqm per Annum = 12 x License Fee Per Sqm Per Month**
- Subject to compliance with all other requirements of this tender, the Rate per Sqm per annum shall be a key component for evaluation of the tenders.
- Sq. m (Square meter)
 - Per Annum means – per (1) one year.
- a. NOTE:**
- i. Arithmetical errors will be rectified on the following basis. If there is a discrepancy between words and figures, the amount in words will prevail. If the Tenderer does not accept the correction of errors, its tender will be rejected & earnest money will be forfeited.
 - ii. The requisite Interest Free Security Deposit which shall be equivalent to 6 (Six) months License Fees, (Per Sqm Per Month License Fees applicable for the 5th year of the License Agreement for minimum area of 1200 Sqm) and will be fixed during the currency of the contract in spite of increase or decrease in minimum area. The interest free Security Deposit shall be accepted in the form of DD/PO/BG (Format of BG as per Annexure–8). The Bank Guarantee shall either be from State Bank of India or any other Nationalized Bank or other Scheduled Commercial Banks with branches located in Delhi only.
 - iii. The License fees will be enhanced @ 5% p.a., on compounding basis from the commencement of license fee irrespective of the dates from which advertising

panels have been actually fabricated and commissioned by Licensee. The first escalation will be applicable from 01/04/2016.

- iv. For the purposes of this tender, this set of prefabricated advertisement spaces totaling to 1111Sqm (before handover of Dwarka to Najafgarh section) or 1200 Sqm (after handover of Dwarka to Najafgarh section) will be treated as one lot.

- 13.0 **Bid Security:** Bidders are required to deposit, along with its Bid, a refundable bid security amounting to Rs.25.00 Lacs only. The Bid Security shall be payable in the form of a DD/PO. The Bid shall be valid for a period not less than 180 days from bid due date. The Bid shall be summarily rejected, if it is not accompanied by Bid Security. The Bid Security of unsuccessful bidders shall be refunded after award of License/ within 45 days from date of issue of LOA to the successful tenderer without any interest. The Bid Security of the Selected Bidder shall be adjusted against the **ADVANCE LICENSE FEE/INTEREST FREE SECURITY DEPOSIT** due as per the License Agreement. If the selected Bidder withdraws his Bid at any stage/Not Honour the LOA, his Bid security shall be forfeited by DMRC.

If awarded, tenderer shall deposit the balance amount after adjustment of the EMD/BID SECURITY amount submitted within 30 (Thirty) days as indicated in the letter of Acceptance, **towards interest free security deposit, refundable on successful completion of the full term of the agreement i.e. Ten (10) years**, or the lock in period of 5 years from the commencement date of license. The tenderer agrees voluntarily and unequivocally not to seek any claim, compensation, damages, extension of agreement or any other consideration whatsoever on this account. The Bank Guarantee shall either be from State Bank of India or any other Nationalized Bank or other Scheduled Commercial Banks, acceptable to DMRC, with branches located in Delhi. The Bank Guarantee must be submitted minimum for two years validity and shall be renewed accordingly before expiry of earlier Bank Guarantee, failing which the previous Bank Guarantee may be encashed by DMRC without any prior intimation. The refundable interest free security deposit can be returned (After adjusting outstanding dues, if any) only on completion of lock-in period of 5 (five) years if the licensee wants to surrender the contract by giving 6 months advance notice after successfully completing 5 years for the date of hand-over.

- 14.0 Additional Areas/ Panels & Forms of Advertising.

If the licensee is desirous of revising already approved advertisement plan, the Licensee shall submit revised advertisement plan for approval of DMRC once in a quarter only. The revised advertisement area shall become effective after 30 days from the date of approval by DMRC.

In case Licensee is desirous of increasing the area of advertisement over and above already approved plan, the Licensee shall submit advertisement plan for additional area once in a month if the requirement of additional area is more than 25 sqm.

If the Licensee is desirous of surrendering advertisement area, the licensee shall submit the plan for withdrawal of advertisement area. Such plans of surrendering advertisement area at any location shall be submitted at a frequency not more than

once in a quarter and in one lot of minimum variation of 25 sqm of display area per quarter. The License fees for the reduced approved area shall be charged from the actual date of removal of such advertisement structure, after certification from Station Manager or his authorized representative.

The Licensee shall submit details along with contact Nos. of his authorized representative(s) which shall be available at the Metro Station(s), at a short notice, for inspection of advertisement spaces including measurement of area, failing which inspection done by DMRC official(s) shall be final and binding to the Licensee. If during inspection, the area of advertisement space for any category at any station is found to be at unapproved location or more than the approved area, it shall be treated as unauthorized occupancy. The license fee of such unauthorized occupancy shall be charged at double the rate of that rate structure from the first day of that quarter or from the date of previous inspection in which the space was found as per approved plan, whichever is later and shall be charged till a vacation certificate of that unauthorized occupancy from the concerned Station Manager or his authorized representative is submitted to DMRC or the unauthorized space is got approved from the DMRC, whichever is later.

- 15.0 Payment of stamp duty on agreement, if any, to be executed in pursuance of this tender will be solely borne by the Tenderer, in case of award of contract.
- 16.0 Tenderer fully understand and comprehend that no interest will be paid on any amounts submitted to DMRC Ltd. Tenderer voluntarily and unequivocally agree not to make any such claims, or seek any compensation or consideration in whatsoever form on this account.
- 17.0 All taxes including Municipal/Advertisement Taxes, Service tax and all other statutory dues including property tax, where applicable, shall be borne solely by the licensee without any contest.
- 18.0 Tenderer shall clearly mention the details of payment deposited. In the case of non-submission of such details, initially THIRD party dues i.e. statutory dues / liabilities shall be settled (mandatory liabilities of DMRC) then others dues / liabilities like electricity etc., and lastly License fee shall be accounted for.
- 19.0 Tenderer agree to bear all costs associated with the preparation of the tender and DMRC will in no case be responsible for or liable for these costs, regardless of conduct or outcome of the tender process.
- 20.0 The DMRC Administration reserves the right to accept or reject any quotation. Tenderer hereby agree that the DMRC Administration reserves the right to accept or reject any tender applications without citing any reason whatsoever for rejecting the same. Tenderer hereby agree not to seek any claim or damages on account of such rejection and further also undertake not to enter into any correspondence with DMRC with regard to the same. Tenderer also understand and agree that in the event of rejection of the tender application by DMRC, DMRC will refund only the EMD amount deposited and Tenderer will not seek to claim any interest on the EMD amount.

- 21.0 The DMRC will not accept tender wherein conditional offer has been given by the tenderer/bidder/contractor, and the offer may be out rightly rejected and earnest money will also be forfeited in favour of DMRC. The applicant/tenderer unequivocally agrees not to seek any claim, compensation, damages or any other consideration, whatsoever on this account.
- 22.0 Tenderer understand and agree that DMRC's decisions in the matter of evaluation and conduct of the tender process shall be final and binding on all participants in this tender.
- 23.0 All interested parties may inspect the sites at their own cost by following all safety requirements as required by DMRC in such sites. The Licensee agrees voluntarily and unequivocally not to seek any claim, compensation, damages or any other consideration whatsoever on account of not being able to visit/locate the sites.
- 24.0 Tenderer understand, comprehend and also agree that DMRC reserves the right to change, modify, put on hold or even terminate this tender schedule without assigning any reasons whatsoever.
- 25.0 Tenderer understand, comprehend and agree hereby, that participation in this tender constitutes no form of commitment on the part of DMRC, whether in respect of selection or otherwise.
- 26.0 Nothing in this tender document or any communication issued by DMRC or any of their advisers or officers or employees shall be taken as constituting an agreement, offer, acceptance, warranty, covenant, confirmation or representation to the recipient of this document or any other party.
- 27.0 Tenderer understand, comprehend and also agree that DMRC reserves the right to issue changes, modifications to the terms and conditions, revise the document altogether or even cancel or put on hold the tender process by open announcement before the date and time of submission of the tender. Tenderer agree voluntarily not to contest this issue or seek any claim or compensation on this account.**
- 28.0 Successful tenderer will be fully responsible for the maintenance of all the advertisement inserts and the advertisement panels. The maintenance will be carried out as per the specifications prescribed by DMRC. All costs for such maintenance including replacement of bulbs, electrical chokes, other electrical parts and also other components of the panels will be borne solely by licensee.
- 29.0 Successful tenderer shall continue to make quarterly payment of license fees and all dues, even if the panels are not functional or have been dismantled for repair or upkeep etc. Tenderer voluntarily hereby agree not to seek any claim, damages, compensation or any other consideration from DMRC on this account.
- 30.0 Tenderer have seen the potential bare/prefabricated advertising spaces and their locations, and have also evaluated their potential for advertising and fully understand and comprehend the technical requirements of the advertisement insert/Media. Tenderer also satisfied as to the business viability of licensing **bare/prefabricated advertising spaces**, and voluntarily and unequivocally agree not to seek any claim, damages, compensation or any consideration, whatsoever on this account.

- 31.0 Tenderer hereby agree to abide by all terms & conditions of this tender and also the other clauses mentioned in Draft License agreement or part of this document. I/We also agree and understand that the draft license agreement is constituted as part of this tender document/application. As a token of my/our full and unconditional acceptance of the terms and conditions of this tender document and the draft license agreement, I/we have duly signed on each page. I/We also acknowledge that the draft license agreement is subject to change, modifications and corrections. Tenderer voluntarily agree and undertake not to make any claim for compensation or damages from DMRC that may arise due to any change in the terms and conditions of the draft license agreement and also understand that DMRC is under no obligations to entertain any representations for such claims, compensation/damages.
- 32.0 Tenderer have downloaded this document from the website of DMRC. A non refundable sum of Rs. 21,000/- (Rupees Twenty One Thousand only) vide draft no. _____ drawn on _____ & dated _____ in favour of “DMRC Ltd” is enclosed towards the cost of this document.
- 33.0 Tenderer have downloaded this document from the DMRC internet site. I/we solemnly confirm and affirm that I/we have not tampered/changed or altered the contents of this tender application form. Tenderer voluntarily agree and give permission to DMRC to cancel our bid and forfeit our Earnest Money Deposit in its favour, if it is found that, this document has been tampered/altere d/changed. Tenderer hereby voluntarily agree not to seek any claim, compensation or damages or any other consideration on this account.
- 34.0 Tenderer hereby voluntarily agrees and undertake not to enter into any form of correspondence with the DMRC for the period between the opening of the tender applications and the award to the tender. Any correspondence with DMRC that may be required to be made by me/us, subsequent to the award of the tender will be only in written and through registered post with acknowledgement.
- 35.0 DMRC reserves the right to put Signage/Advertisement of the retail outlets/Toilet blocks in the property development areas in stations/circulating areas of the station. Such advertisements/signage will be restricted to the Inside/outer faces of the property development areas/circulating area on the outside of toilet blocks for which licensee will have no claim.
- 36.0 Tenderer shall submit the following within 30 days of issue of LOA.
- a. 1st advance quarterly license fees.
 - b. The requisite Interest Free Security Deposit which shall be equivalent to 6 (Six) months License Fees (Per SQM Per Month License Fees applicable for the 5th year of the License Agreement for a minimum advertisement area of 1200 Sqm) and will be fixed during the currency of the contract in spite of increase or decrease in minimum area.. The interest free Security Deposit shall be accepted in the form of DD/PO/BG.
 - c. Applicable taxes.
- 37.0 Tenderer fully understand that failing to comply with the requirements as stated in clause 36 above may lead to cancellation of license, and forfeiture of all amounts submitted to DMRC. The licensee agrees voluntarily and unequivocally not to seek

any claim, compensation, damages or any other consideration whatsoever on this account, or even enter into any form of correspondence on account of such forfeiture.

38.0 Tenderer hereby voluntarily agree and undertake that we have been provided minimum advertisement space measuring 1111sqm(before handover of Dwarka to Najafgarh section) or 1200 sqm (after handover of Dwarka to Najafgarh section) for advertisement work.

39.0 *The Licensee shall comply with all the provisions of Court judgments/court orders/ Labour Laws & regulation in force including but not limited to the Contract Labour (Regulation & Abolition) Act, 1970, any subsequent amendment thereof and the rules made there under. Licensee will indemnify the DMRC Administration for any loss and damages suffered due to violation of its provisions.*

40.0 *If any approvals are required to be taken from any local /municipal authority for display of the advertisement the same is the sole responsibility of the Licensee. In case any fine is imposed on DMRC (Licensor) due to not obtaining of such approvals the same may be recovered from security deposit of the licensee and the licensee shall reimburse the security deposit to that extant within 15 days of such debit by DMRC.*

41.0 *The Licensee shall comply with the laws of land including Court judgments/court orders/Delhi Pollution Control Board and Delhi Fire Service guidelines, regulating the advertisements/displays and DMRC can't be held liable for any change/modification in these laws which adversely affects this tender and the licensee voluntarily and unequivocally agrees not to seek any claim, damages, compensation or any other consideration whatsoever on this account.*

Encl:

1 Bank Draft

Signature _____

Name of the Authorized Signatory With
rubber stamp _____

Address: _____

Place: New Delhi.

