

**DELHI METRO RAIL CORPORATION LIMITED**



Tender document for awarding exclusive advertising rights  
for display of advertisements through digital media inside  
ITO metro station

**(Tender Document No. 3161**

**DECEMBER-2015**

**Delhi Metro Rail Corporation Ltd.**

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

Tender document for awarding exclusive advertising rights  
for display of advertisements through digital media inside  
ITO metro station

Name and address of the Bidder to whom issued:

.....  
.....  
.....  
.....

Date of issue.....

Issued by.....

*Cost of tender document: Rs. 21,000/- (Rupees Twenty one thousand only) inclusive of 5% DVAT, which is non refundable.*

## **DISCLAIMER**

- I. This Tender Document for Licensing of exclusive advertisement rights inside ITO metro station through digital media contains brief information about the available space, Qualification Requirements and the Selection process for the successful bidder. The purpose of the tender document is to provide bidders with information to assist the formulation of their Bid.
- II. The information contained in this Tender Document or subsequently provided to participants, in writing, by or on behalf of Delhi Metro Rail Corporation Ltd. (**DMRC**) is provided to Bidder(s) on the terms and conditions set out in the Tender Documents and any other terms and conditions subject to which such information is provided.
- III. This Tender Document does not purport to contain all the information that each Bidder may require. This Tender Document has been prepared with a view to provide the relevant information about the spaces available for digital advertisement at ITO Metro station. DMRC advises each Bidder to conduct its own investigations and analysis and satisfy itself of the accuracy, reliability and completeness of the information in this Tender Document and to obtain independent advice from appropriate sources. DMRC, its employees and advisors make no representation or warranty and shall not be liable in any manner whatsoever to the accuracy, reliability or completeness of the information provided in this Tender Document.
- IV. Intimation of discrepancies in the Tender Document, if any, may be given before the pre-bid meeting, by the Bidders, to this office of the DMRC. If DMRC receives no written communication, it shall be deemed that the Bidders are satisfied with the information provided in the tender document.
- V. Any character or requirement for the digital advertising space, which may be deemed to be necessary by the Bidder should be independently established and verified by the Bidder.
- VI. This Tender Document is not an agreement and is not an offer or invitation by DMRC to any party. The terms for development of advertising space and the right of the successful Bidder shall be as set out in separate agreement executed between DMRC and the successful Bidder, broadly in the format setout herein.
- VII. DMRC reserves the right to accept or reject any or all Bids without assigning any reason thereof. DMRC shall not entertain or be liable for any claim for costs and expenses in relation to the preparation of the documents to be submitted in terms of this tender Document.

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## **CHAPTER 1**

### **INTRODUCTION**

Delhi Metro Rail Corporation (DMRC), a joint venture of the Government of India (GOI) and the Government of the National Capital Territory of Delhi (GNCTD) has completed the Phase I and Phase II of the Delhi Metro and is currently engaged in Phase III of the project. This ITO metro station, for which inside station advertisements are envisaged, lies on the Delhi Metro's operational Line-6, the Violet Line.

As per existing mandate, Delhi Metro Rail Corporation (DMRC) has been empowered to generate additional revenues through commercial advertisements as per the provisions of Delhi Metro Railway Operations & Maintenance Act 2002. Through this tender document, DMRC intends to select Licensee to grant Advertising Rights for display of advertisement through digital media inside ITO metro station.

A minimum of 100 sqm digital advertisement space is proposed to be licensed out. The advertising spaces inside ITO Metro Station, owing to its strategic location, give a unique opportunity for promoting the brands value.

An information document covering the purpose of the license, details of spaces available etc. may be downloaded from the website [www.tenderwizard.com/dmrc](http://www.tenderwizard.com/dmrc) or [www.delhimetrorail.com](http://www.delhimetrorail.com).

## **CHAPTER 2**

### **NOTICE INVITING TENDER**

- 2.1 Delhi Metro Rail Corporation Ltd. invites E-Tenders, in Two Packet System, from reputed agencies by themselves or as Joint Venture / Consortium / Partnership to License out Exclusive Advertisement Rights for display of advertisements through digital media inside ITO metro station as per Annexure-1. The Bidders shall not have a conflict of interest that affects the Bidding Process. Any Bidder found to have conflict of interest shall be disqualified. A Bidder shall be deemed to have a conflict of interest affecting Bidding Process if a constituent of one Bid is also a constituent of another Bid.
- 2.2 DMRC shall receive Bids (e-tender) pursuant to this Tender Document, in accordance with the terms set forth herein and as modified, altered, amended and clarified from time to time by DMRC. Bidders shall submit bids in accordance with such terms on or before the date specified in this document. The Bidders are advised to visit the site/stations and familiarise themselves with the proposed arrangements and all activities necessary in this regard.
- 2.3 Salient features of Bidding Process:
- a) DMRC has adopted a two packet Bidding Process to select suitable highest Bidder(s) to grant Exclusive Advertisement for display of advertisements through digital media inside ITO metro station.
  - b) For participation in e-tendering process, the Bidder(s) has to be registered on DMRC's e-tendering portal [www.tenderwizard.com/DMRC](http://www.tenderwizard.com/DMRC). On registration they will be provided with a User ID and a password enabling them to submit their Bids online using Digital System Certificate (DSC) and can witness various activities of the process. The authorized signatory of intending Bidder, as per Power of Attorney (POA), must have valid Class-III digital signature. The Tender Document can be downloaded or uploaded using Class-III digital signature of the authorized signatory only. If needed prospective bidder can be imparted training on "online tendering process".
  - c) Schedule of Bidding Process:

1.	Cost of Tender Document (Non-Refundable)	Rs. 21,000/- (Rs.20,000/- + 5% DVAT) Cost of Tender Document shall be acceptable in the form of Demand Draft / Banker's Cheque in favour of "DMRC Ltd." payable at New Delhi.
2.	Bid Security	Rs 2,40,000/- (rupee two lacs forty thousand)
3.	Sale of Tender Document	From 18/12/2015 to 20/01/2016 (up to 1100hrs)on e-tendering website

		<a href="http://www.tenderwizard.com/DMRC">www.tenderwizard.com/DMRC</a> Tender document can only be obtained after registration, from the website <a href="http://www.tenderwizard.com/DMRC">www.tenderwizard.com/DMRC</a> . For further information on this regard bidders are advised to contact on 011-23417910-12 (ext:-534787 & 534788), Help Tenderwizard Desk No: 011-49424365
4.	Pre-Bid Conference	05/01/2016 at 1500hrs at Metro Bhawan
5.	Last Date of receiving written queries by DMRC	05/01/2016
6.	DMRC's response to queries by	06/01/2016
7.	Last Date & Time of Submission (e-tender) of Bid online	20/01/2016 up to 1500hrs
8.	Date & Time of Opening of Technical Bids online	20/01/2016 at 1515hrs
9.	Validity of Bid	Up to 180 days from the last date of submission of Bid.
10.	Authority and place for submission of Tender Document Cost and Bid Security	Office of: Dy. General Manager/ Property Business, 4 <sup>th</sup> Floor, B Wing, Metro Bhawan, Fire Bridge Lane, Barakhamba Road, New Delhi-110001.