Tel. No: _____

Mobile No. _____

Dated: _____

GENERAL INSTRUCTIONS TO TENDERER

- 1.0 The Applicant shall provide all the information requested in the Tender Application Form. DMRC reserves the right to reject an offer that does not contain all the required information requested therein.
- 2.0 DMRC shall not entertain any post submission date communication from the Applicants. However DMRC reserves the right to call for additional information/ clarifications. Applicants shall furnish such requirements within such time as may be permitted by DMRC.
- 3.0 Financial Bids of only Technically Qualified Bidders will be opened for further evaluation.
- 4.0 A Draft Indicative License Agreement (Annexure-7) proposed to be entered into by DMRC with the successful applicant as a result of this tender, is attached with this Tender Application Form. The same will be framed as per finally agreed terms of the contract.
- 5.0 This Tender Application Form constitutes no form of commitment on the part of DMRC Ltd., whether in respect of the tendering process or otherwise.
- 6.0 DMRC Ltd. reserves the right to reject any or all of the tenders, if it considers necessary to do so, and / or to withdraw from the selection process or to vary any of the terms at any time without giving any reason. Nothing contained herein shall confer right upon the Applicant or any obligation upon DMRC.
- 7.0 Nothing in this Tender Application Form or in any communication issued by DMRC Ltd. shall be taken as constituting an agreement, offer, acceptance, warranty, covenant, confirmation or representation to the recipient of this document or any other party.
- 8.0 The tender prepared by the applicant and all correspondence/documents relating to the tender exchanged between the applicant and DMRC Ltd. shall be in English language.
- 9.0 At any time prior to the tender submission, DMRC may, for any reason, whether at its own initiative may modify the Tender Application Form through issuance of an Addendum. This shall be uploaded on DMRC's website. All the applicants are requested to be in touch with DMRC website for latest updates.
- 10.0 In order to give the Applicants reasonable time, in which to take an Addendum into account, or for any other reason, DMRC may, at its discretion, extend the date & time of submission of Tender. Applicants are advised to remain in touch with DMRC website for latest updates regarding the tender.
- 11.0 While DMRC shall adhere to the dates mentioned in the notice, it reserves the right to change, modify or put on hold or terminate this schedule without assigning any reasons whatsoever.
- 12.0 The Tender Application Form, Addendums (if any) and other submissions shall be numbered, signed & stamped on Each Page (A page-wise summary of all the documents shall also be enclosed as a part of document, by the 'Authorized Signatory' of the Applicant. Also, applicants are required to submit a supporting Power of Attorney,

authorizing the Signatory of the Application to commit the Applicant and agreeing to ratify all acts, deeds and things lawfully done by the said attorney. In case of a Consortium, the Application shall be signed by the 'Authorized Signatory' of the Lead Member and the Power of Attorney shall be signed by all members of the Consortium & shall be legally binding on all of them.

- 13.0 The Tender complete in all respect is to be submitted in two packet systems duly sealed as per following pattern:

Envelope – 1: containing Technical Bid, EMD/BID SECURITY amount, document cost (if tender document have been downloaded from internet), duly completed Tender Application Form along with addendums, if any & other submissions duly signed, duly sealed and duly super-scribed "Tender to let out Exclusive Advertisement Rights outside civil structures from Ramp near R K Ashram station to Dwarka with future extension from Dwarka to Najafgarh and Yamuna bank to New Ashok Nagar.

Envelope – 2: containing only Financial Bid, duly super-scribed "Tender to let out Exclusive Advertisement Rights outside civil structures from Ramp near R K Ashram station to Dwarka with future extension from Dwarka to Najafgarh and Yamuna bank to New Ashok Nagar.

Envelope – 3: duly sealed envelope no.1 and envelope no.2 are to be placed in envelope no.3 and duly super-scribed "Tender to let out Exclusive Advertisement Rights outside civil structures from Ramp near R K Ashram station to Dwarka with future extension from Dwarka to Najafgarh and Yamuna bank to New Ashok Nagar.

Tender complete in all respects as above, shall be deposited in the tender box kept in the office of Dy.CE/PB-2, B Wing, 4th Floor, Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi-110001 latest by 15:00 hrs. (as per master clock of DMRC) on 19.02.2015 after which no tender bid shall be accepted.

- 14.0 An Applicant, who submits or participates in more than one Tender shall be disqualified and shall also cause disqualification of all the Consortia in which it is a Member.
- 15.0 The applicant shall bear all costs associated with the preparation of the tender and DMRC shall in no case be responsible or liable for these costs, regardless of the conduct or outcome of the Selection process.
- 16.0 DMRC reserves the right to out rightly reject conditional tenders without assigning any reason whatsoever.
- 17.0 Where the Tender Application Form has been downloaded, the Applicant undertakes not to tamper/alter/correct/modify the document in any manner whatsoever. DMRC may out rightly reject the applicant, with forfeiture of Tender Security/EMD/Bid Security, in case it is found at any time that the Tender Application Form has been tampered/modified/alterd in any manner. Further, in case of successful Applicant if it is found even after award of tender then also DMRC reserves the right to cancel the

agreement, forfeiting all amounts in case of successful applicant and also takes necessary legal action. The applicant voluntarily and unequivocally agrees not to seek any claim, compensation, damages or any other consideration whatsoever, in case DMRC takes necessary action in this regard.

18.0 Tenders may not be modified or withdrawn by the Applicant after the date of submission. Withdrawal of tender during the interval between date of tender submission and expiration of the Tender Validity Period would result in forfeiture of the EMD.

19.0 TENDER VALIDITY

The Tender shall be kept valid for **180 days** from the date of submission by the Applicant. In exceptional circumstances, prior to expiry of the validity period, DMRC may request the applicants for a specified extension in the period of validity of the Tender. The request and the response thereto shall be made in writing or by telefax. An applicant may refuse the request without forfeiting his EMD. An Applicant agreeing to the request, shall not be required or permitted to modify his tender but will be required to extend the validity of his EMD accordingly.

20.0 ACCEPTANCE OF THE OFFER

20.1 DMRC shall issue Letter of Acceptance (LOA) to the successful Applicant.

20.2 The successful Applicant shall be required to send his unconditional acceptance of LOA within Seven (7) days from the date of its issue. DMRC shall retain the right to withdraw the LOA in the event of the successful Applicant's failure to accept the LOA within the limit specified in the above clause. In that event, DMRC shall forfeit the EMD/BID SECURITY of the successful Applicant.

21.0 EXECUTION OF LICENSE AGREEMENT

21.1 The successful Applicant will be required to execute the License Agreement within 30 days from the date of issue of the Letter of Acceptance by DMRC. Prior to signing of the License Agreement, the successful Applicant shall: -

- (i) Submit, to DMRC, the requisite Interest Free Security Deposit which shall be equivalent to 6 (Six) months License Fees (Per Sqm Per Month License Fee as applicable for the 5th year of the License Agreement, for a minimum advertisement area of 1200 Sqm) and will be fixed during the currency of the contract in spite of increase or decrease in minimum area. The interest free Security Deposit shall be accepted in the form of DD/PO/BG (Format of BG as per Annexure-8). The Bank Guarantee shall either be from State Bank of India or any other Nationalized Bank or other Scheduled Commercial Banks with branches located in Delhi only.
- (ii) Submit, to DMRC, the requisite advance quarterly License Fees and other demands, as communicated by DMRC in the LOA.
- (iii) The successful Applicant, in case being a company, shall submit certified true copies of all resolutions adopted by its/their Board of Directors authorizing it/them for execution, delivery and performance of the License Agreement to DMRC before the signing of License Agreement.
- (iv) In case of successful Applicant is a Joint Venture/Consortium, the License Agreement shall be signed by all the members of the JV/Consortia.
- (v) Successful bidder shall ensure that it does not in any way impinge on the safety and security of metro operations, passenger safety, commuter's convenience, safety of metro properties and its assets.

Failure to meet above conditions will result in a breach and DMRC shall be entitled to cancel the award without being liable in any manner

whatsoever to the successful Applicant and to appropriate the Tender Security (EMD) as Damages.

21.2 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 the successful Applicant.

21.3 In case of failure on the part of the successful Applicant to sign the License Agreement within the stipulated time, DMRC shall retain the right to cancel the Award and forfeit the EMD, interest free Security Deposit and any other amount deposited till that time without being liable in any manner whatsoever to the successful Applicant.

22.0 UNSUCCESSFUL APPLICANTS – RETURN OF TENDER SECURITY

EMD/Bid Security amounts of unsuccessful bidder will be refunded within 45 days from date of issuance of Letter of Acceptance to successful bidder. The EMD of unsuccessful bidder shall be returned without payment of any interest.

23.0 The tender is non-transferable.

24.0 SUCCESSFUL APPLICANT

24.1 If the successful bidder backs out after being declared H1 (Highest Bidder) for two occasions/ tenders, he will be banned for participating in any future business with DMRC.

24.2 Successful Bidders, as a result of tendering process, may kindly note that if the License Agreement is terminated on three instances in different cases on account of non-payment of licensed dues to DMRC, the said licensee/agency shall be banned for participation in future advertising tenders for next five years with effect from date of issue of letters regarding banning of business.

25.0 CORRUPT & FRAUDULENT PRACTICES

The Licensor (DMRC) requires that the Bidders and / or their agents observe the highest standards of ethics during Tendering and execution of this Contract. In pursuance with this policy, the Licensor: -

- a) Defines, for the purpose of these provisions, the terms set forth below as follows: -
 - (i) “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to Licensor or its employees, influence in the contract execution; and
 - (ii) “fraudulent practice” means a concealment or misrepresentation of facts in order to influence execution of the contract to the detriment of the Licensor, and includes collusive practice among Bidders (prior to or after bid submission) designated to establish bid prices at artificial non-competitive levels and to deprive the Licensor of the benefits of free and open competition.
 - (iii) Breach of any of the contract condition during execution.
- b) Will reject the tender or rescind the contract if the Licensor determines that the Bidder/Licensee has engaged in corrupt or fraudulent practices.
- c) Will declare a Licensee ineligible, either indefinitely or for a stated period of time, to be awarded a contract(s) if he at any time determines that the

Licensee has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

- d) The successful bidder/Licensee shall apprise the Licensor through CVO, DMRC of any fraud/suspected fraud as soon as it comes to their notice.

CONSTITUTION OF CONSORTIUM

- 1.0 There can be a maximum of three members in a consortium each having equity stake equal to or greater than 26% in the Consortium. It is clarified that no other group / company or holding company or subsidiary company of any bidder / consortium member shall be considered later on unless such company is also a part of the consortium with minimum 26% stake in the shareholding of the consortium.
- 2.0 The consortium as a whole (with cumulative effect) must satisfy the eligibility criteria.
- 3.0 Each consortium must specify the proposed equity shareholding and nominate a Lead Member of the consortium. This shall be enshrined in the Memorandum of Agreement (Consortium Agreement) signed by all consortium members and submitted along with the application document. The Consortium agreement should be on non-judicial stamp paper signed by each & every authorized signatory along with their copy of authorized Power of Attorney duly notarized.
- 4.0 If the successful applicant is a consortium of firms, the License Agreement shall be signed with entire consortium i.e. all the consortium members shall be party to the License Agreement.
- 5.0 There will be no change in the consortium's proposed shareholding structure in the submitted application, till the completion of the project.
- 6.0 All members of the Consortium shall be liable jointly and severally, for the execution of the project in accordance with the terms of the License Agreement.
- 7.0 Any individual applicant or member of a consortium cannot participate in the tender simultaneously in the capacity of member of another consortium.

TECHNICAL REQUIREMENTS

1. The Technical Requirements are as under: -

1.1 **TURNOVER**

Gross financial turnover from the Advertisement work, during the last 3 years, ending 31st March of the previous financial year, should be at least **Rs.20.82 Crore** (Rupees Twenty crore & Eighty Two lakhs only). For the purpose, audited Financial statements of last 3 years shall be attached, otherwise evaluation will not be carried out by DMRC and tender is liable to be rejected. The financial statements should be certified by a Chartered Accountant.

2. Tenderer (each member in case of Consortium) is required to enclose the following, in the absence of which, their tender may be rejected: -

- | | | | |
|-----|--|---|---------------------|
| (a) | PAN No. (copy to be attached) | : | |
| (b) | TAN No. (copy to be attached) | : | |
| (c) | Audited Balance Sheets
for the last 3 years | : | Attached (Yes / No) |
| (d) | List of Companies having
Advt. Contracts executed | : | Attached (Yes / No) |

Tenderers may note that Financial Bid of only Technically qualified applicants would be opened on the date and time which would be intimated in due course of time.

LETTER OF APPLICATION & INTEREST

(To be submitted and signed by the Applicant or Authorized Signatory)

To

Chief Engineer/Property Business,
2nd Floor, A Wing, Metro Bhawan,
Fire Brigade Lane, Barakhambha Road,
New Delhi-110 001

Sub: -“Tender to let out Exclusive Advertisement Rights outside civil structures from Ramp near R K Ashram station to Dwarka with future extension from Dwarka to Najafgarh and from Yamuna bank to New Ashok Nagar.”

Sir,

I / We understand: -

- 1.0 That this tender is to License out Advertising Rights on outside civil structures from Ramp near R K Ashram station to Dwarka with future extension from Dwarka to Najafgarh and from Yamuna bank to New Ashok Nagar.”
- 2.0 That the Advertisement Rights on outside civil structures are for a minimum area of approx *1111 Sqm(minimum) before hand over of the section from Dwarka to Najafgarh and of 1200 Sqm (minimum) after hand over of the section .*
- 3.0 The Terms and Conditions governing the Tender to let out Advertisements Rights on outside civil structures and hereby agree to abide the same.
- 4.0 Agree to submit the LOA unconditional acceptance within 7 (Seven) days from the date of issue of LOA.
- 5.0 To deposit the first advance quarterly license fee for Advertisement on outside civil structures for minimum 1111 Sqm, within 30 (Thirty) days of the date of issue of letter of acceptance.
- 6.0 To deposit the requisite Interest Free Security Deposit which shall be equivalent to 6 (Six) months License Fees, (Per SQM Per Month License Fees applicable for the 5th year of the License Agreement for an advertisement area of 1200 sqm) and will be fixed during the currency of the contract in spite of increase or decrease in minimum area. The interest free Security Deposit shall be accepted in the form of DD/PO/BG (Format of BG as per Annexure-8). The Bank Guarantee shall either be from State Bank of India or any other Nationalized Bank or other Scheduled Commercial Banks with branches located in Delhi only. The interest free Security Deposit shall be refunded only after completion of the License Agreement.
- 7.0 That the Tender Security (EMD/BID SECURITY) of the successful Applicant shall be adjusted against the ADVANCE LICENSE FEE/INTEREST FREE SECURITY DEPOSIT.
- 8.0 That the License Fee shall commence from the 60th day of handing over of the minimum area of 1111 Sqm as prefabricated panel as per Annexure-A. The handover notice shall be issued by DMRC within 3 working days from the date of receipt of LOA payments.
- 9.0 To sign the License Agreement within the prescribed timeframe as in the TAF or on date as indicated by the authorized representative of DMRC, failing which DMRC may deem that I/We are not interested in the offer and forfeit all payments made, in favour of DMRC. I/we 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.