- d) Cost of Tender Document and Bid Security shall be accepted in the form of Demand Draft/Pay Order/Banker's Cheque in favour of "DMRC Ltd." payable at New Delhi. The Cost of Tender Document and the Bid Security must be submitted, in original, on or before 1500 hrs of last date of sale of Tender Document to the Dy. General Manager/ Property Business, 4th Floor, B-Wing, Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi-110001. Bidders who fail to submit the Cost of Tender Document and the Bid Security in physical form on or before the due date and time shall be declared as ineligible and the Bid submitted by them shall be summarily rejected. The Bid shall be valid for a period not less than 180 days from last date of submission of Bid.
- e) Bidders are expected to carry out extensive survey of DMRC premises and analysis at their own cost, before submitting their respective Bids for award of the License Agreement. DMRC shall provide necessary permission and assistance to the prospective Bidders.
- f) The Bid submissions must be made online after uploading the mandatory scanned documents towards Cost of Tender Document, Bid Security and other documents as stated in Tender Document.
- g) Bidders shall note that the maximum file size that can be uploaded is 5MB. All the uploaded files in Bid submission should be named properly and arranged

systematically. No special character/space should be there in the name of uploaded file.

- h) Bids received after due Date & Time of Submission (e-tender) of Bid shall not be accepted under any circumstances.
- i) If a Bid is submitted by a JV/Consortium, following shall be abide by its members:
  - i. The Lead Member of the JV/Consortium shall maintain a minimum percentage share of 51% of the aggregate shareholding of the JV/Consortium during full tenure of License Agreement.
  - ii. Any change in percentage stake of JV/Consortium members without prior written approval of DMRC shall be treated as Material Breach of Contract and Licensee's Event of Default entitling DMRC to encash Security Deposit/Performance Security and or to terminate the License Agreement after 30 days notice.
  - iii. It is clarified that percentage stake of lead member of JV/Consortium members shall always be more than 51% during license period. Lead member may be any member of JV/Consortium, provided its percentage stake in JV/Consortium is more than 51%.
  - iv. Minimum percentage stake of any member in JV/Consortium during license period (including lock-in period) shall not be less than 15%.
  - v. Partners having less than 26% participation shall be considered as non-substantial partner and shall not be considered for evaluation which means that their eligibility shall not be considered for evaluation of JV/Consortium.
  - vi. All members of such entity shall be jointly and severally liable for the performance of License agreement.
- j) The Bidders shall not have a conflict of interest that affects the Bidding Process. Any Bidder found to have conflict of interest shall be disqualified. A Bidder shall be deemed to have a conflict of interest affecting Bidding Process if a constituent of one Bid is also a constituent of another Bid.

2.4 Tender Document can also be downloaded from DMRC's website [www.delhimetrorail.com](http://www.delhimetrorail.com) under tab "Tenders" and sub-tab "Property Development & Property Business Tenders" and must be submitted online through e-tendering process. The Tender Document submitted without cost of tender document shall be out rightly rejected. The bids received after stipulated date and time of submission of Tender Document shall be rejected out rightly.

2.5 The Bidders are advised to keep in touch with e-tendering portal [www.tenderwizard.com/DMRC](http://www.tenderwizard.com/DMRC) for updates.

2.6 The required DD/PO/Documents shall be submitted by the specified date and time to:

**The Office of DGM/PB,  
4<sup>th</sup> Floor, 'B' Wing, Metro Bhawan,  
Fire Bridge Lane, Barakhamba Road,  
New Delhi-110 001.**



## **CHAPTER 3**

### **SUBMISSION AND EVALUATION OF TENDER**

- 3.1 This tender application form contains brief information on licensing out Advertisement Rights inside ITO metro station through digital media. This document duly encompasses the Scope of Work, Advertisement Panel Plans/pre-installed locations or otherwise, Specifications, Selection Procedure, Necessary Instructions, Financial Bid Form, Draft Indicative License Agreement, Terms & Conditions and other related/associated Documents/Annexure. An information document covering the purpose of the license, details of space available, etc. may be downloaded from the website [www.tenderwizard.com](http://www.tenderwizard.com).
- 3.2 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 out the contents of this document carefully & to provide the required information. Applicants may be single firms or may be members of a consortium. Applicants may read carefully the directions concerning the requirements for consortiums.
- 3.3 It shall be noted that DMRC will not discuss any aspect of the selection process. However, DMRC may display name of successful bidder 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.
- 3.4 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 note the date and time of uploading of Tender by them. No late or delayed Tender will be accepted. However DMRC may ask for any supplementary information, if deemed so, after opening of bids.
- 3.5 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 DMRC may annul the award of contract. Further, the Applicant may be blacklisted for participation in any future Tender of DMRC. In such a case, DMRC shall forfeit the

tender security (if any) and Security Deposit (if any).

- 3.6 The pre-fabricated advertising panels inside ITO metro station for the purpose of display of digital media as detailed in Annexure-1 are proposed to be licensed out on license basis to the selected bidder.
- 3.7 The pre-fabricated advertising panels, as mentioned in Annexure-1, shall be handed over to Licensee within 10 days from the date of receipt of payment as stipulated in Letter of Acceptance.
- 3.8 The License fee for licensed space shall commence after 76<sup>th</sup> days from date of handing over and shall be charged till the termination/ completion of agreement. The Licensee shall complete his development/ refurbishment/modification or of new locations, etc. in all respects, within fitment period of 75 days as the License fee shall be chargeable from 76<sup>th</sup> day of handing over.
- 3.9 The advertising space is to be given on license, as indicated in annexure/specified in tender document, are approximate. The Licensee shall be charged for a minimum area of 100 sqm or actual area used whichever is higher, irrespective of the fact, whether allotted area is fully commercially exploited/utilized or not.
- 3.10 All advertisements are subject to full compliance to technical Parameters of the EPCA guidelines or any other prevailing applicable policy, statutes, codes, etc. as applicable from time to time. The licensee can utilise any format of digital advertisement including and not limited to, visual display by electronic media (without audio), video walls, touch panels, LEDs, LCDs and any other innovative advertisement media, digital display (without audio), etc. Minimum area for which license fee shall be charged is 100 sqm or actual area utilized, whichever is higher. Additional area beyond 100 sqm shall be charged on pro-rata basis. Apart from this, bidder shall provide 10 sqm, free of cost, customized digital media for DMRC's operational requirement at ITO metro station. This media shall be maintained (hardware and software, as per DMRC requirement) by the successful bidder during the currency of the contract. The main purpose of this media shall be to provide information to DMRC commuters at TOM/CCC & other locations inside station.
- 3.11 The area to be charged shall be the actual display area of screen, exclusive of any border or non-digital width.
- 3.12 On completion/termination of License Agreement, the Licensee shall handover the space as per last development plan with normal wear & tears. Upon completion of license period, the entire infrastructure provided by licensee for advertisement & operational requirement shall become DMRC property at zero value. The electrical wiring/installations will also become the property of DMRC. The licensee voluntarily agrees not to seek any claim, damages, compensations or any other consideration on this account.

3.13 License Fee along with other dues shall be payable in advance on quarterly basis before the commencement of respective quarter.

3.14 The License Agreement shall be executed within 30 days after handing over of the licensed space. Payment of stamp duty upon execution of license agreement, if any, shall be borne by Licensee. The License period shall commence from the date of handing over of advertising Spaces.

3.15 Interest Free Security Deposit/ Performance Security:

3.16 The licensee shall pay to DMRC Interest Free Security Deposit equivalent to 6 (six) months License Fees (per sqm/month License Fees) and shall remain fixed during the currency of the contract for an increase in area up to 10%. For increase in area more than 10%, Interest Free Security Deposit shall be increased on pro-rata basis. The 25% {minimum Rs. 10,00,000/- (ten lacs)} of interest free Security Deposit shall be accepted in the form of Demand Draft/Pay Order favouring DMRC Ltd and remaining 75% of remaining Interest Free Security Deposit in the form of Bank Guarantee (BG)/Fixed Deposit Receipt (FDR) favoring DMRC Ltd. Security Deposit up to Rs. 10 lacs shall be payable in the form of DD/PO only. The interest free security deposit shall escalate by 20% on compounding basis after every 3 years of completion of the license agreement. The first 20% escalation shall be applicable w. e. f. 01.04.2019 or 3 years, whichever, is earlier.

a) The Interest Free Security Deposit / Performance Security shall be accepted in the following form:

- i. Bank Draft in favour of "Delhi Metro Rail Corporation Ltd" payable at New Delhi from a Scheduled Commercial Bank based in India, or
- ii. Fixed Deposit Receipt of a Scheduled Commercial Bank based in India duly pledged in favour of DMRC Ltd, or styled as DMRC Ltd a/c \_\_\_\_\_
- iii. Irrevocable Bank Guarantee in the prescribed format issued by branches of State Bank of India or any other Nationalized Bank or other Scheduled Commercial Banks, acceptable to DMRC, with branches located in Delhi/NCR and the payment of BG to be made by its Delhi/NCR Branch only. The Bank Guarantee shall be valid for at least two years. Irrevocable Bank Guarantee in the prescribed format issued by the 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 shall be valid for at least two years.

3.17 In case of a JV/Consortium, the performance security is to be submitted in the name of its JV/Consortium. However, splitting of the performance security (while ensuring the security is in the name of JV/Consortium) and its submission by different members of the JV/Consortium for an amount proportionate to their scope of work or otherwise is also acceptable.

3.18 Tenure of License Agreement:

- a) Exclusive Advertisement Rights is for a period of six (6) years starting from the date of handing over of sites as per Annexure-1. The tenure of License for sites handed over subsequently shall be co-terminus with the sites handed over initially.
- b) There shall be a lock in period of two years from the date of commencement of agreement.
- c) Based on the first six years performance, extension may be granted for a further period of three (3) years only on mutually agreed terms and conditions. DMRC reserves the sole right not to give any further extension. The licensee hereby unequivocally and voluntarily agrees not to seek any claim, damages, compensation or any other consideration due to non extension of license by the DMRC.
- d) Partial surrender of License agreement shall not be allowed.
- e) If the Licensee is desirous of terminating the license hereby created before expiry of the lock-in period, the License Agreement shall deemed to be terminated on the date mentioned in termination/ surrender notice, subject to confirmation by DMRC. In such a case, the balance Interest Free Security Deposit/ Performance Security shall be forfeited in favour of DMRC after adjustment of outstanding dues, if any, payable to DMRC. No grace period shall be provided to licensee in such a case. DMRC may also recover the balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Security, from the other contracts of licensee in DMRC. Balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Security, shall be recoverable from the licensee before licensee is permitted to remove their establishment(s) or else DMRC will seize their property. DMRC shall be free to dispose-off the property / goods in whatsoever manner as it deems fit. Licensee shall have no claim for compensation or consideration / damages.
- f) The Licensee shall have option to exit from the License Agreement immediately after completion of lock-in period. For this, the licensee shall give 180 days prior intimation to DMRC before completion of defined lock-in period of 2 (two) years. In such a case, balance Interest Free Security Deposit/ Performance Security of the Licensee shall be refunded after adjusting the outstanding dues, if any payable on the part of Licensee. DMRC may also recover the balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Security, from the other contracts of licensee in DMRC. Balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Security, shall be recoverable from the licensee before licensee is permitted to remove their establishment(s) or else DMRC will seize their property. DMRC shall be free to dispose-off the property / goods in whatsoever manner as it deems fit. Licensee shall have no claim for compensation or consideration / damages.
- g) If the Licensee is desirous of terminating the license after expiry of lock-in period without serving any prior intimation period or shorter intimation period

than 180 days, the agreement shall be deemed to be terminated on completion of such improper intimation period. In such cases, the Interest Free Security Deposit/ Performance Security shall be refunded to the Licensee after adjustment of license fee for period shorter than 180 days (notice period) and outstanding dues, if any. DMRC may also recover the balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Security from the other contracts of licensee in DMRC. Balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Security, the same shall be recoverable from the licensee before licensee is permitted to remove their establishment(s) or else DMRC will seize their property at nil value. DMRC shall be free to dispose-off the property / goods in whatsoever manner as it deems fit. Licensee shall have no claim for compensation or consideration/damages.

- h) In case of successful completion of the full term of the License period i.e. six (6) years of License Agreement, Interest Free Security Deposit/Performance Security of the Licensee shall be refunded after adjusting the outstanding dues, if any. If balance outstanding dues are more than Interest Free Security Deposit/Performance Security, it shall be recoverable from the licensee before licensee is permitted to remove their establishment(s) or else DMRC will seize their property. DMRC reserves its right to recover the balance outstanding dues from the other contracts of licensee in DMRC.
- i) There shall be a grace period of 30 days after the completion / termination of license agreement for the licensee to remove its infrastructure, if any, as per terms & conditions of the contract. This period shall not be utilized for any commercial activity by the licensee. If, the licensee fails to vacate the licensed space / premises within the grace period, penalty of twice the prevalent monthly license fee shall be chargeable for occupation of this 30 days period. And after lapse of this 30 days grace period, DMRC shall take over the goods / property treating at NIL value, even if it is under lock & key; and shall be free to dispose-off the property in whatsoever manner as it deems fit. Licensee shall have no claim for compensation or considerations / damages after completion of grace period. If, licensee fails to pay the penalty, applicable in case of non-vacation of premises, the same shall be adjusted from the interest free security deposit / performance security available with DMRC. No grace period shall be provided to licensee, if licensee terminates the contract within the lock-in-period.

3.19 All other statutory taxes, statutory dues, local levies (as applicable) shall be charged extra from the Licensee and shall be remitted along with the License Fee for onward remittance to the Government. However, the property tax, if applicable on the property of DMRC, it shall be borne by DMRC. The Licensee shall indemnify DMRC from any claims that may arise from the statutory authorities in connection with this License Agreement.

3.20 For any addition & alteration to the existing space, structure, utilities, etc., the licensee shall be solely responsible for obtaining all necessary prior permissions/ approvals from the concerned bodies/departments. DMRC shall restrain itself only up to forwarding/applying for obtaining the permission/approval from the other

bodies/departments. All other liaison, risk & cost in this regard shall be borne by the Licensee.

3.21 The bidders are required to download the addendum/corrigendum, post bid queries etc. from e-tendering portal [www.tenderwizard.com/DMRC](http://www.tenderwizard.com/DMRC).