- 10.0 That the cost of Stamp Duty for execution of License Agreement, Registration Charges and any other related Legal Documentation charges/incidental charges in pursuance of this tender will be borne by us.
- 11.0 That all Taxes/Municipal Taxes if any shall be solely borne by us. Service tax as applicable from time to time shall also be paid by us.
- 12.0 Not to seek any claim or compensation from DMRC if certain advertisements are not permitted due to local laws/civil authorities. The maintenance of all advertisement inserts will be borne by us.
- 13.0 And satisfied with the locations of the advertisement areas and fully understand & comprehend the technical requirements. I/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.
- 14.0 And shall abide by all terms & conditions and other clauses mentioned in this TAF, and is attached herewith duly signed and stamped on each page as token of my/our voluntary and unequivocal acceptance.
- 15.0 To undertake not to tamper/alter/modify the document in any manner what-so ever. DMRC may reject the tender outright in case it is found at any time that the Tender Application Form has been tampered/modified/altered in any manner. DMRC reserves the right to cancel the agreement, forfeiting all amounts in case of successful Applicant and also take necessary legal action. The applicant 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: _____

Tel.No:_____

Place: _____

Dated: _____

GENERAL INFORMATION OF THE APPLICANT
(each member in case of JV / Consortium)

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

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

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

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

Signed

(Name of the Authorized Signatory)

For and on behalf of

(Name of the Applicant / Lead Member)

Designation :

Place :

Date :

CONSORTIUM AGREEMENT/MEMORANDUM OF AGREEMENT

This Consortium Agreement/Memorandum of Agreement is executed at New Delhi on this _____ day of _____, 2015

BETWEEN

M/s _____, a Company incorporated under the Companies Act, 1956 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 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 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 let out Exclusive Advertisement Rights outside civil structures from Ramp Near R K Ashram station to Dwarka with future extension from Dwarka to Najafgarh and from Yamuna bank to New Ashok Nagar .

AND WHEREAS the parties hereto have discussed and agreed to form a Consortium for participating in the aforesaid application and have decided to deduce the agreed terms to writing.

NOW THIS CONSORTIUM AGREEMENT/MEMORANDUM OF AGREEMENT HEREBY WITNESSES:

1. That in the premises contained herein the Lead Member and the Participant Member(s) having decided to pool their technical know-how, working experiences and financial resources, have formed themselves into a Consortium to participate in this DMRC's tender.
2. That the members of the Consortium have represented and assured each other that they shall abide by and be bound by the terms and conditions stipulated by DMRC for the tender.
3. That the Consortium has agreed to nominate _____ as the common representative who shall be authorized to represent the Consortium for all intents and purposes for dealing with DMRC and for submitting the bid as well as doing all other acts and things necessary for submission of the Tender.
4. That the share holding of the members of the Consortium for this specified purpose shall be as follows:

- (i) The Lead Member _____ shall have ____per cent (___%) of share holding with reference to the Consortium for this specified project.
 - (ii) The Participant Member _____ shall have ____ (___%) of share holding with reference to the Consortium for this specified project.
 - (iii) [The Participant Member _____ shall have ____ (___%) of share holding with reference to the Consortium for this specified project.]
5. That in order to fulfill the requirement of the tender process and also keep an altogether separate legal entity of the Consortium, the Members of the Consortium undertake to provide their own nominees as share holders to the extent of their respective share holding for the purpose of formation of a Special Purpose Company (SPC) through which the Consortium proposes to undertake the work.
 6. That in case to meet the requirements of tender or any other stipulations of DMRC, it becomes necessary to execute and record any other documents amongst the members of the Consortium, they undertake to do the needful and to participate in the same for the purpose of the said project.
 7. That it is clarified by and between the members of the Consortium that execution to this Consortium Agreement/Memorandum of Agreement by the members of the Consortium does not constitute any type of partnership for the purposes of provisions of the Indian Partnership Act and that the members of the Consortium shall otherwise be free to carry on their independent business or commercial activities for their own respective benefits under their own respective names and styles. This Consortium Agreement is limited in its operation to the specified project.
 8. That the Members of the Consortium undertake to specify their respective roles and responsibilities for the purposes of implementation of this Consortium Agreement and the said project if awarded to the Consortium in the Memorandum & Articles of Association of the proposed Special Purpose Company to be got incorporated by the Consortium Members to meet the requirements and stipulations of DMRC.

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

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

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

- (i) Execution of the Consortium Agreement, and
- (ii) Appointing the authorized signatory for such purpose.

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

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

For

Accepted

_____ (signature)

(Name, Title and Address) of the Attorney

Note: -

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

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

PROFORMA CERTIFICATE
(WORK COMPLETION CERTIFICATE*)

(on Company's/Authority's Letter Head)

This is to certify that M/s _____ (Company's name) having its registered office at _____ had been awarded a contract on _____ (Name / Nature of Contract) vide Letter/Contract No. _____. The period of contract was from _____ (date of start of work) to _____ (scheduled date of completion of work). The work was completed on _____ (date of actual completion). At the time of completion of contract, the total contract value had come to Rs. _____ for the above contract period. Their performance for the above contract was satisfactory.

(Signature) _____

Name of signatory _____

Designation of signatory _____

** To be issued by client / firm to whom the bidder has provided services.*

FINANCIAL BID FORM

1.0 I/We hereby acknowledge and agree to the following: -

1.1 Advertisement Rights on outside civil structures from ramp near R K Ashram station to Dwarka with future extension from Dwarka to Najafgarh and from Yamuna bank to New Ashok Nagar is being offered.

Availability of minimum space, on the presently operated sections of Delhi Metro, is as under: -

S/N	Line	Section	Area
1.	Line-3	On outside civil structures from Ramp near R K Ashram station to Dwarka and from Yamuna bank to New Ashok Nagar as prefabricated panels	1111 Sqm

The minimum area offered at the time of future extension of Dwarka –Najafgarh Section

S/N	Line	Section	Area
1.	Line-3	On Outside Civil Structure of Dwarka-Najafgarh Section	89 Sqm

My/our offer towards Per Sqm Per Month license fee as:

In figures: _____ only/- as License Fee Per Sqm Per Month (in Indian Rupees).

In words:

_____ only / - as License Fee Per Sqm Per Month

NOTE:

Advertisement Rights on DMRC Outside Civil Structures for the advertisement area of minimum 1111 Sqm (minimum) before hand over of the section from Dwarka to Najafgarh and of 1200 Sqm (minimum) after hand over of the section or the actual used area which ever is higher is to be paid even if all the allotted bare advertising spaces are not utilized by me/us.

Signed

(Name of the Authorized Signatory)

For and on behalf of

(Name of the Bidder)

Designation :

Place :

Date :

Annexure-7

DRAFT LICENSE AGREEMENT
Agreement no. _____ of year _____

THIS AGREEMENT entered into at Delhi on this ____ day of _____ 2015 between Delhi Metro Rail Corporation Ltd. incorporated under the Companies Act, 1956 having its registered office at Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi-110001, India, hereinafter referred to as the 'DMRC' (which expression shall unless repugnant to the context mean and include its successors and assigns) of the First Party

AND

M/s _____ having its registered office at _____ and represented by _____ hereinafter called 'Licensee' which expression shall unless repugnant to the context or meaning thereof include the successors and assigns of the Second party

WHEREAS

- a) DMRC with a view to part finance its project through Commercial Advertisements has invited Tender Application Form (TAF) for licensing out advertisement rights on bare/prefabricated installed sites on as is where is basis, to be identified, media vehicle(s) fabricated, installed and commissioned by the Licensee on outside civil structures from Ramp near R K Ashram station to Dwarka and with future extension from Dwarka to Najafgarh and Yamuna bank to New Ashok Nagar.
- b) Advertisement on bare/ prefabricated installed sites on as is where is basis (to be identified by the licensee and approved by DMRC) and commissioned by the licensee at its own cost, after fixing advertisement panels as per DMRC standards.
- c) DMRC has agreed to provide the licensee advertising spaces (to be identified by the licensee and approved by DMRC) on “**as is where is basis**”, herein after referred to as advertisement spaces, as mentioned below on the terms and conditions hereunder contained.
- d) **Advertisement Rights on DMRC Outside Civil Structures outdoor advertisement area of 1111 Sqm(minimum) before hand over of the section from Dwarka to Najafgarh and of 1200 Sqm(minimum) after hand over of the section, whether fully utilized or not. This display of advertisement must be (giving full compliance to Technical Parameters of MCD’s Outdoor Advt. Policy/ EPCA Guideline/directives given by Hon’ble Courts.**
Delhi Metro Rail Corporation Ltd. (DMRC) hereby invites eligible bidders, as per the terms and conditions described elsewhere in this tender document, with requisite financial, managerial and technical expertise.
- e) **For Outdoor advertisement work, advertisements are allowed on all locations in between stations on piers, via ducts, bridges, retaining walls, exterior walls of stations & other civil structures – excluding inside stations (Whether an advertisement site falls inside the station or outside the station, will be decided by DMRC).**

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.

..../...../2015

..../..../ 2015

(.....)

Authorized Signatory.

FOR AND ON BEHALF OF DELHI
METRO RAIL CORPORATION
LIMITED

FOR AND ON BEHALF OF
LICENSEE

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

DMRC

LICENSEE

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

- 1.0 The following documents shall be deemed to form part and be read and construed as part of this agreement, namely:
- 1.1 Letter of Acceptance no _____ dated _____.
 - 1.2 Tender Application Form, Addendum, etc.
 - 1.3 Financial Bid Form
 - 1.4 Any other document forming part of the tender.

2.0 Scope of Work

DMRC hereby agrees to provide (on as is where is basis) bare advertising spaces/ prefabricated installed panels, if any on outside civil structures from Ramp near R K Ashram station to Dwarka with future extension from Dwarka to Najafgarh and from Yamuna bank to New Ashok Nagar to be identified by Licensee. Advertisement space includes prefabricated panels existing if any, in DMRC premises. Any modification or improvement to these prefabricated panels shall be carried out by the licensee at his own cost, including removal or disposal of any existing panel, if not to be utilized for advertisement. If any existing prefabricated advertisement panels are not required to be utilized for advertisement purpose by the Licensee, it will be disposed off by the Licensee at his own cost. DMRC will not have any claim with regard to it. Licensee shall ensure that all these advertisement panels conform to DMRC specifications. Panels fabricated, installed and commissioned after approval of DMRC, hereinafter referred to as “Advertisement Spaces”, Solely for the purpose of carrying out the business of placement of advertisements hereto referred to as “the said business”.

Details of minimum prefabricated area are as follows:

S. No.	Location	Type of Media	Dimension (In Ft)	Total Area (In Sq Ft)
1	Verticle Site on Wall of Janak Puri West Station (Traffic coming from Dwarka to Tilak Nagar)	Wall Wrap	16 x 8	128
2	At Janak Puri West	Unipole	20 x 8	160
3	In between Tilak Nagar to Janak Puri East, traffic coming from Janak Puri	Bridge Panel	40 x 7	280
4	In between Tilak Nagar to Tagore Garden, traffic coming from	Bridge Panel	40 x 7	280

	Rajouri Garden to Janak Puri			
5	On Rajouri Garden flyover, traffic coming from Naraina to Punjabi Bagh	Bridge Panel	60 x 10	600
6	On Rajouri Garden flyover, traffic coming from Naraina to Punjabi Bagh	Bridge Panel	40 x 10	400
7	On Rajouri Garden flyover, traffic coming from Punjabi Bagh to Naraina	Bridge Panel	50 x 10	500
8	On Rajouri Garden flyover, traffic coming from Punjabi Bagh to Naraina	Bridge Panel	60 x 10	600
9	On Rajouri Garden flyover, traffic coming from Punjabi Bagh to Naraina	Bridge Panel	40 x 10	400
10	On Rajouri Garden flyover, traffic coming from Naraina to Punjabi Bagh	Bridge Panel	50 x 10	500
11	At Moti Nagar, Traffic Coming from Shadipur to Moti Nagar/Kirti Nagar/Punjabi Bagh	Bridge Panel	50 x 7	350
12	Before Shadipur Flyover, traffic coming from Shadipur to Moti Nagar	Bridge Panel	40 x 7	280
13	RK Ashram, traffic coming from Pahar Ganj to Gole Market	Unipole	20 x 8	160
14	At Akshardham FOB, traffic coming from Laxmi Nagar to Mayur Vihar	FOB Panel	30 x 10	300
15	At Akshardham FOB, traffic coming from Laxmi Nagar to Mayur Vihar	FOB Panel	30 x 10	300
16	At Akshardham FOB, traffic coming from Laxmi Nagar to Mayur Vihar	FOB Panel	30 x 10	300

17	At Akshardham FOB, traffic coming from Laxmi Nagar to Mayur Vihar	FOB Panel	30 x 10	300
18	At Akshardham FOB, traffic coming from Mayur Vihar to Laxmi Nagar	FOB Panel	30 x 10	300
19	At Akshardham FOB, traffic coming from Mayur Vihar to Laxmi Nagar	FOB Panel	30 x 10	300
20	At Akshardham FOB, traffic coming from Mayur Vihar to Laxmi Nagar	FOB Panel	30 x 10	300
21	At Akshardham FOB, traffic coming from Mayur Vihar to Laxmi Nagar	FOB Panel	30 x 10	300
22	Akshardham, traffic coming from Mayur Vihar to Laxmi Nagar	Bridge Panel	60 x 7	420
23	Pillar No. 22-41, 45-56, 60-67, 73-91, 94-97, 100-104, 107-111, 133-135, 138-142, 148-183, 186-190, 193-196, 200-208, 211-232, 245-254, 300-302, 314-315, 320-322, 328, 377-383, 386-394, 397-400, 403-419, 422-429, 435-439	Pillar Panel (Both Side	(219*3.2*3.2)*2	4485
Total (In Sqft)				11943
Total (In Sqm)				1111

Advertisement Rights on DMRC Outside Civil structures from Ramp near R K Ashram station to Dwarka with future extension from Dwarka to Najafgarh and Yamuna bank to New Ashok Nagar . **This display of advertisement must be (giving full compliance to Technical Parameters of MCD's Outdoor Advt. Policy/ EPCA Guideline/ directives given by Hon'ble Courts.**

Delhi Metro Rail Corporation Ltd. (DMRC) hereby invites eligible bidders, as per the terms and conditions described elsewhere in this tender document, with requisite financial, managerial and technical expertise.