### 3.22 **Amendment to Tender Document**

During the tender period, DMRC may issue further instructions to bidders or any modifications to existing tender document in the form of addendum/corrigendum. Such addendum/corrigendum will be uploaded only on the e-tendering portal [www.tenderwizard.com/DMRC](http://www.tenderwizard.com/DMRC) within the date given in Notice Inviting Tender (NIT) which shall be available for all the prospective bidders who have purchased the tender document in the tender period.

### 3.20 **Documents Comprising the Tender**

The bidders shall on or before the date and time given in the Notice of Invitation to Tender, upload their Tender on e-tendering portal [www.tenderwizard.com/DMRC](http://www.tenderwizard.com/DMRC). The bidders shall ensure that a receipt is obtained for the submission of their Tender. Such receipt is issued free of cost/charge. In addition, a declaration by the bidders as per Annexure-10 must be submitted stating that the tender document has been downloaded from official website of e-tendering portal [www.tenderwizard.com/DMRC](http://www.tenderwizard.com/DMRC) and no changes, whatsoever, has been made by the bidder. Bids received without the declaration are liable to be rejected at any stage.

### 3.21 **Submission of Tenders**

The Bid complete in all respect shall be accepted only up to the date and time as specified in NIT. Bids have to be submitted online on the website [www.tenderwizard.com/DMRC](http://www.tenderwizard.com/DMRC). The Bidders shall furnish the information strictly as per the formats given in the tender documents without any ambiguity. The DMRC shall not be held responsible if the failure of any Bidder to provide the information in the prescribed formats results in lack of clarity in the interpretation and consequent disqualification of their Bid.

The Bidder has to submit the Cost of tender Document and Bid Security in original on or before due date and time of submission of Bid, failing which, Bid shall be summarily rejected.

### 3.22 **Late Tenders**

Tenders have to be uploaded on e-tendering portal [www.tenderwizard.com/DMRC](http://www.tenderwizard.com/DMRC) before the due date and time of tender submission. The tender security and cost of tender documents shall be submitted to office of Dy. General Manager/Property Business, Delhi Metro Rail Corporation 'B'-Wing, 4<sup>th</sup> Floor, Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi -110001. It shall be the responsibility of the bidder/tenderer to ensure that their tender security and cost of tender documents reaches the designated officer before the scheduled date and time of submission.

Tender document cost & tender security received after due date and time of submission of Bid shall not be accepted. DMRC will not be responsible for any delay, internet connection failure or any other error in uploading the tender submission. The bidders are advised to upload their submissions well before the due date and time of tender submission to avoid any failure. DMRC shall not be responsible for tender security and tender cost delivered to any other place/person in DMRC (like DAK section/Tapal/receipt section etc) other than the designated officer and does not reach the designated officer before the due date of submission. DMRC may, at its sole discretion, extend the due date for submission of tenders by issuing an amendment. In such case, all rights and obligations of DMRC and the bidders previously subject to the original due date will thereafter be subject to the due date as extended.

### **3.23 Modification, Substitution and Withdrawal of Tenders**

A bidder may withdraw, substitute or modify its tender after it has been submitted within the due date. No tender may be withdrawn, substituted, or modified in the interval between the due date for submission of tenders and the expiration of the period of tender validity specified by the bidder on the Letter of Tender or any extension thereof. Withdrawal, substitution or modification of tender during the specified period shall result in forfeiture of tender security.

**3.24 Tender Opening:-**The tenders shall be opened online by the opening committee on specified date and time of tender opening. The tender security will be checked and details will be read out for the information of representative of bidders. Technical bids of those bidders who have not submitted tender security shall not be opened. Tender which is accompanied by an unacceptable or fraudulent Tender Security shall be considered as non-compliant and therefore rejected. The technical Bids of all the bidders shall be opened in the presence of bidders or their representatives. If such nominated date for opening of Tender is subsequently declared as a Public Holiday by DMRC, the next working day shall be deemed as the date of opening of Technical Bids. The Tender of any bidder who has not complied with one or more of the foregoing instructions may not be considered. The details will be read out for the information of representative of bidders present at the time of opening of Tender. On opening of the Tender, it will be checked if they contain Pre-Qualification, Technical & Financial Bids. Pre-Qualification & Technical bids of the bidders not containing financial bids shall not be opened. DMRC shall prepare a record of opening of the Pre-Qualification, Technical & Financial Bids, which shall include, the name of bidder and whether there is a withdrawal, substitution or modification; alternative proposals and presence or absence of a Tender security. The bidder representatives who are present shall be requested to sign the record. The omission of a bidder's signature on the record shall not invalidate the contents and effect of the record. The bidders name, details of the tender security and such other details as DMRC or their authorized representative, at their discretion, may consider appropriate will be announced at the time of tender opening. The sealed financial bids will be opened on a subsequent date after evaluation of technical bids. Financial bids of only those bidders whose submissions are found substantially responsive and

technically compliant will be opened. The time of opening of financial bids shall be informed separately to the bidders who have qualified Pre-Qualification and Technical evaluation stages and bidder(s) can be present to witness opening of Financial Bids.

**3.25 Evaluation of Financial Bids:** DMRC shall open Financial Bids of all bidders who have passed the Pre-Qualification criteria and have submitted substantially responsive Technical Tender. Financial Bids shall be opened in the presence of bidder's representatives who choose to attend at the address, date and time informed/specified by DMRC. The financial bids of the bidders shall be opened one by one, reading out the name of the bidder and whether there is a modification; the Tender Price(s), including any discounts and any other details as DMRC may consider appropriate. Only Financial Bids discounts read out and recorded during the opening of Price Tenders shall be considered for evaluation. No Tender shall be rejected at the opening of Price Tenders. The bidder's representatives who are present shall be requested to sign the record. The omission of a bidders' signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all bidders. In case two or more bids are of the same rates then Bidder whose turnover is higher will be selected. However, DMRC's decision shall be binding and final.

### **3.26 Correction of Errors**

Tenders found to be substantially responsive will be checked by DMRC for any arithmetical errors in computation and summation during financial evaluation. Errors, if any shall be considered as follows:

- a. Where there is a discrepancy between amounts in figures and in words, the amount in words will govern, unless the amount expressed in words is related to an arithmetical error, in which case the amount in figures shall prevail;
- b. Where there is a discrepancy between the unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will normally govern unless in the opinion of DMRC there is an obviously gross misplacement of the decimal point in the unit price, in such case, the total amount as quoted will govern; and
- c. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.

If a bidder does not accept the correction of errors as outlined above, their tender will be rejected and the tender security may be forfeited in favour of DMRC.