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

3.0 The licensee will maintain the advertising spaces in good condition.

4.0 That the Licensee hereby covenants as follows: -

4.1 The licensee hereby agrees to take up on license basis all the Advertisement spaces specified in **Annexure-A** and also agrees to get the prior approval of all design and insertion media of the advertisements which may be inserted thereon from the DMRC as envisaged under the terms and conditions of this agreement. **The Licensee shall submit all plans** of all advertisement spaces including bare sites and preinstalled panels, if any for approval to DMRC. The plans of all advertisement spaces including bare sites and preinstalled panels, if any for approval to DMRC for advertisement spaces includes, Location plans, media vehicle structural and fixing plans, electrical and cable routing plans etc. DMRC has the right to reject the plans, if not conforming to the requirement of DMRC. Licensee shall resubmit their plan after such modification and conforming to the requirement of DMRC for approval. The license fee will be charged as per the schedule and no waiver of license fee, due to non approval of plans by DMRC for any period shall not be entertained/granted.

4.2 I/We shall pay to DMRC: -

4.3 Fixed **Annual License fee** of Rs./- (**Rupees****only/-**) for advertisement spaces licensed out by DMRC **to be paid quarterly**. The quarterly License fee will be payable in advance, before last week of the running quarter which will be calculated as per financial year i.e. billing cycle shall be April to June, July-September, October-December & January to March. For depositing payment, Licensee should not wait for any formal invoice from DMRC.

4.4 The Interest Free Security Deposit for equivalent to 6 (Six) months License Fees (Per SQM Per Month License Fees applicable for the 5th year of the License Agreement for a minimum advertisement area of 1200 Sqm) and will be fixed during the currency of the contract in spite of increase or decrease in minimum area. The interest free Security Deposit shall be accepted in the form of DD/PO/BG (Format of BG as per Annexure-8). The Bank Guarantee shall either be from State Bank of India or any other Nationalized Bank or other Scheduled Commercial Banks with branches located in Delhi only.

4.5 The License fee will be increased at the rate of 5% per annum, on compounding basis. The first escalation will be applicable with effect from 01/04/2016. This shall be irrespective of the dates on which additional space would be handed over to the licensee.

4.6 That the Licensee shall pay to DMRC an interest free security deposit of Rs......./- (Rupees. only/-) by way of DD/PO/BG, for minimum advertisement spaces (1200 Sqm) licensed within 30 (thirty) days of issue of acceptance letter. This amount will be refunded after completion of the full term of the license period, i.e. Ten (10) years from commencement date of license after recovery of dues if any without assigning interest on it. The refundable interest free security deposit can be returned only on completion of lock-in period of 5 (Five) years if the licensee wants to surrender the contract by giving 6 months advance notice after successfully completing 5 years for the date of hand-over after adjustment of all outstanding dues.

4.7 The rate per square meter per annum will be calculated as follows:

$$\text{Rate per Sqm per annum} = \frac{\text{Total value of contract for 1}^{\text{st}} \text{ Year}}{\text{Total area i.e. 1111 Sq.m.}} = \text{Rs. } \underline{\hspace{2cm}}$$

- 4.8 The advertisement spaces shall exclusively belong to DMRC, without creating any right, titles or interest whatsoever nature in the said premises in favor of Licensee.
- 5.0 Payment of stamp duty on agreement, if any, to be executed in pursuance of this tender will borne by licensee.
- 6.0 The cost of preparation of the advertisements/media/inserts will be borne solely by the licensee. The licensee will also maintain all the media/ inserts and advertisements as per standards indicated by DMRC.
- 7.0 Licensee shall submit the sample of media to be placed /inserted/ fixed in the advertising panels within 15 days from the date of issue of letter of acceptance.
- 8.0 **Licensee shall indicate the locations for advertising panel/s, design of media vehicles including their structural plans, electrical and cable routing plans, the advertising panels/type of advertisements for these locations and submit all the plans of proposed panels, including its fixing arrangements for DMRC's approval. License fee will be charged as per schedule of the TAF/main document.** No claim in this regard will be entertained. DMRC reserves the right to reject any or all of the said submissions, without assigning any reasons whatsoever. DMRC has the right to indicate alternate locations. DMRC also has the right to ask the successful tenderer to re submit location plan, wiring & routing plans etc, for those locations, which are not approved by DMRC. The Licensee agrees to comply with the directives of DMRC regarding alternative sites/locations, and designs as may be specified by DMRC. The licensee agrees voluntarily and unequivocally not to seek any claim, compensation, damages or any other consideration whatsoever on this account.

Licensee shall submit the certificate regarding structural stability and safety from renowned agency/ firm to DMRC along with detailed drawings for obtaining approval of installing panels at all locations.

Already installed advertisement panels on FOB, Bridges, walls, etc. (except unipoles and piers) shall be removed by the successful bidder (with prior intimation to DMRC and as per requirement and health of the panels) at his own cost. Licensee shall dispose-off these released panels at his own cost and discretion. DMRC shall have no claim on these released panels.

Approval for installing panels at all locations (including unipoles and piers) shall be granted by Civil wing of DMRC, only after ascertaining safety and stability of the structures, as proposed by the bidder, while submission of his proposal and drawings. Specimen drawings for few structures are enclosed for guidance. Licensee is requested to follow the minimum stipulations as provided in these drawings. All the structures shall be got painted by bidder at his own cost with ISI paints of reputed brand and render glossy finish to these structures. It may be mentioned that in case of non-granting of approval by DMRC, Licensee shall submit fresh proposal alongwith drawings for approval by DMRC.

However, if the Licensee wants to install additional advertised area beyond original minimum area , he may be permitted to do so after submission of drawings and approval by DMRC.

At any given period, license fee shall be charged for a minimum advertised area or actual advertised area, whichever is higher.

- 9.0 The Licensee fully understands and comprehend that all panels constructed / fabricated, installed and commissioned by him/her/them will become the sole property of DMRC at the end of the license period.
- 10.0 The licensee will be charged License fee for area of 1111 Sqm (minimum) before hand over of the section from Dwarka to Najafgarh and of 1200 Sqm (minimum) after hand over of the section Dwarka to Najafgarh advertisement areas even if not fully utilized.
- 11.0 **The Commencement of License fee shall be as under:-**
License Fee for minimum prefabricated/bare advertisement area of 1111 Sqm will be commenced from the 60th day of the handing over of these prefabricated panel/advertisement space and the license fee for additional area to be handed over during the currency of contract will be commenced from 30th day of the approval given by DMRC for such additional area.
- 11.1 The first quarterly license fee will have to be paid, within 30 (Thirty) days of the award of license/issue of letter of acceptance.
- 11.2 The Earnest Money Deposit of **Rs.25.00 lakhs/- (Rupees Twenty Five lakhs Only)** given along with the tender would be adjusted against the ADVANCE LICENSE FEE/INTEREST FREE SECURITY DEPOSIT.
- 12.0 The Licensee will not ask for any claim or seek any compensation from DMRC if advertisements are not permitted due to court order/local laws/civil authorities. The maintenance of all advertisement inserts and the panels handed over will be borne solely by the licensee. The replacement of bulbs, electrical chokes, other electrical parts and also other components of all advertisement panels will be done as per directions and standards specified by the authorized representative of DMRC Ltd.
- 13.0 The Licensee agrees voluntarily and unequivocally to make all payments as may be due on the due date, without waiting for any formal invoice from the licensor. **The Licensee also voluntarily agrees to collect the invoices from the office, if required, from the Authorized representative of the licensor (DMRC), before the due date. Non- receipt of invoice will not be consideration for delayed or non-payment of dues and may be treated as a breach of agreement.**
- 14.0 The licensee agrees to pay and will continue to pay the license fees and all dues, even if any or all the panels are not functional or has/have been dismantled for repair or upkeep etc. The Licensee agrees that in the event of such dysfunction of the panels, the licensor will not be liable to pay any compensation to the licensee.
- 15.0 Additional Areas/ Panels & Forms of Advertising.

If the licensee is desirous of revising already approved advertisement plan, the Licensee shall submit revised advertisement plan for approval of DMRC once in a quarter only. The revised advertisement area shall become effective after 30 days from the date of approval by DMRC.

In case Licensee is desirous of increasing the area of advertisement over and above already approved plan, the Licensee shall submit advertisement plan for additional area once in a month if the requirement of additional area is more than 25 sqm. If the Licensee is desirous of surrendering advertisement area, the licensee shall submit the plan for withdrawal of advertisement area. Such plans of surrendering advertisement area at any

location shall be submitted at a frequency not more than once in a quarter and in one lot of minimum variation of 25 sqm of display area per quarter. The License fees for the reduced approved area shall be charged from the actual date of removal of such advertisement structure, after certification from Station Manager or his authorized representative. The Licensee shall submit details along with contact Nos. of his authorized representative(s) which shall be available at the Metro Station(s), at a short notice, for inspection of advertisement spaces including measurement of area, failing which inspection done by DMRC official(s) shall be final and binding to the Licensee. If during inspection, the area of advertisement space for any category at any station is found to be at unapproved location or more than the approved area, it shall be treated as unauthorized occupancy. The license fee of such unauthorized occupancy shall be charged at double the rate of that rate structure from the first day of that quarter or from the date of previous inspection in which the space was found as per approved plan, whichever is later and shall be charged till a vacation certificate of that unauthorized occupancy from the concerned Station Manager or his authorized representative is submitted to DMRC or the unauthorized space is got approved from the DMRC, whichever is later.

The **additional area**, if approved, it will be charged as per main license agreement terms & conditions till the date of formal surrender of it.

- 16.0 The licensee confirms that he is fully aware that no interests whatsoever will be paid on any amounts submitted to DMRC Ltd for whatsoever reasons and agrees voluntarily and unequivocally not to or seek any compensation or consideration in whatsoever form on this account.
- 17.0 The Licensee confirms that he/they fully understand and confirm that the panels/advertisements spaces shall at all time belong to DMRC, and no interest in the same shall be created by the licensee. The Licensee also agree not to sub license, lease, sub lease or part with, partially or fully in any form, the panels/advertisement spaces.
- 18.0 That the LICENSOR on behalf of DMRC and LICENSEE represent and warrant that they are empowered, authorized and able to make this agreement.
- 19.0 The Licensee shall comply with all the provisions of Court judgments/court orders/ Labour Laws & regulation in force including but not limited to the Contract Labour (Regulation & Abolition) Act, 1970, any subsequent amendment thereof and the rules made there under. Licensee will indemnify the DMRC Administration for any loss and damages suffered due to violation of its provisions.
- 20.0 If any approvals are required to be taken from any local /municipal authority for display of the advertisement the same is the sole responsibility of the Licensee. In case any fine is imposed on DMRC (Licensor) due to not obtaining of such approvals the same will be recovered from security deposit of the licensee and the licensee shall reimburse the security deposit to that extant within 30 days of such debit by DMRC.
- 21.0 The Licensee shall comply with the laws of land including Court judgments/ court orders/Delhi Pollution Control Board and Delhi Fire Service guidelines, regulating the advertisements/displays and DMRC can't be held liable for any change/modification in these laws which adversely affects this tender and the licensee voluntarily and unequivocally agrees not to seek any claim, damages, compensation or any other consideration whatsoever on this account.

GENERAL TERMS AND CONDITIONS OF THE LICENSE AGREEMENT:

- 1.0 The Licensee will be given advertising Rights for exhibiting commercial **Advertisement Rights on** outside civil structures from Ramp near R K Ashram station to Dwarka with future extension from Dwarka to Najafgarh and from Yamuna bank to New Ashok Nagar on bare/prefabricated installed advertisement sites if any, to be identified, media vehicle/s fabricated, installed and commissioned by the Licensee on outside civil structures.
- 2.0 The Licensee will place advertisement media only on approved locations provided for the same. Sticking of stickers or hanging of banners or any other form of presentation is strictly prohibited.
- 3.0 Taxes/Municipal Taxes if any shall be solely borne by licensee. Service tax, as applicable, from time to time will also be paid by licensee.
- 4.0 The licensee will not ask for any claim or compensation from DMRC if advertisements are not permitted due to local laws/civil authorities. The maintenance of all advertisement inserts will be borne by licensee.
- 5.0 The licensee will abide by all terms & conditions and other clauses mentioned in the tender application form.
- 6.0 The licensee will have to maintain all the advertisement inserts in proper, neat and clean condition for the currency of the contract. The advertising media should be of fire retardant low smoke/zero halogen material and of international standards. The Licensee must submit the media sample for DMRC's approval to the office of the Dy.CE/PB-2 before using the same. DMRC reserves the right not to give such permission.
- 7.0 **Non-payment of license fees and other dues.**
 - 7.1 Non-payment of license fees and other dues within the prescribed date will constitute breach of the terms of this agreement and shall render the license liable to Breach of Contract. Besides, the LICENSEE shall pay an interest of 18% **per annum** on the amounts of license fees and other dues payable remaining outstanding after the due date and falling in arrears. Interest shall continue to accrue till the license fees and other dues are finally squared up. Such interest shall be charged based on actual number of days delayed if the payment of license fees and other dues are not made by the due date with arrears, if any.
 - 7.2 Licensee shall clearly mention the details of payment deposited. In the case of non-submission of such details, initially THIRD party dues i.e. statutory dues / liabilities shall be settled (mandatory liabilities of DMRC) then others dues / liabilities like electricity, OMC etc., and lastly License fee shall be accounted for.
 - 7.3 The Licensee agrees voluntarily and unequivocally to make all payments as may be due on the due date, without waiting for any formal invoice from the licensor. **The Licensee also voluntarily agrees to collect the invoices from the office, if required, of the Authorized representative of the licensor (DMRC), before the due date. Non- receipt of invoice will not be consideration for delayed or non-payment of dues and may be treated as a breach of agreement.**
 - 7.4 In case payment is not made by due date, a 15 days' notice to remind to clear outstanding dues shall be issued with a caution notice that in the event of failure to

clear all the dues a termination notice shall be served to the licensee for payment of all dues within 30 days.

7.4.1 Any representation or any request by the Licensee shall only be entertained if the licensee deposits 100% dues as per issue/ demand within 15 days of issue of termination notice and a written request in the matter. That no opportunity of any kind will be given in the matter after expiry of termination notice and the contract shall be liable to be terminated.

7.4.2 The licensee shall vacate the licensed space by taking away all his articles and hand over the licensed space to respective Station Manager before last date of termination notice otherwise DMRC shall have the right to seize these material. Unauthorized occupancy charges will be levied after expiry of Grace Period.

7.4.3 A certificate from concerned Station Manager in proof of Licensee having vacated the site will be required to be submitted by the licensee. Any claim of vacation/ non-vacation without the endorsement of Station Managers shall not be entertained.

7.4.4 Electricity & other utilities will be disconnected on 16th days of issue of this termination notice.

7.4.5 Security Deposit shall be forfeited after termination of contract.

7.4.6 A termination order shall be issued after expiry of termination notice along with a notice to vacate the premises failing which all the material shall be seized by DMRC.

7.5 In no case payments may be allowed to remain outstanding for a maximum period of 60 days. If any stage, the dues remain outstanding for the period of more than 60 days, the license agreement may be terminated.

8.0 The licensee shall maintain all the advertisement panels, fabricated, installed and commissioned by him/her/them and the inserts and media vehicles/panels in proper working condition also in a neat and clean condition for the currency of the contract. All the advertisement panels including their lighting fixtures will belong solely to DMRC; the licensee shall not tamper with the same or change their configuration. Only maintenance replacements including change of light bulbs, chokes or any other electrical fittings as per specification indicated by the operations and maintenance division of DMRC is permitted. The cost of all replacements including bulbs and other electrical components will be borne solely by the licensee. No compensation or claim on this account will be entertained by the licensor. In case any panel is damaged for whatsoever reason, the same will be replaced as per original specifications, approved specification or specification provided by the authorized representative of DMRC, and a compliance certificate obtained. All cost in this connection will be borne solely by the licensee, and no compensation or claim on this account will be entertained by the licensor. The **specification of the advertisement panels** should be as follows, or its equivalent;

Specifications of the Advertisement Panels/s;

8.1 Frame work – SS 304.

8.2 Backing sheet of G.I.

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

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

8.5 Polycarbonate sheet as cover of GE make or equivalent.

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

8.7 For elevated stations frame finishes of Aluminum is also permissible.

The **advertising media should be of fire retardant, low smoke, zero halogen material** and comply with all Indian and international standards. The Licensee must submit the media sample for DMRC's approval to the office of the Chief Engineer/Property Business before placing the same inside the advertisement panels. DMRC reserves the right at all times not to give such permission in case of non-conformity to the specifications of material.

9.0 Electrical supply

A) Only a single point electricity supply shall be provided . The Licensee is required to do all wiring/laying the cables as required from this designated point as his own cost as per the approved plans and specifications as indicated by the authorized representative of DMRC. The Licensee is also requested to install the cutouts/MCBs/ ELCB or any other safety device and electronic energy meters as may be indicated by the authorized representative of DMRC at his own cost. Electricity supply will be provided as per terms and conditions indicated in Annexure-9, "**Terms and conditions for provision of Electricity**".

All provisions related to cable Laying/any electrical work are to be done/ made by licensee after taking approval of DMRC.

The rate of electricity charged to the consumer would be at a rate which ELECTRICITY COMPANY/distribution company/agency would levy on such a customer, had he obtained supply directly from ELECTRICITY COMPANY/distribution company (i.e. NDLT-1, 3 phase with load greater than 10 KW) or energy cost as actually paid by DMRC to ELECTRICITY COMPANY in respect of the said property towards electricity consumption deposit as per DERC policy after calculation of the total load. All revisions and changes in the electricity tariff, DERC policy and electricity act shall be applicable and no claim or compensation on this account will be entertained.

B) The licensee agrees to pay all the bills/costs for the electricity that may be consumed due to the operation of the advertisement panels/ spaces allotted under this agreement. The payment towards such bills shall be payable as per demand of DMRC, monthly/quarterly of consumption of electricity units for the said panels/spaces of the contract.

C) 1. Advertiser should use energy efficient equipment.
2. Advertiser should follow the I.E. Rules, Acts from safety of equipment, public & Staff.

10.0 In the event of failure on the part of Licensee in payment of License fees or any other charges due to the DMRC beyond (30) thirty days during the currency of the contract, DMRC Administration will have the right to disconnect the electricity &/or other utility services &/or terminate the contract and/or discontinue the display forthwith and confiscate the advertisement and other materials of the Licensee without prejudice to any rights available & forfeit the security deposit. **The licensee is subject to all provisions of the Metro Railways (Operations & Maintenance) Act, 2002 and is also advised to comply with all orders/notices/ instructions issued from time to time by DMRC.** Non compliance with orders or any of the provisions of this agreement may be treated as

breach of contract leading to termination of the agreement and also forfeiture of all amounts paid/submitted/deposited, in favour of DMRC.

- 11.0 Access to the advertisement sites for the purpose of placement of advertisements shall be strictly regulated by the office of the Dy.CE/PB-2 and the licensee is required to take necessary permissions in this regard from the office of Dy.CE/PB-2.
- 12.0 DMRC Administration reserves the right for deduction of DMRC dues from Licensee's Interest Free Security Deposit on the following grounds: -
- a) Any amount imposed as a fine by DMRC Administration for irregularities committed by the Licensee.
 - b) Any amount which DMRC Administration becomes liable to the Government/Third party on behalf of any default of the Licensee or any of his servant/ agent.
 - c) Any payment/ fine made under the order/judgment of any court/consumer forum or law enforcing agency or any person working on his behalf.
 - d) Once the amount under this clause is debited, the Licensee shall reimburse the security deposit to the extent the amount is debited within 15 days period failing which it will be treated as breach of agreement.
 - e) Any outstanding payment as decided by DMRC.
- 13.0 Periodical joint inspection will be conducted by DMRC Administration and Licensee and discrepancy if any noticed or instructions issued by DMRC Administration are not observed by the Licensee within a reasonable time, the DMRC Administration also reserves the right to impose fine up to Rs.10,000/- per irregularity.
- 14.0 For repeated violation of instructions, breach of agreement, DMRC Administration has the right to cancel/terminate the agreement at the risk and cost of the Licensee, forfeiting the security deposit in its favour.
- 15.0 The Licensee shall comply with all the provisions of Labour Laws & regulation in force including but not limited to the Contract Labour (Regulation & Abolition) Act, 1976, any subsequent amendment thereof and the rules made there under. Licensee will indemnify the DMRC Administration for any loss and damages suffered due to violation of its provision.
- 16.0 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 In case any fine is imposed the same will be recovered from interest free security money of the licensee. **In case any fine is imposed on DMRC (Licensor) due to not obtaining of such approvals the same will be recovered from security deposit of the licensee and the licensee may reimburse the security deposit to that extant within 15 days of such debit by DMRC.**
- 17.0 The Licensee shall comply with the laws of land including **Court judgments/ Court Orders/** Delhi Pollution Control Board guidelines, regulating the advertisement/display and DMRC can't be held liable for any change/modification in these laws which adversely affects this tender and the licensee will have no right whatsoever **and the licensee voluntarily and unequivocally agrees not to seek any claim, damages, compensation or any other consideration whatsoever on this account.**
- 18.0 The Licensee shall take into account the following aspects while selecting

advertisements on the panels and abide by all the instruction of the authorized DMRC representative on the same:

- a) The advertisement is prohibited from carrying information or graphic or other items relating to alcohol and tobacco products.
- b) The advertisement will have no objectionable and indecent portrays of people, products or any terms.
- c) The use of DMRC name, logo or title without prior written permission is strictly prohibited. No co-branding with the Licensor is allowed, without prior permission.
- d) No Surrogate advertisements are permitted unless application for placement of the same is accompanied by "no objection certificate" from the Ministry of Information and Broadcasting.
- e) Advertisements pertaining to achievements by different Governments, their Departments, Ministries, Government Undertakings, other Authorities or Political Parties shall be permitted. However, no advertisement of any political party, person violating "Model Code of Conduct" shall be allowed during the period whereby "Model Code of Conduct" has been enforced by Election Commission.

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

- 19.0 Taxes/Municipal taxes if any applicable shall be borne by licensee and mode of payment will be as decided by DMRC. Service Tax as applicable from time to time will also be paid by the Licensee.

20.0 SURRENDER OF LICENSE

- 20.1 If the licensee wants to surrender the contract he will be allowed to do so by giving 6 (six) months notice prior to intended date of surrender.

The refundable interest free security deposit can be returned only on completion of lock-in period of 5 (Five) years if the licensee wants to surrender the contract by giving 6 months advance notice after adjustment of all outstanding dues.

If the licensee is willing to surrender before the completion of 5 years lock-in period, the security deposit will be forfeited and licensee will also be liable to clear all the dues.

- 20.2 On operational ground or any other reason whatsoever, DMRC reserve the rights to terminate the contract by giving one month advance notice. The license agreement will stand terminated and the Security deposit will be refunded after adjusting outstanding dues, if any. **The licensee voluntarily agrees not to seek any claim, compensation, damages or any other consideration whatsoever on any ground in this regard.**

- 20.3 **On termination by DMRC or surrender by licensee or on expiry of contract period, all the advertisement media will be removed from the advertisement panels at the cost of the licensee within 30 (Thirty) days of Grace Period. This clause is also applicable on all additional panels/advertising spaces offered and accepted. On expiry of 30 days of Grace Period, unauthorized charges (i.e. double the licensee fee applicable at that period) will be applicable as per terms and conditions of license agreement.**

21.0 TERMINATION OF AGREEMENT

In the event of failure on the part of Licensee in payment of License fees or any other charges due to the DMRC, breach of any of the terms and conditions of the agreement during the currency of the contract, DMRC Administration will have the right to disconnect the electricity &/or other utility services &/or terminate the contract by issuing one month notice and to discontinue the display forthwith without prejudice to any rights available and forfeit the security deposit. The Licensee shall also be subject to all provisions of the Delhi Metro Rail operation and maintenance Act and also to the notices issued from time to time by DMRC. DMRC may also terminate the contract on administrative ground after giving 1 (One) month notice. If contract is terminated on administrative grounds the security deposit of the licensee will be refunded after adjusting the outstanding dues, if any.

22.0 DURATION

The license will be valid for a period of Ten (10) years from the **Handing Over of the Pre Fabricated Panels as One Lot of Minimum area of 1111 Sqm . The license fee will be increased by 5% of Start of each financial year. The 1st escalation will be applicable from 1st April 2016.** The duration of license period for the additional panels/spaces offered and accepted will also be co-terminus with that of this main agreement.

23.0 SECURITY DEPOSIT

The Interest Free Security Deposit shall be equivalent to 6 (Six) months License Fees (Per SQM Per Month License Fees applicable for the 5th year of the License Agreement, for an advertisement area of 1200 Sqm) and will be fixed during the currency of the contract in spite of increase or decrease in minimum area. The interest free Security Deposit shall be accepted in the form of DD/PO/BG.

The refundable interest free security deposit can only be returned either on completion of full tenure of ten (10) years after adjusting the outstanding dues,if any.

The interest free security Deposit can also be returned on completion of lock-in period of 5 (Five) years if the licensee wants to surrender the contract by giving 6 months advance notice after successfully completing 5 years from the date of start of license period after adjustment of all outstanding dues.

If the licensee is willing to surrender before the completion of 5 years lock-in-period , the security deposit will be forfeited and dues, if any, will also be cleared by licensee.