## **CHAPTER 4**

### **INSTRUCTIONS TO BIDDER**

- 4.1 No Bidder shall submit more than one Bid for this tender.
- 4.2 Notwithstanding anything to the contrary contained in this tender document, the detailed terms specified in the draft License Agreement shall have overriding effect; provided that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the License Agreement.
- 4.3 The Bid should be furnished in the format mentioned at Annexure-6, clearly indicating the financial offer in both figures and words, in Indian Rupees. In the event of any difference between figures and words, the amount indicated in words shall be taken into account.
- 4.4 The Bidder should submit a Power of Attorney as per the format at Annexure-5, authorising the signatory of the Bid to commit the Bidder.
- 4.5 The Bid and all communications in relation to the Bidding Documents shall be made in English language.
- 4.6 The documents including this tender document and all other attached documents provided by DMRC shall remain or become the properties of DMRC and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this Clause shall also apply mutatis mutandis to Bids and all other documents submitted by the Bidders and DMRC shall not return to the Bidders any Bid, document or any information provided thereto.
- 4.7 The Bidder shall not have a Conflict of Interest that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. A Bidder shall be deemed to have a Conflict of Interest affecting Bidding Process if a constituent of such Bid is also a constituent of another Bid.
- 4.8 Cost of Bidding: The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. DMRC shall not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.
- 4.9 Verification of information: Bidders are advised to submit their respective Bids after visiting DMRC space and ascertaining themselves the conditions, traffic, location, surroundings, climate, availability of power, water and other utilities, access to station/space, handling and storage of materials, weather data, applicable laws and regulations and any other matter considered relevant by

them. DMRC shall provide necessary permission and assistance to the prospective Bidders in this regard.

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

1. Made a complete and careful examination of the bidding documents.
2. Received all relevant information from DMRC.
3. Accepted the risk of inadequacy, error or mistake in the information provided in the bidding documents or furnished by or on behalf of DMRC relating to any of the matters referred to in tender document.
4. Satisfied itself about all matters, things and information hereinabove necessary and required for submitting an informed Bid, execution of the license agreement in accordance with the bidding documents and performance of all of its obligations thereunder.
5. Acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the bidding documents or ignorance of any of the matters hereinabove shall not be a basis for any claim for compensation, damages, claim for performance of its obligations, loss of profits, etc. from DMRC or a ground for termination of the License Agreement by the Licensee.
6. Acknowledged that it does not have a Conflict of Interest and
7. Agreed to be bound by the undertakings provided by it under and in terms hereof.

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

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

4.13 Amendment of tender document:-

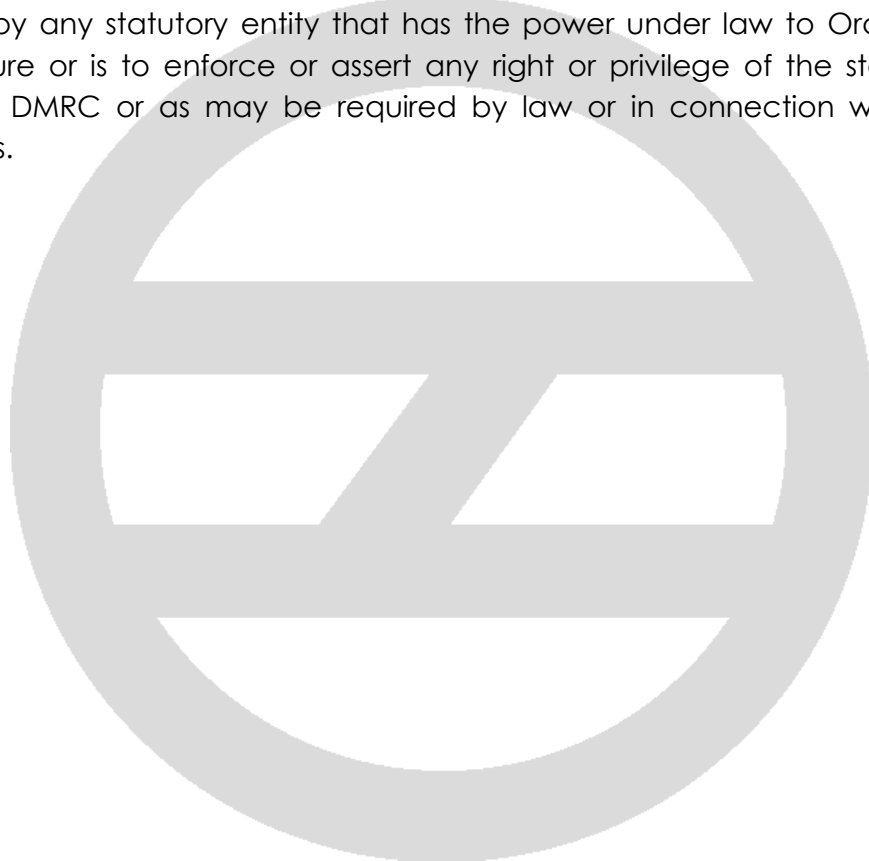
1. At any time, prior to the Due Date for submission of bid, DMRC may, for any reason, modify the tender document by the issuance of Addendum/Corrigendum.
2. In order to afford the Bidders a reasonable time for taking an Addendum/Corrigendum into account or for any other reason, DMRC may in its sole discretion extend the Bid submission Date.

- 4.14 The Bid complete in all respect shall be accepted up to the date and time specified in NIT. Bids have to be submitted online on the website [www.tenderwizard.com/DMRC](http://www.tenderwizard.com/DMRC). The Bidders shall furnish the information strictly as per the formats given in the tender documents without any ambiguity. The DMRC shall not be held responsible in case of failure of any Bidder to provide the information in the prescribed formats results in lack of clarity in the interpretation and consequent disqualification of its Bid.
- 4.15 Bid documents submitted by fax, telex, telegram, mail or e-mail, etc shall not be entertained and shall be summarily rejected. Only complete uploaded document received on or specified Date shall be considered as valid. Applications received without bid security amount and tender cost shall be summarily rejected.
- 4.16 The Bid should be uploaded on or before specified date and time as per e-tender norms.
- 4.17 DMRC shall open the Bids on the Date, place & time specified in this document and in the presence of the Bidders who choose to attend the proceedings.
- 4.18 To facilitate evaluation of Bids DMRC may at its sole discretion seek clarifications in writing from any Bidder regarding its Bid.
- 4.19 The evaluation and assessment for the selection of the Bidder(s) shall be based on the Bid Variable i.e. the rate of License Fee quoted by the Bidders. The Bidder, quoting the highest rate of License fee per sqm per month shall be declared the highest bidder and their offer shall be evaluated and assessed by DMRC. In case, two or more bids are of the same rate then Bidder whose turnover is higher will be selected. However, DMRC's decision in this regard shall be binding and final.
- 4.20 After evaluation of Bids, Letter of Acceptances ("LOAs") shall be issued, in duplicate to the Selected Bidder and the Selected Bidder shall within 7 (seven) days of the receipt of the LOAs, sign and return the duplicate LOA in acknowledgement and as a token of unconditional acceptance thereto. In the event, the duplicate LOA duly signed by the Selected Bidder is not received by the stipulated date, DMRC may, unless it consents to extension of time for submission thereof, forfeit the Bid Security of such Bidder as Damages on account of failure of the Selected Bidder to unconditionally accept the terms of LOA.
- 4.21 The licensee shall pay Advance License Fee for 1<sup>st</sup> Quarter to DMRC within 75 days after handing over of licensed space.
- 4.22 After acceptance of the LOA, the Selected Bidder shall execute the License Agreement within the period prescribed in tender document. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the License Agreement.
- 4.23 Notwithstanding anything contained in this Bid document, DMRC reserves the right to accept or reject any Bid offer and to annul the Bidding Process and

reject all Bid offers, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reason therefore. In the event, DMRC rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

#### 4.24 Confidentiality:

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



## **CHAPTER 5**

### **MISCELLANEOUS**

5.1 The Bidding Process shall be governed by and construed in accordance with the laws of India and the Courts at New Delhi shall have exclusive jurisdiction over all disputes arising under or pursuant to or in connection with the Bidding Process. During the bidding process no dispute of any type would be entertained. Even in such cases where DMRC asks for additional information from any bidder, the same cannot be adduced as a reason for citing any dispute. All disputes between the selected bidder and DMRC shall be settled as per the Dispute Resolution procedure elaborated in the Draft License Agreement after signing the License Agreement. The Courts at Delhi shall have the sole & exclusive jurisdiction to try all the cases arising out of this License agreement.

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

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

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

5.4 The Tender Document and License Agreement are to be taken as mutually explanatory and, unless otherwise expressly provided elsewhere in this tender document, in the event of any conflict between them, the priority shall be in the following order:

- a) License Agreement
- b) Tender Document;

5.5 In case of any correction/addition/alteration/omission in the Tender Document observed at any stage, the bid shall be treated as non-responsive and shall be rejected.

### **5.6 CONSTITUTION OF CONSORTIUM**

In case of a Bid by a JV/Consortium of firms, following shall be abided by its members:

1. The Lead Member of the JV/Consortium shall maintain a minimum percentage share of 51% of the aggregate shareholding of the JV/Consortium during full tenure of License Agreement.
2. During initial lock in period, normally no change in the percentage stake of JV/Consortium members shall be permitted. However, if warranted, the change in the percentage stake of JV/Consortium members during initial lock in period substantiated with specific reasons may be permitted with prior written approval of DMRC.
3. After initial lock in period, the change in percentage stake of JV/Consortium members may be permitted with prior written approval of DMRC.
4. Any change in percentage stake of JV/Consortium members without prior written approval of DMRC shall be treated as Material Breach of Contract and Licensee's Event of Default entitling DMRC to en-cash Security Deposit/Performance Guarantee and or to terminate the License Agreement after 30 days notice.
5. It is clarified that percentage stake of lead member of JV/Consortium members shall always be more than 51% during license period. After lock-in period, Lead member may be any member of JV/Consortium, provided its percentage stake in JV/Consortium is more than 51%.
6. Minimum percentage stake of any member in JV/Consortium during license period (including lock-in period) shall not be less than 15%.
7. Partners having less than 26% participation shall be considered as non-substantial partner and shall not be considered for evaluation which means that their eligibility shall not be considered for evaluation of JV/Consortium.
8. All members of such entity shall be jointly and severally liable for the performance of License agreement.
9. Any individual applicant or member of a consortium cannot participate in the tender simultaneously in the capacity of member of another consortium.

## **5.7 Scope of Work**

This tender is intended to create & exploit the capabilities of digital media. The selected Bidder shall have exclusive rights to design, procure/manufacture, install, manage, operate, maintain, market and sell advertising opportunities at ITO station subject to the terms and conditions specified in the License Agreement. Licensee shall be responsible for the following activities:-

- a) The list of total pre-fabricated inventory is available at Annexure-1.
- b) Digital signages are being installed at TOM/CCC, etc. of newly opened stations for passenger information. It is proposed that the successful bidder

shall provide 10 sqm free of cost customized (in number & dimensions, as per DMRC need) digital media for DMRC's operational requirement. This media shall be maintained (hardware & software, as per DMRC requirement) by the licensee during the currency of the contract. The main purpose of this media shall be for displaying information to DMRC commuters at TOM/CCC and other locations inside station.

- c) The advertiser shall provide the advertisement as per their requirement, subsequent to the approval of DMRC, as stipulated.
- d) Licensee shall be submitting a list of proposed inventory (consisting of minimum area offered of 100 sqm along with any additional area that the licensee wishes to utilize during the tenure of the contract) with locations within 3 months of handing over of the station.

Notwithstanding proposed inventory as mentioned above, licensee may apply for any additional inventory in addition to proposed inventory as per their requirement as per terms & conditions of the contract agreement during the tenure of the contract.

Prefabricated inventory is available at the station, which is listed at Annexure-1. Licensee may utilize this space for digital advertisement. However, if licensee is not able to utilize any / all of this entire prefabricated inventory for digital advertisement, licensee will provide DMRC message(s) on vacant panels through static advertisement (by use of flex or any other suitable display), for which write up shall be provided by DMRC. However, advertiser shall be permitted to mention their contact details on such message/s. However, if the licensee fails to update the unutilized prefabricated inventory within 90 days of providing DMRC messages, DMRC may provide the same & recover the cost from the licensee.

At no stage, any prefabricated advertisement panels shall be left unattended & shall be maintained / updated by the Licensee. And, for the intervening time, when licensee is not fully utilizing the same, it shall not bear a barren, deserted & shabby look; and presents a pleasant & aesthetic view of the station.

Subsequent to completion of the license period, all the infrastructure provided by the licensee for digital advertisement & operational requirement (servers, network connectivity, etc) shall become property of DMRC.

- e) Designing of all advertising units/structures to complement station architecture for advertising sites.
- f) Procurement, fabrication, installation & erection of advertising units. Advertisement inventory shall include spaces inside selected metro station only and no advertisement shall be allowed on outer side of the metro station.
- g) Appoint an architect to interact with nodal DMRC representative to bring clarity in understanding of spaces, to coordinate and implement decisions taken.
- h) Operate, manage and maintain the entire advertisement plans.

- i) Management of sales & marketing of the advertising within station including providing adequate professionally trained manpower.
- j) Design of themes depicting Delhi culture and its natural beauty and Delhi tourism for display at the advertising sites as per the tender conditions.
- k) Promote DMRC amongst India's top three Destination Brands for Advertising.
- l) Obtain all approvals, permits, etc. from all competent authorities including different tiers of government, statutory, local, Civic Authorities, etc. at their own cost.
- m) Comply with all statutory requirements in connection with License Agreement.
- n) Ensure regular and timely payments of all amounts due to DMRC and discharge all obligations as per License Agreement.
- o) All taxes including Municipal/Advertisement Taxes, Service tax and all other statutory dues where applicable shall be borne solely by the licensee without any contest.
- p) At present, DMRC is not liable to share its revenue generated from advertisements inside DMRC Metro stations with local bodies including MCD, etc. However, if DMRC becomes liable to share revenue with local bodies from advertisements Inside Selected Metro Stations in future, then DMRC shall deposit the due share to local bodies out of its own funds. Licensee shall not be liable to part with any additional amount on this account.

### **6.3 Station Available For Exclusive Advertisement Rights:**

ITO metro station is proposed to be given for exclusive advertisement rights through digital media. Licensee shall have exclusive advertisement rights immediately after issue of LOA. If required, licensee can also use pre-fabricated panels for digital advertisement after prior approval from DMRC.

#### **Exception to Exclusivity:**

- (i) DMRC has provided contract for regular cleaning & maintenance of toilet blocks with continuous serviceability round the clock along with advertisement rights (for area not exceeding 15 sqm) on the toilet blocks to the contractor.
- (ii) DMRC may install / create any new inventory, panels, etc. for its partners, etc. without any commercial exploitation from the same.
- (iii) The licensee shall not be provided rights for advertising through wi-fi, mobile/radio signals on advertisement media not installed / owned by them, viz, mobile, tablet, etc. of commuters', DMRC staff, etc.