24.0 The advertising rights for above-mentioned panels will vest with the licensee only. Any persons wishing to advertise in the above mentioned panels will have to deal directly with the licensee and DMRC will have no dealing in this regard. At no time subletting of rights for advertisement to other advertising agencies/outdoor agencies or out of home advertising agencies would be permissible under this agreement. The licensee agrees voluntarily and unequivocally to place DMRC messages at his own cost in the panels which lie vacant and not commercialized.

25.0 At no time subletting of rights for advertisement to any other party/other advertising agencies/outdoor agencies or out of home advertising agencies would be permissible under this agreement. All the advertising panels shall belong exclusively to DMRC Ltd at all times. No permanent interests or lien of whatever nature is allowed to be created on the advertising spaces and the advertising panels fabricated installed and commissioned.

26.0 SCHEDULE OF PAYMENT

- i) The licensor shall be issuing invoices one month prior the start of the Billing Cycle.
- ii) In the events of non-receipt of Invoices the Licensee agrees to collect the same from the office of authorize representative of the Licensor (DMRC).
- iii) The licensee shall make the payment latest by last day of previous month.
- iv) This has also illustrated below for better understanding of licensee:–

e.g.

The Billing Cycle-	1 st October 2015-31 st December 2015
Period for the issue of invoice	1 st September 2015-15 th September 2015
Period for payment of Dues	On or before 30 th September 2015

27.0 Late Payments and Management of Contract

27.1 For late payments by the licensee, interest at the rate of 18% per annum will be charged. Interest shall accrue till the license fees and other dues are finally deposited by the licensee to DMRC. The interest will be calculated based on the actual number of delay in days. In no case , even part of the quarterly advance payment, shall be allowed to remain outstanding beyond the running quarter and in contravention of this License Agreement.

28.0 Force Majeure

Neither DMRC nor the LICENSEE shall be liable for any inability to fulfill their commitments and obligations hereunder occasioned in whole or in part by Force Majeure, any of the following events resulting in material adverse effect shall constitute force majeure events: -

- a) Earthquake, Flood, Inundation, Landslide.
- b) Storm, Tempest, Hurricane, Cyclone, Lighting, Thunder or other extreme atmospheric disturbances.
- c) Fire caused by reasons not attributable to the licensee.
- d) Acts of terrorism and
- e) War, hostilities (Whether war be declared or not), invasion, act of foreign enemy, rebellion, riots, weapon conflict or military action or civil war.
- f) Strikes or boycotts, other than those involving the licensee, its contractors, or their employees, agents etc, and
- g) Any other similar things beyond the control of the party, except court order/ court judgment.

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 other party may be entitled to, through not being obliged to terminate this agreement by given a notice of one week to the other party.

29.0 Dispute Resolution:

29.1 Conciliation and Arbitration

In the event of any dispute, difference of opinion or dispute or claim arising out of or relating to this agreement or breach, termination or the invalidity thereof, shall firstly be attempted to be settled by conciliation.

All disputes relating to this agreement or on any issue whether arising during the progress of the services or after the completion or abandonment thereof or any matter directly or indirectly connected with this agreement shall in the first place be referred to a Sole conciliator appointed by Director, DMRC on receipt of such request from either party.

The conciliator shall make the settlement agreement after the parties reach agreement and shall give an authenticated copy thereof to each of the parties.

The settlement agreement shall be final and binding on the parties. The settlement agreement shall have the same status and effect of an arbitration award.

The Licensee will have no objection if the sole conciliator is an employee of DMRC. The views expressed or the suggestions made or the admissions made by either party in the course of conciliation proceedings shall not be introduced as evidence in any arbitration proceedings/Court proceedings. The venue of such arbitration shall be at Delhi/New Delhi. The award of the Sole Arbitrator/Panel of Arbitrators shall be binding on all the parties. The cost of Arbitration shall be borne by the respective parties.

Any dispute that cannot be settled through conciliation procedure shall be referred to arbitration in accordance with the procedure given in Para below;

29.2 Arbitration Procedure

"*Arbitration Procedure*". The parties agree to comply with the awards resulting from arbitration and waive their rights to any form of appeal insofar as such waiver can validly be made.

If the efforts to resolve all or any of the disputes through conciliation fail, then such disputes or differences, whatsoever arising between the parties, shall be referred to arbitration in accordance with the following provisions: -

Matters to be arbitrated upon shall be referred to a sole Arbitrator if the total value of the claim is upto Rs.50 Lakhs and to a panel of three Arbitrators if total value of claims is more than Rs.50 Lakhs. The Licensor (DMRC) shall provide a panel of three Arbitrators which may also include DMRC officers for the claims upto Rs.50 Lakhs and a panel of five Arbitrators which may also include DMRC officers for claims of more than Rs.50 Lakhs. The Licensee shall have to choose the sole Arbitrator from the panel of three and / or one Arbitrator from the panel of five in case three Arbitrators are to be appointed. The Licensor (DMRC) shall also choose one Arbitrator from this panel of five and the two so chosen will choose the third Arbitrator from the panel only. The Arbitrator(s) shall be appointed within a period of 30 days from the date of receipt of written notice / demand of appointment of Arbitrator from either party

29.3 Rules governing Arbitration Proceedings

The Arbitration Proceedings shall be governed by Indian Arbitration and Conciliation Act 1996, as amended from time to time including provisions in force at the time the references made.

29.4 Jurisdiction of Courts

The Court at Delhi/New Delhi shall have the exclusive jurisdiction to try all disputes between the parties arising out of this agreement.

- 30.0 LICENSEE shall deliver to DMRC a peaceful vacant physical possession of the panels at the end of the term of License period or on termination of contract in accordance with this Agreement, as far as possible, in the same condition in which it was licensed except for reasonable wear and tear and acts of God and nature. If the panels are not handed over in good condition as required under this agreement, DMRC reserves the right to seek exemplary damages and indemnification. A thirty (30) days Grace Period will be allowed

to licensee to vacate the premises/removal of advertisement after the completion/termination/surrender of the contract.

- 31.0 DMRC reserves the right to cancel the agreement and forfeit the security deposit in its favour in case it is brought to its attention an act of criminal nature has been committed by the licensee/successful tenderer. The decision in the matter of determination of the act being criminal or not, vests solely with DMRC and no claim, compensation, damages or any other consideration whatsoever will be considered. The licensee hereby agrees unequivocally and voluntarily not to seek any claim, compensation, damages or any other consideration on this account.
- 32.0 If the LICENSEE fails to vacate the panels within the GRACE PERIOD after the date of Completion/Surrender/termination of the agreement, the LICENSEE shall be deemed to be an unauthorized occupant in the said panels and will be liable to pay @ double the license fee applicable at that time till that day, for any period of occupation beyond the 30 days Grace Period. In case of non-vacation of licensed premises, advertisement panels in the present case, by the Licensee, DMRC reserves the right to issue a **VACATION NOTICE** to the licensee giving 15 day's time to the licensee to vacate the premises. Upon expiry of the Vacation Notice, DMRC may, if it likes, arrange to vacate/clear the licensee premises by removing the advertising media from the advertisement panels and store the same at a place of its choosing and no claims, damages or compensation whatsoever will be considered by DMRC.
- 33.0 The licensee should at all times indicate the date till which his license is valid on each of his advertisements displayed.
- 34.0 The licensee will place DMRC publicity material in the panels when the panels are not being used for his/her/their own purpose. In this connection DMRC will provide all the material for placement.
- 35.0 All terms and conditions indicated in this agreement will also be applicable for the additional panels/spaces offered and accepted by the licensee.
- 36.0 DMRC reserves the right to put Signage/Advertisement of the retail outlets/Toilet blocks in the property development areas in stations/circulating areas of the station. Such advertisements/signage will be restricted to the Inside/outer faces of the property development areas/circulating area on the outside of toilet blocks for which licensee will have no claim.
- 37.0 Licensee shall keep and maintain the advertisement media/panel, etc, in safe and sound manner during all the time of contract period. Any defective, weak or corroded structure should be replaced immediately with new proper structure after due certification from reputed agency/DMRC to ensure safety of DMRC commuters.
- 38.0 Licensee shall ensure that all the structure are fabricated from prime material first grade/corrosion resistance and it is duly painted once in two years or whenever required whichever is early with glossy paint of reputed brand only.
- 39.0 INNOVATIONS & NEW MEDIA:**
Subject to mutually agreed terms and conditions and prior written approval and concurrence of the licensor (DMRC) the Licensee may introduce any new media. If the Licensee wants to introduce new media then a proposal along with details of the said

media proposed to be introduced should be presented to the office of the Dy.CE/PB-2, DMRC for approval and indication of the terms and conditions. If the no response is received within 15 days from the date of presentation of proposal, then the proposal will be deemed to be “not acceptable”. The Licensee voluntarily and unequivocally agrees not to seek any claim, damages, compensation or any other consideration whatsoever due to non-acceptance of proposal. The Licensor (DMRC) at all times reserves the right not to give approval to such proposal/s and the Licensee agrees voluntarily and unequivocally not to seek any claim, damages, compensation or any other consideration whatsoever due to non acceptance of proposal.

40.0 Day to day Management:

All issues with regard to day to day administration/ management, including collection of dues, billing, imposition of fines, waiver, conciliation and arbitration, surrender and termination of agreement/contract including issue of no objection certificate and all other issues whatsoever connected with this agreement/ contract will be done by the office of Dy.CE/PB-2.

- 41.0 That the Licensee hereby indemnifies DMRC against any loss, damage or liabilities arising as a result of any act of omission or commission on Licensee part or on part of its personnel or in respect of non observance of any statutory requirements or legal dues of any nature.
- 42.0 That the Licensee hereby agrees that DMRC shall have no responsibility as regards Licensee employees and the employees shall be the employees of Licensee only and shall not be construed under any circumstances as employees of DMRC. Licensee hereby indemnifies DMRC against the claims made by Licensee's employees against DMRC.
- 43.0 That 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 by Licensee. Licensee hereby undertakes to carry out police verification of its employees and submit the copy of same to PB Cell of the Licensor.
- 44.0 That 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 & declared by and between the parties hereto that: -
- 44.1 That the Licensee shall not have or claim any interest in the said premises as a tenant/ sub-tenant or otherwise:
- 44.2 That no right as a tenant/sub-tenant or otherwise is purported is intended to be created or transferred by DMRC in favour of Licensee in or in respect of the said premises, except to carry out their activities over the granted space under this License Agreement; and
- 44.3 That the rights, which Licensee shall have in relation to the said premises are only those set out in this Agreement.
- 45.0 The relationship between DMRC and Licensee under and / or in pursuance of this Agreement deed 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.

46.0 Breach of Contract

If any breach is committed by the Licensee in payment of the fee stipulated herein or in the due performance or observance of the provisions of this Agreement, the DMRC shall be at liberty to terminate thereafter this license by giving the Licensee thirty days notice in writing and upon the expiry of the period of such notice, this agreement shall stand terminated, and there upon the Licensee shall hand over to DMRC or its authorized agent vacant possession of the said Demised Premises. Upon such termination, the interest free security deposit and advance license fee paid till date will stand forfeited in favour of the licensor (DMRC). The vacant possession of the advertisement panels will be handed over to the concerned Depot In-charges / authorized personnel of the licensor.

- 46.1 That the said premise which has been handed over to the licensee under this Agreement will be kept in good condition and maintained properly by the licensee at their own cost. If the property is not handed over in good condition as required under this agreement, DMRC reserves the right to seek exemplary damages and indemnification.
- 46.2 That the licensee shall be responsible to obtain any or all permission and/ or clearances from any/all authorities, governmental or otherwise and DMRC shall not be liable or responsible for any of the act or omissions committed on the part of the licensee.
- 47.0 DMRC's 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 Demised Premises, Licensee's use of the premises, or the rights granted to the Licensee hereunder: -
- 48.1 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 claiming by, through or under DMRC.
- 48.2 That on the Licensee paying the fee hereby reserved and observing and performing the several covenants and stipulations on its part and the conditions herein contained shall peacefully hold and enjoy the Licensed Premises throughout the said term without any interruptions by the DMRC or by any person or persons claiming through under or in trust for him.
- 48.3 That the overall control & supervision of the premises shall remain vested with DMRC who will have the right to inspect the whole or part of the licensed premises as & when considered necessary with respect to its bonafide use and in connection with fulfillment of the other terms & conditions of the license agreement. DMRC also reserves the right to enter the demised premises to repair & replace the fixtures provided by DMRC.

48.0 Taxes and Other Statutory Dues

The LICENSEE shall pay all charges, assessments and any other charges/fees/ taxes that may be levied, assessed or charged against the said advt. panels. The Licensee shall also pay the following charges as applicable:

- * Legal documentation charges as pertaining to the License
- * Stamp duty on each document under Indian Stamp Act 1899.
- * Fees and other charges, as payable to appropriate authorities under law.
- * Service Tax as applicable from time to time.

49.0 Insurance and Waiver of Liability

The Licensee will 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 sole 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 any and all liabilities. Losses, damages, claims, expenses suffered by the licensor as a result of such default by the licensee.

50.0 Compliance with other acts

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

51.0 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 unfair activities or demonstrations.

The Licensee shall, within 45 days of issue of LOA, submit the details/Bio data of personnel, it intends to employ/deploy for carrying out the work of media installation. The personnel deployed shall be decent, courteous and without any adverse or criminal background. These persons shall be also free from any infectious or contagious diseases (such as TB etc.), In this connection the Licensee shall be required to furnish declaration to DMRC with respect to all his personnel deployed. Further within 45 days of issue of LOA, Licensee shall submit police verification report in respect of all its personnel (to be deployed for the work of media installation) shall be furnished by the Licensee to DMRC. All the Licensee's personnel shall be required to possess ID card while working in DMRC's premises.

52.0 Penalty Clauses

Licensor reserves the right to impose the penalty on Licensee up to Rs.20,000/- per offence on the following offenses: -

52.1	Display of advertisement without approval of creative's from DMRC.
52.2	Not following the instructions of the DMRC Administration regarding Operation of Developed Property even after 10 days from the date of issue of notice.
52.3	Any staff of Licensee found in drunken condition / indulging in bad conduct.
52.4	Any staff of the Licensee found creating nuisance on duty.
52.5	Sticking of stickers or hanging of banners or any other form of presentation other than allowed.
52.6	Improper maintenance & defacement of the Metro Property.
52.7	Dishonor of drafts and Cheques given by Licensee in favour of DMRC.
52.8	Misbehavior with staff and commuters of DMRC.

52.9	Not following safety and security norms as may be indicated by authorized representative of DMRC O&M department/DMRC(O&M) Act.
52.10	Not following instructions issued by DMRC from time to time and other violations of the contract agreement.

53.0 The power to waive off fines and penalty vests with the competent authority of DMRC. The licensee will have to forward his request for waiver citing the reasons thereof. Further, submission of such a representation/s does not guarantee waiver of fines/penalties. No claims, compensation or damages whatsoever, on account of non-waiver will be considered by the licensor.

54.0 The Licensee shall ensure that the 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, passenger safety, commuter's convenience, safety of metro properties and its assets.

55.0 Default by LICENSEE

The occurrence of any one or more of the following event shall constitute an event of default by the Licensee:

The failure by Licensee to observe or perform any of the covenants, conditions or provisions of the agreement, where such failure continues for a period of 15 working days, after receipt of written notice there of issued by DMRC to the Licensee, provided however, that if the nature of the Licensee's default is such that it cannot be cured solely by payment of money and that more than 15 working days may be reasonably required for such cure, then the Licensee shall not be deemed to be in default if the Licensee commence such cure within such 15 days period and thereafter diligently process such cure to completion;

55.1 The filing by or against the Licensee of a petition to have the Licensee adjudged bankrupt or a petition of re-organization or arrangement under any law relating to bankruptcy;

55.2 The appointment of a trustee or receiver to take possession of substantially all of Licensee's assets;

55.3 The attachment, execution or other judicial seizure of all of Licensee's assets.

56.0 DMRC's Remedies

Upon the occurrence of any event of default under the license agreement by the Licensee, then DMRC in addition to other rights or remedies it may have, shall have the right to terminate/ revoke the License agreement upon thirty (30) days of written notice to the Licensee and also the right, with or without the termination of license, of re entry upon and taking possession of the Demised Premises and DMRC may remove all advertisements. DMRC will continue to reserve the right to enter into a separate license agreement without any obligations or rights towards the original LICENSEE.

57.0 Notices

Any notice under the terms of this License shall be in writing by registered post or speed post or delivered personally and signed by the party or his/their/its duly authorized representative giving such notice. All Notices/ correspondence post tendering and award, in writing will be addressed as follows:

If to the DMRC **Chief Engineer/Property Business**
2nd Floor, A Wing, Metro Bhawan,
Fire Brigade Lane, Barakhambha Road
New Delhi-110001

If to the Licensee Address given on the 1st page of the License Agreement.

FORM OF PERFORMANCE SECURITY BY BANK

(The Bank Guarantee shall either be from State Bank of India or any other Nationalized Bank or other Scheduled Commercial Banks with branches located in 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 intends to license out advertising rights on outside civil structures from Ramp near R K Ashram station to Dwarka with future extension from Dwarka to Najafgarh and from Yamuna bank to New Ashok Nagar (hereinafter referred to as the ‘Project’). This license is for a period of Five (10) years from the date of commencement of license fees, unless otherwise terminated/surrendered earlier or extended further. After the expiry of the license, a peaceful vacant physical possession of the panels should be handed over back to DMRC on “as is where is” basis.
2. The tender offer submitted by M/s _____ having their registered office at _____ has been accepted by DMRC vide LOA No. _____ dated _____.
3. As per the terms of the above mentioned LOA, the licensee is required to display advertisements on outside civil structures from Ramp near R K Ashram station to Dwarka with future extension from Dwarka to Najafgarh and from Yamuna bank to New Ashok Nagar Delhi Metro for the duration of the license.
4. The Licensee is also required to make payments of Quarterly advanced License Fees & other dues as per contractual obligations and applicable taxes to DMRC.
5. The licensee shall also: -
 - bear and pay all expenses, costs and charges incurred in the fulfillment of all its obligations under the License Agreement ;and
 - not assign or create any lien or encumbrance on the license hereby granted or on the whole or any part of the Project Facility nor transfer, lease/ license or part possession therewith save and except as expressly permitted by this Agreement.
6. The licensee is required to furnish an unconditional irrevocable Bank Guarantee for an amount of Rs. _____ (Rupees _____ only) 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.

7. 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, 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 and stating that the Bank Guarantee provided by the licensee has been forfeited.
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.
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 till the end of the license Period, or for such extended period as may be mutually agreed between DMRC and the licensee, and 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.
5. This Guarantee is unconditional and irrevocable till such time DMRC discharges this guarantee by issuing a letter to the Guarantor in this behalf.
6. 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.
7. 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.
8. 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.

9. The Courts at Delhi shall have exclusive jurisdiction to adjudicate on any or all matter arising under this Guarantee.
10. 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
11. This guarantee shall come into effect forthwith and shall remain in force upto _____ or the extended period if any and shall not be revoked by the Guarantor at any time without DMRC's prior consent in writing. This Guarantee is valid for a period of _____ Months from the date of signing. [The initial period for which this Guarantee will be valid must be for at least **2 years from the start of contract period**]
12. Unless a demand or claim under this guarantee is made by the DMRC in writing on or before _____ all the rights of the DMRC against Guarantor shall be forfeited and guarantor shall be relived and discharge of all liabilities here under.

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 _____

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. Underground metro stations are already air-conditioned and hence separate AC for these are not required. In underground stations, installation of window/ split AC are not permitted, in case of A/C requirement tapping of connection from chilled water line shall be given on chargeable basis, further work shall be done by licensee. However, for elevated stations licensee may provide AC at his own cost conforming to detailed specifications attached at Annexure-7(E).
4. 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).
5. DMRC provides power supply up to leased premises on chargeable basis. For meeting the requirement following works shall be done:
 - a) Supplying and laying including end termination of suitable size (rating suitable for allowable electric load) LT FRLS cable (from source to nearest point) as per standard specifications.
 - b) Supplying and laying of meter box, pre-paid energy meter and MCB for extending the power. Pre-paid energy meters require periodic recharge if timely recharge is not done then electric supply is automatically disconnected.
6. Licensee shall extend power supply from this Meter box at his own cost. Please find attached list of approved makes and specifications to be complied for carrying out electrical works inside leased premises, Annexure-7(D). Licensee is also required to comply with necessary provision for fire safety in accordance with stipulations attached at Annexure-7(F). The work executed by licensee shall be inspected by DMRC representative for ensuring compliance of specifications / stipulations of contract.

7. At the end of the contract (pre-mature surrender/termination, natural completion, etc.) all cable, pre-paid meter, connected software, etc. shall be sole property of DMRC. The licensee voluntarily and unequivocally agrees not to seek any claim, damage, compensation or any other consideration whatsoever on account of time and costs associated, in making provision of electricity.
8. Mode of power supply: If licensee desires they may seek temporary or permanent connection. Temporary connection is given for limited time i.e. 30 days.
9. Permanent connection is given after ensuring all safety compliance and completion of electrical and fire safety works in leased premises in all respect.
10. During tenure of temporary power supply Rs.100/- per week per KW or part thereof shall be charged over and above applicable tariffs.
11. In case of failure to convert, the temporary connection to permanent within stipulated time, temporary connection charge shall be doubled. Format of application for temporary and permanent connection and lists of documents required are attached at Annexure-7(A) & 7(B).
12. TARIFF: Rate of electricity shall be charged from licensee at which concerned DISCOM would be charging, had they obtained electric connection from them.

Format of Application for Temporary 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 installed (Make and rating) Attach Original Meter Test Report	:	
10	Please confirm whether lockable DB 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 along with annexure on Rs.100/- Non-judicial Stamp paper	:	Attached / Not Attached

Procedure

1. After ensuring lying of cable and meter box as per stipulations licensee shall apply to concerned PD/ PB department in above form.
2. Electrical Department shall release temporary electric connection after verification.
3. Licensee to ensure that rules and specifications for electrical works, fire safety requirements have been understood by them and necessary approval wherever required has been taken / applied for.

Format of Application for Permanent 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 installed (Make and rating) Attach Original Meter Test Report	:	
10	Please confirm whether lockable DB 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 on Rs.100/- Non- judicial Stamp paper	:	Attached / Not Attached
13	Attach Electrical Installation Test Report {In stipulated format} 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 PD/ 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

Electrical Installation Test Report

SN	Description	Details
1	Name & Address of the Licensee	
2	Location	
3	ATM/ ID No.	
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.

It 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)

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 be given in single phase & in case of underground stations load upto 5KVA shall be given. Load above this it shall only be given in three phase. Licensee is required to balance load at his end so that no unbalancing occurs at DMRC end.
3. Cables upto 6 sq.mm. will be of copper conductor and above 6 sq.mm. Aluminum conductor 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 cable 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 conductor 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 and BS6724.
5. The meter 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 are required in case of three phase. ELCB, cables, MCB rating for main connection shall be as per table-1
6. Use of any PVC material is not permitted in the underground stations.
7. Licensee will provide a separate protection for their electric requirement with proper discrimination with upstream breaker.
8. All materials specification must follow standards, codes and specification as used by DMRC in the E&M works.
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 Signages in signage's panel shall also be FRLSZH in case of underground 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 underground stations conforming to UL – 94 standards on flammability of material.

Table: 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
ELEVATED 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	3 Core x 4 Sq. mm (for single phase)
	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

SN	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

Specification of Air Conditioner

Split type air conditioners conforming to IS:1391(Part-2)-1992 with amendment No.1 fitted with hermetically sealed air compressor operating on refrigerant R-22 suitable for wall mounting and conforming to following specifications. Split AC shall be preferably five star rated. Approved makes are Hitachi / O-general / Daikin / Carrier.

General Technical Requirements

1. Air conditioners shall be suitable for 230V, 50 Hz single phase AC supply, capable of performing the functions as Cooling, Dehumidifying, Air circulating and Filtering.
2. The air conditioners shall be fitted with hermetically sealed type suction cooled reciprocating or discharge cooled rotary compressor (as applicable), compressor unit operating on Refrigerant R-22 with suitable rated capacitor start electric motor. It shall be equipped with overload protection. These shall be mounted on resilient mountings for quiet operation. The compressor shall conform to IS: 10617 part (1)-1983 (amendment 1 & 2). Rotary compressor shall be covered by manufacturers test certificate.
3. The air conditioners shall be complete with automatic temperature control and cut - in and cut-out etc. for temperature range 16 degrees to 30 deg. C. The differential of the thermostat for cut-in and cut-out shall not be greater than +/- 1.75 deg. C. The Air conditioners may either be provided with adjustable step less type mechanical thermostat or electronic thermostat as per IS:11338:1985.
4. The filter pads provided shall be washable.
5. The cabinet of the evaporator unit and condensing unit shall be made from galvanized steel sheet of 1.0mm thick with galvanized coating thickness of 120 gm / sq. mtr and shall be provided with stiffness for robust construction and shall have rounded corners, steel parts/ front panel etc. shall have stove-enameled finish preceded by undercoat of anti-corrosive primer paint phosphating and through cleaning of the surface. Alternate methods of corrosion protection like plastic powder coating, electrostatic paintings are also acceptable in lieu of stove enameled finish.
6. Overall power factor of the unit shall be at least 0.85 at capacity rating test conditions.
7. Maximum power consumption of the split air conditioners shall be at capacity rating test conditions.
8. Galvanized sheet shall conform to IS:277/2003.

9. Standard evaluation of cooling capacity shall be done by connecting indoor and outdoor units with piping of 5 mtrs. length with six bends of standard radius. Connecting copper tubing shall have dimensions suitable for the compressors offered with model.
10. Refrigerant used shall be Freon-22.
11. Inbuilt protection in IDU against electrical faults shall be provided. Compressor current shall not flow through Indoor units.
12. The indoor units made of ABS/HIPS shall be of flame retardant and impact resistant life. ABS/HIPS indoor unit cabinet shall pass inflammability test requirement for Grade V-O as per UL-94. For impact resistance the unit duly packed, when dropped from a height of 1 Mtr. shall show no damage.
13. Display shall be LED/LCD and provided on indoor unit or on Handset or on both. These displays shall be selectable.
14. Remote control (Cordless) shall be provided with one On/Off timer, selecting Fan speed (Three speeds) and setting up of temperature.
15. Installation of pipes, Insulation and cables beyond 6Mtrs, if required:
 - i. Suction line copper pipe of 0.70mm thickness.
 - ii. Liquid line copper pipe of 0.70mm thickness.
 - iii. Expanded polyethylene foam or other suitable insulation tubing for suction line copper pipe.
 - iv. Drain pipe (15mm dia flexible PVC pipe).
 - v. Suitable capacity 2 core PVC insulated copper wire 2.5mm to electrically connect both the units with each other.
16. Installation: Location of ODU is to be finalized after approval from DMRC. The installation at site shall comprise the following work:
 - i. Mounting/Fitting indoor & outdoor units at the respective locations.
 - ii. (Laying refrigerant piping and connecting both the units after drilling hole/holes in the wall, if required. The thickness of the copper tubing shall not be less than 0.70mm.
 - iii. Insulating the suction pipe with expanded polyethylene foam 5mm tubing or other suitable.
 - iv. Laying 15mm drain pipe to throw out the condensate water being formed in the indoor unit and connecting it to station drain.
 - v. Leak testing the entire system.
 - vi. Charging Refrigerant gas in the unit.