## Annexure-1

### Details of Advertisement space offered for licensing

<b>List of Prefabricated Advertisement Panels</b>				
<b>S/N</b>	<b>Station</b>	<b>Panel Size (in m)</b>	<b>Qty</b>	<b>Area</b>
1	ITO Metro Station	3.75 * 1.95	36	263.25 sqm

**Note:**

1. Area indicated above is approximate. Actual area measured at the time of handing over and it shall be final. If there is any variation in area, the License Fee and other dues shall be charged for actual area handed over.
2. The Advertising spaces inside ITO metro station is offered on license basis is available on "as is where is basis".
3. Prefabricated inventory is available at the station for digital advertisement, which is listed above. **However**, Licensee may utilize this inventory for digital advertisement or may create their inventory.
4. The digital advertisement rights offered are for a minimum of 100 sqm. The licensee may apply for additional area, and the same shall be charged on pro-rata basis.
5. Additional floor space required by the licensee to install support equipments, viz, server(s), kiosk, etc. shall be charged at the prevalent rate of licensee fee. This area shall not be commercially exploited otherwise.
6. No audio will be permitted from the installed media panels because of interference with public address system installed at the station.
7. Safety and security of the installed infrastructure shall be of the advertisers and DMRC shall in no way responsible for the same.

**Annexure-2**  
**Letter of application & interest**  
(On Official letterhead of the Bidder)

No:

Dated:

**General Manager/Property Business,  
2<sup>nd</sup> Floor, A Wing, Metro Bhawan,  
Fire Bridge Lane, Barakhamba Road,  
New Delhi-110001**

**Sub:** Bid for Licensing of Advertisement Rights inside ITO metro station.

Sir,

With reference to above subject, I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for the aforesaid Licensing Rights of Advertising Rights on License Fee basis inside ITO metro station. The Bid is unconditional and unqualified.

1. I/ We acknowledge that DMRC shall be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the Licensee for the aforesaid subject and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.
2. This statement is made for the express purpose of our selection as Licensee for the aforesaid subject. I/We shall make available to DMRC any additional information it may find necessary or require to supplement or authenticate the Bid.
3. I/We acknowledge the right of DMRC to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
4. I/We declare that:
  - (a) I/We have examined and have no reservations to the Bidding Documents, including Addendum/Corrigendum, if any, issued by DMRC; and
  - (b) I/We do not have any conflict of interest in accordance with provisions of the tender document; and
  - (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as stipulated in the tender document, in respect of any Bid or request for proposal issued by or any agreement entered into with DMRC; and

- (d) I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of the tender document, no person acting for us or on our behalf has engaged or shall engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and
- (e) The undertakings given by me/us along with the Application in response to the tender document for the above subject were true and correct as on the date of making the Bid Application and are also true and correct as on the Bid Due Date and I/we shall continue to abide by them.
5. I/We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the above subject, without incurring any liability to the Bidders, in accordance with provisions of the tender document.
  6. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or otherwise arising to challenge or question any decision taken by DMRC in connection with the selection of the Bidder or in connection with the Bidding Process itself, in respect of the above mentioned subject License Agreement and the terms and implementation thereof.
  7. In the event of my/our being declared as the Selected Bidder, I/we agree to enter into a License Agreement in accordance with the draft that has been provided to me/us in the tender document. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
  8. I/We have studied all the Bidding Documents carefully and also surveyed the DMRC Space. We understand that except to the extent as expressly set-forth in the License Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by DMRC or in respect of any matter arising out of or relating to the Bidding Process including the award of License Agreement.
  9. I/We offer due Bid Security to DMRC in accordance with the tender Document.
  10. I/We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/we shall have any claim or right of whatsoever nature if the licensing rights as mentioned hereinabove are not awarded to me/us or our Bid is not opened or rejected.
  11. The financial offer has been quoted by me/us after taking into consideration all the terms and conditions stated in the tender document, draft License Agreement, addendum/corrigendum, our own estimates of costs and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of the project.
  12. I/We agree and undertake to abide by all the terms and conditions of the tender document.

13. I/We agree and undertake to be jointly and severally liable for all the obligations of the Licensee under the License Agreement for the License period in accordance with the Agreement.
14. I/We shall keep this offer valid for 180 (one hundred and eighty) days from the Bid Due Date specified in the tender document.
15. I/We agree to submit one copy of Letter of Acceptance to DMRC within 7 days from the date of its issuance as a token of unconditional acceptance of LOA.
16. To deposit the first advance quarterly license fee for Advertisement inside ITO metro station for minimum 100 Sqm, within 30 (Thirty) days of the date of issue of letter of acceptance.
17. To deposit the requisite Interest Free Security Deposit which shall be equivalent to 6 (Six) months License Fees and will remain fixed during the currency of the contract even in case of increase or decrease in minimum area is up to 10%.
18. That the License Fee shall commence from the 76<sup>th</sup> day of handing over of the minimum area of 100 Sqm as prefabricated panels, video walls, touch panels, LED, LCD screens, etc.
19. To sign the License Agreement within the prescribed timeframe as mentioned in the tender document or on date as indicated by the authorized representative of DMRC, failing which, DMRC may deem that you are not interested in the offer and forfeit all payments made till date 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.
20. 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.
21. 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.
22. 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 media/inserts will be borne by us.
23. 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.

24. To undertake not to tamper/alter/modify the document in any manner whatsoever. DMRC may reject the bid outright in case it is found 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 tender document has been tampered/altered/modified or even corrected.
25. I/We hereby submit tender document complete in all respect and duly signed on each page as a token of unconditional acceptance of all terms and conditions set out in this tender document.

In witness thereof, I/we submit this Bid under and in accordance with the terms of the tender document.

Yours

**(Signature, name and designation of the Authorised signatory)**  
**Name and seal of Bidder/Lead Member**

**Date:**

**Place:**

**Annexure-3**  
**General Information of the Bidder**

1. (a) Name :
- (b) Country of incorporation :
- (c) Address of the corporate headquarters :
- (d) Address of its branch office(s) in India:
  
2. Details of individual(s) who shall serve as the point of contact/ communication for DMRC within the Company:
  - (a) Name :
  - (b) Designation :
  - (c) Company :
  - (d) Address :
  - (e) Telephone Number :
  - (f) Fax Number :
  - (g) E-Mail Address :

3. In case of Consortium/JV:

a. The information above (1 & 2) shall be provided for all the members of the consortium.

b. Information regarding role of each member:

Sl. No.	Name of Member	Proportion of Equity to be held in the Consortium	Role*
1			
2			
3			

\* Specify whether Lead Member / Ordinary Member

Signed

(Name of the Authorized Signatory)

For and on behalf of

(Name of the Bidder)

Designation

Place:

Date:

**Annexure-4**

**Certificate of Statutory Auditor with regard to Eligibility of the Bidder**  
(On the Letterhead of the Statutory Auditor)

We have verified the relevant statutory and other records of M/s \_\_\_\_\_ [Name of Bidder], and certify that the cumulative turnover of M/s \_\_\_\_\_ (Name of the Bidder) from the Business/Businesses in the last 3 completed financial years is Rs. \_\_\_\_\_.

Years wise detail of Gross Annual Turnover from the business/Businesses is/are as under:

Name of Bidder or member of JV	Turnover from the Business as specified in TENDER		
	2012-2013	2013-2014	2014-2015
Name of Bidder or 1 <sup>st</sup> member of JV			
2 <sup>nd</sup> member of JV			
3 <sup>rd</sup> member of JV			
TOTAL			

Name & address of Applicant's Bankers:

**Signature and Seal of the Statutory Auditor clearly indicating their/her membership number**

Note: Turnover from Business as brought out in the Audited Annual Financial from Certificate of Statutory Auditor of the bidder.

### Annexure-5

#### Format For Power of Attorney of Bidder 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 Bid, 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 Bid.

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 be deemed to have been done by us.

For

---

Accepted

\_\_\_\_\_ (signature)  
(Name, Title and Address) of the Attorney

**Note:**

1. *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 32 fulfillment(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*
2. *It should be on non-judicial stamp paper of Rs.100/- duly notarized and supported by copy of Board of Resolution passed for this purpose (in case of company).*



**Annexure-6****Financial Bid Form**

**Name of the Bid:** Bid for Licensing of Advertising Rights inside ITO Metro station.

**Period of License:** Six (6) Years

I/We hereby submit our Financial Bid for the captioned Bid. If the License is awarded to me/us, I/ we agree to make the following payments to DMRC as per terms and conditions set forth in the tender Document.

I/ We hereby submit the Financial Bid for the captioned Bid and quote the rate of license fees as given below.

List of Advertising spaces			License Fee in Rs. Per sqm per month	
Sl No	Line	Station	In Fig.	In words
1	Line - 6	Inside ITO Metro Station		

I/we also agree/ declare that -

- a) The other utility charges like electricity, statutory dues/taxes, local levies, etc. as applicable to be charged extra.
- b) If there is any discrepancy between amounts quoted in words and figures, the amount quoted in words shall prevail.
- c) This offer is being made by me/us after taking into consideration all the terms and conditions stated in the tender document and after careful assessment of the space offered, all risks and contingencies and all other conditions that may affect the financial Bid. Monthly License Fee shall be equal to Area of space X Rate.
- d) My/our offer shall remain valid for 180 days from the due date of submission of this Bid.
- e) I/we undertake to make the payments to DMRC as per terms and conditions of the Bid document as per rates given above.

Authorized signatory

Date:

**Annexure-7**  
**Consortium Agreement/Memorandum of Understanding**

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

BETWEEN

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

AND

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

AND

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

Whereas Delhi Metro Rail Corporation Limited (hereinafter referred to as 'DMRC') has invited Bids for the Licensing of exclusive advertisement rights inside ITO metro station through digital media in terms of the Bid documents issued for the said purpose and the eligibility conditions required that the Bidders bidding for the same should meet the conditions stipulated by DMRC for participating in the bid by the Consortium for which the Bid has been floated by DMRC.

AND WHEREAS in terms of the bid documents all the parties jointly satisfy the eligibility criteria laid down for a bidder for participating in the bid process by forming a Consortium between them.

AND WHEREAS all the parties hereto have discussed and agreed to form a Consortium for participating in the aforesaid bid and have decided to reduce 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 having decided to pool their technical know-how, working experiences and financial resources, have formed themselves into a Consortium to participate in the Bid process for Licensing of exclusive advertisement rights inside ITO metro station through digital media in terms of the Bid invited by Delhi Metro Rail Corporation Ltd., (DMRC).
2. That all 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 awarding the Bid to the Consortium so that the Consortium may take up the aforesaid license, in case, the Consortium turns out to be the successful bidder in the bid being invited by DMRC for the said purpose.
3. That all the members of the Consortium have satisfied themselves that by pooling their technical know-how and technical and financial resources, the Consortium fulfills the pre-qualification/eligibility criteria stipulated for a bidder, to participate in the bid for the said Bid process for exclusive advertisement rights inside ITO metro station.
4. That the Consortium have agreed to nominate any one of \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_ as the common representative who shall be authorized to represent the Consortium for all intents and purposes for dealing with the Government and for submitting the bid as well as doing all other acts and things necessary for submission of bid documents such as Bid Application Form etc., Mandatory Information, Financial Bid, etc. and such other documents as may be necessary for this purpose.
5. 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 license agreement.
  - (ii) The Participant Member shall have \_\_\_\_ (\_\_\_%) of share holding with reference to the Consortium for this specified license agreement.
6. That in case to meet the requirements of bid documents 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 purpose 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 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)
3. (\_\_\_\_\_)   
Authorized Signatory   
(\_\_\_\_\_)   
For (Name of company)

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

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

**Annexure-8**

**Affidavit**

(To be given separately by each consortium member of the Bidder on Non-Judicial Stamp Paper of Rs. 10)

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

1. I state that I am the authorised signatory of .....(insert name of company/consortium member) (hereinafter referred to as "Bidder/Consortium Member") and I am duly authorised by the Board of Directors of the Bidder/Consortium Member to swear and depose this Affidavit on behalf of the bidder/consortium member.
2. I state that I have submitted information with respect to our eligibility for Delhi Metro Rail Corporation's (hereinafter referred to as "DMRC") tender for licensing out exclusive advertisement rights inside ITO metro station through digital media and I further state that all the said information submitted by us is accurate, true and correct and is based on our records available with us.
3. I state that, we hereby authorize and request any bank, authority, person or firm to furnish any information, which may be requested by DMRC to verify our credentials/information provided by us under this Bid and as may be deemed necessary by DMRC.
4. I state that if at any point of time including the License period, in case DMRC requests any further/additional information regarding our financial and/or technical capabilities, or any other relevant information, we shall promptly and immediately make available such information accurately and correctly to the satisfaction of DMRC.
5. I state that, we fully acknowledge and understand that furnishing of any false or misleading information by us in our Bid shall entitle DMRC to disqualify us from the tendering process for the said project. The costs and risks for such disqualification shall be entirely borne by us.
6. I state that all the terms and conditions of the tender Document have been duly complied with.

DEPONENT

VERIFICATION:-

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

Verified at ....., on this ..... day of.....,2015.

DEPONENT



**Annexure-9**

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

**Undertaking for Responsibility**

\_\_\_\_\_ as a lead member of the consortium of \_\_\_\_\_ companies-  
namely \_\_\_\_\_ (Complete  
name with address) jointly & severally undertake the responsibility in regards to the  
license agreement with DMRC in respect of Licensing of exclusive advertisement rights  
inside ITO metro station:-

1. That, we solely undertake that \_\_\_\_\_ (Name of the Company/  
consortium member) shall conduct all transactions/correspondences and any  
other activity in connection with License agreement pertaining to exclusive  
advertisement rights inside ITO metro station through digital media with DMRC.
2. That, all consortium members are jointly or severally responsible for all  
commitments liabilities dues etc to DMRC.
3. That we further confirm that the stake holding of lead member-  
\_\_\_\_\_ (Name of the company/  
consortium member) shall  
always remain more than 51% and we all consortium members shall insure that  
there shall be no change in the stake holding of all parties during the initial lock-  
in period of license agreement.
4. We also confirm that our consortium was made on Dt.\_\_\_\_\_, for seeking  
licensing rights of \_\_\_\_\_ and  
in support of which a copy of our Board Resolution is attached with this  
Undertaking.

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

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

Witness 1.