- vii. Suitable electric wiring between indoor and outdoor, upto switch AT location of indoor unit. Switch/Socket/Plug are also included.

Fire Safety Requirements

Kiosks: This category includes ATMs, Retails Outlet provided as bare space for a maximum area of 100 Sq m. Under this category, only fire Extinguishers are required is detailed in below in Table-2

Table -2

<p>Type & Specification: BIS approved stored pressure extinguisher as per IS 15683:2006 and of type 'A', 'BC' or 'ABC' conforming to risk protection as per IS 2190:1992. (Kg and Liters can be converted in same ratio i.e. 5Kg = 9 Liters)</p> <p>Extinguishing medium inside extinguishers must be of their respective approved IS specification and of capacity:-</p>		
AREA		
Up to 10 sq. m.	Above 10 sq. m. and below 50 sq. m.	Above 50 sq. m. and below 100 sq. m.
One Fire Extinguisher of 2 KG capacity	One Fire extinguisher of 4 KG capacity	Two Fire extinguishers, one of 5 KG and another of 9 Liters Water Type

The existing shops up to an area of 250 sqm. are integrated design part of a Metro Station. In addition to other Fire Safety measures each shop is to be provided with Fire Extinguisher as per Table-2.

For Shops of area above 100 sqm. and less than 250 sqm, fire Extinguishers of capacity 10 KG and another of 18 Liters Water, these should be distributed in at least four units at two places remote to each other.

For bigger spaces, licensee is required to obtain details of recommended suppression and detection system from DMRC in the beginning.

Declaration

[For Elevated Stations - On Non Judicial Stamp Paper of Rs. 100/-]

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. to pay DMRC all costs and expenses that DMRC may incur by reason of a fresh service connection being given to the Applicant.
10. 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.
11. to be bound by DMRC's conditions of supply, and all applicable acts and rules.
12. that DMRC shall not be responsible for any interruption/diminution of supply.
13. Others
 - 13.1 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 his 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.
 - 13.2 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 his premises shall be done by the applicant. Approval to the layouts/ schemes/ details shall be taken from DMRC O&M wing.
 - 13.3 Only FRLS cable of required size shall be used for tapping off supply from DMRC fixed supply to licensee premises in rigid GI Conduit pipe.

- 13.4 Licensee will also do wiring within his shop/stall by using GI conduit or fire resistance PVC casing/caping. The Licensee shall use FRLS copper wire of the required size (the wiring scheme, the type of wiring, size of wires, various loads, plug point, light fan etc. shall be as per DMRC's approval).
- 13.5 DMRC will provide Power Supply of single phase, 230V, 50Hz for a max. connected load up to 10kW, Electrical load requirement exceeding 10 KW will be given on 3-phase, 415V, 50Hz subject to availability.
- 13.6 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 his requirement. DMRC shall not be providing any standby power supply from station DG set or UPS.
- 13.7 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.
- 13.8 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.
- 13.9 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.
- 13.10 Licensee shall use reputed Brand/make Electrical wiring and switch gear items. The Electrical Contractor/agency at Licensee's cost shall carry the entire work. DMRC's representative may inspect and supervise the work.
- 13.11 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.
- 13.12 Licensee will not be allowed to provide Room Heating appliance of any kind.
- 13.13. The power shall be supplied normally at the rate of 0.5 KVA/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.
- 13.14. In case, Licensee draws power more than the connected load, his 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.

- 13.15 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.
14. 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.
 15. 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.
 16. that the supply shall not be extended/sublet to any other premises.
 17. 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.
 18. 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.
 19. 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.
 20. to allow clear and unencumbered access to the meters for the purpose of meter reading, maintenance, inspection, checking, testing etc.
 21. that DMRC shall be entitled to disconnect the service connection under reference in the event of any default and /or non-compliance of 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.
 22. 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.
 23. 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

Witness 2

Signature_____

Signature_____

Full Name_____

Full Name_____

Complete Address _____

Complete
Address_____

Phone No._____

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.
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}

Declaration

[For Under Ground Stations - On Non judicial stamp paper of Rs. 100/-]

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. to pay DMRC all costs and expenses that DMRC may incur by reason of a fresh service connection being given to the Applicant.
10. 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.
11. to be bound by DMRC's conditions of supply, and all applicable acts and rules.
12. that DMRC shall not be responsible for any interruption/diminution of supply.
13. Others
 - 13.1 From the DMRC DB to main MCB / MCB of shops only XLPE insulated armored copper conductor LSZH cables shall be used. 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 his 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.
 - 13.2 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 his premises shall be done by the applicant. Approval to the layouts/ schemes/ details shall be taken from DMRC O&M wing. The licensee hereby voluntarily and unequivocally agrees not to seek any claim, damage, compensating or any other

consideration what so ever on account of time and cost associated in making provision of electricity.

- 13.3 That the use of any PVC material is not permitted in the underground stations.
- 13.4 Licensee will also do wiring within his shop/stall/KIOSK by using GI conduit. The Licensee shall use FRZHLs copper wire of the required size (the wiring scheme, the type of wiring, size of wires, various loads, plug point, light, fan etc. shall be as per DMRC's approval).
- 13.5 DMRC will provide Power Supply of single phase, 230V, 50Hz for a max. connected load up to 10 KW, Electrical load requirement exceeding 10 KW will be given on 3-phase, 415V, 50Hz subject to availability.
- 13.6 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 his requirement. DMRC shall not be providing any standby power supply from station DG set or UPS.
- 13.7 Licensee shall not be permitted to use any standby Diesel Generator Sets. Licensee will only be the permitted to use standby UPS/Inverter System with maintenance free battery. The Load of such standby UPS/Inverter system will also be taken as a part of total connected load.
- 13.8 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.
- 13.9 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.
- 13.10 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.
- 13.11 Fire Extinguisher: Every shop/ property Development area must have enough Fire Extinguishers as stipulated.
- 13.12 Licensee will not be allowed to provide Room Heating appliance of any kind.
- 13.13 The power shall be supplied normally at the rate of 0.2 KVA/sqm 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 5 KVA 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.
- 13.14 In case, Licensee draws power more than the connected load, his 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.

- 13.15 In case, the Licensee is found mis-using 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.
14. 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.
 15. 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 purpose.
 16. that the supply shall not be extended/sublet to any other premises.
 17. 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.
 18. 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.
 19. that DMRC shall be at liberty to transfer the dues remaining unpaid by the Applicant, after adjusting the advance consumption deposit, to other service connection(s) that may stand in the Applicant's name.
 20. to allow clear and unencumbered access to the meters for the purpose of meter reading, maintenance, inspection, checking, testing, etc.
 21. that DMRC shall be entitled to disconnect the service connection under reference in the event of any default and/or non-compliance of statutory requirements and/or in consequence of a 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.
 22. 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.
 23. 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 a premises of DMRC and the Electricity connection is being provided as a part of the above arrangement.
 24. 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:

<u>Witness 1</u>	<u>Witness 2</u>
Signature_____	Signature_____
Full Name_____	Full Name_____
Complete Address _____	Complete Address_____
Phone No._____	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.
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}

Through Registered Post/By Hand

NO.DMRC/PB/Notice Non-Pyt/12/_____

Date: _____

To

Sub: Notice for non-payment of dues.

Ref: Invoice sent dated _____

Dear Sir/Madam,

With reference to the above-referred invoice/s, you were required to make the payment of dues of ` _____ against the advertisement rights allotted to you at _____ Metro Station, which you have failed to pay. The above action, on your part is an infringement of the License Agreement.

The above payments have been due since ----- . You are once again requested to make the necessary payments/clear all dues and arrears along **with interest** within **Fifteen days** from the issue of this letter, failing which, we will be compelled to process your case for termination of contract as per the license agreement **and electricity to the allotted space may be disconnected at any time if you fail to deposit the above mentioned amount within the above stipulated time.**

Thanking You,

Manager/PB

Through Speed Post/By Hand

No. DMRC/OP/PD/TERMINATION/12

Date:

To

Sub: **One month Termination Notice of the License Agreement.**

Ref: i) Invoices sent, dated _____

ii) Notice of non-payment letter no. _____ vide dated _____.

Dear Sir,

With reference to the above-referred notices, the fifteen days period given to you for clearing the dues has already expired. You were required to pay the dues of ` _____ against the **Advertisement at** _____ allotted to you, which you have failed to do so. The above action on your part is an infringement of terms and conditions of the License Agreement.

You are once again advised to make the necessary payments/clear all dues and arrears along with interest within **15 days** from the date of issue of this letter, failing which, consider this letter as **30 days** notice from the date of issue of this letter for termination of contract in terms of License Agreement clauses.

This termination notice contains the following:

- 1.0 That no opportunity of any kind may be given in the matter after expiry of termination notice and the license agreement may stand terminated thereafter. Any representation or any request may only be entertained if the licensee deposited full dues within 15 days of issue of termination notice and a written request in this matter.
- 2.0 That the licensee shall be vacating the space and hand over the licensed area to DMRC before last date of termination notice. Demurrage/ penal charges as applicable in terms of license agreement will be admissible from the date of termination order.
- 3.0 A certificate from concerned Station in proof of licensee having vacated the space will be required to be submitted by the licensee. Any claim of vacation/non-vacation without the endorsement of Station Managers may not be entertained.
- 4.0 **Electricity & other utilities will be disconnected on 16th days of issue of this notice.**
- 5.0 That the Security Deposit shall stand forfeited in terms of license agreement conditions.

You may please note that the termination of this agreement shall not release either party from its obligation to pay any sums then owing to the other party or from the obligation to perform or discharge any liability that had been incurred prior thereto in terms of license agreement.

Thanking You

Sincerely,

Manager/PB

Procedure Order**Sub: Procedure order for accepting payments via RTGS/NEFT/ECS mode in PD contracts.**

In order to streamline the working of Property Development Business unit, following procedure order/ guidelines are to be followed while accepting payments via RTGS/ NEFT/ ECS mode in PD contracts:

1. RTGS/NEFT/ECS mode of payments requires prior approval of DMRC for which licensee/ party/ company must take consent from the executing department i.e. PD/PB cell in the standard format attached at ANNEXURE-I.
2. Once DMRC has given their approval, the party must intimate to executing department 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-II. DMRC will give their consent within two working days within the receipt of aforesaid intimation for submission of request as per ANNEXURE-II.
3. In case of any delay in receipt of aforesaid intimation mentioned at Pt. No. 2, DMRC has reserved their rights for refusal to accept payments through RTGS/ NEFT/ RTGS mode of payments.
4. Further, in event of licensee/ party/ company's non-compliances to the above requirements, DMRC shall take action as here under:
 - a.) In the absence of any details from licensee /party/ company for consideration of DMRC. The received amount shall be kept under suspension account and shall be forfeited after two (2) years.
 - b.) In case of receipt of payment with incomplete details such as incomplete information in ANNEXURE-II, the received payment shall be adjusted/ allocated in the following order of priority:
 - 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.ii above.
 - iii) All previous outstanding dues existing on date of receipt of payment including interest/ penalty imposed.
 - iv) Residual shall be adjusted against lease rent /space rent / license fee.
 - v) In case of received amount is even shorter than statutory dues in addition to interest / penalty imposed. The licensee shall 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 is also be attracts penalties under the provisions of license agreements. The repeated violations of aforesaid instructions / irregularities shall be treated as non performance under the provisions of license agreement shall attract termination of license agreement.
5. The above points shall also be incorporated in all future license agreement.
6. These guidelines/ procedure order can also be followed in other cases where payments are received through demand draft/ cheques.

Signature of competent authority

**FORMAT FOR INTIMATION FOR DEPOSITION OF PAYMENTS VIA
RTGS/NEFT/ECS IN PD 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, Karol Bagh Branch, IFSC code – UBIN 0530794, MICR code – 110026004, A/c No. - 307301110050008

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

All PD 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 t 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: ____/____/_____
Business

Signature of MGR/AM-Property

No. DMRC/PD/UNDERTAKING/ECS/12/2
____/____/____

Dt.

Undertaking regarding payments though RTGS/NEFT/ECS mode in PD contracts.

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

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

I/We _____ (name of the licensee/ company/ party) have been made to understand that payments of contract shall be acceptable to M/s DMRC Ltd. in the form of Bank Draft/ Pay order/ Demand draft only and in case, i/we _____ intend to make payments through RTGS/NEFT/ECS 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–I.
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–II. DMRC will give their consent with in two working days within the receipt of aforesaid intimation for submission of request as per ANNEXURE–II.
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**

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

To,

Delhi Metro Rail Corporation Ltd.

O/o- Chief Engineer/ _____.

2nd 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 PD 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 will also undertake to submit the details with payment confirmation before due date.
- 5.) I/we also understand that in case of non-compliances, it will be considered as breach of agreement and action shall be taken as per the terms and conditions of license agreement.

Thanking you

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

To be filled by DMRC Officials

On the request for the _____ (name of licensee/ party/ company), they are allowed to deposit the payment via RTGS/ NEFT/ ECS mode in DMRC's

authorized bank name and account No. to which payments to be made – **M/s Union Bank of India, Karol Bagh Branch, IFSC code – UBIN 0530794, MICR code – 110026004, A/c No. – 307301110050008** subject to submission of format for intimation for deposition of payment via RTGS/NEFT/ECS in PD 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

UNDERTAKING

We, _____ do hereby undertake to give full compliance to the technical parameters of MCD Outdoor Advertising Policy 2008 or any other prevailing applicable w.r.t display of advertisements on the outside civil structures from ramp near R K Ashram station to Dwarka with future extension to Najafgarh and from Yamuna bank to Ashok Nagar.

.....
.....

For the _____

(Authorized Signatory)

Name:

Date: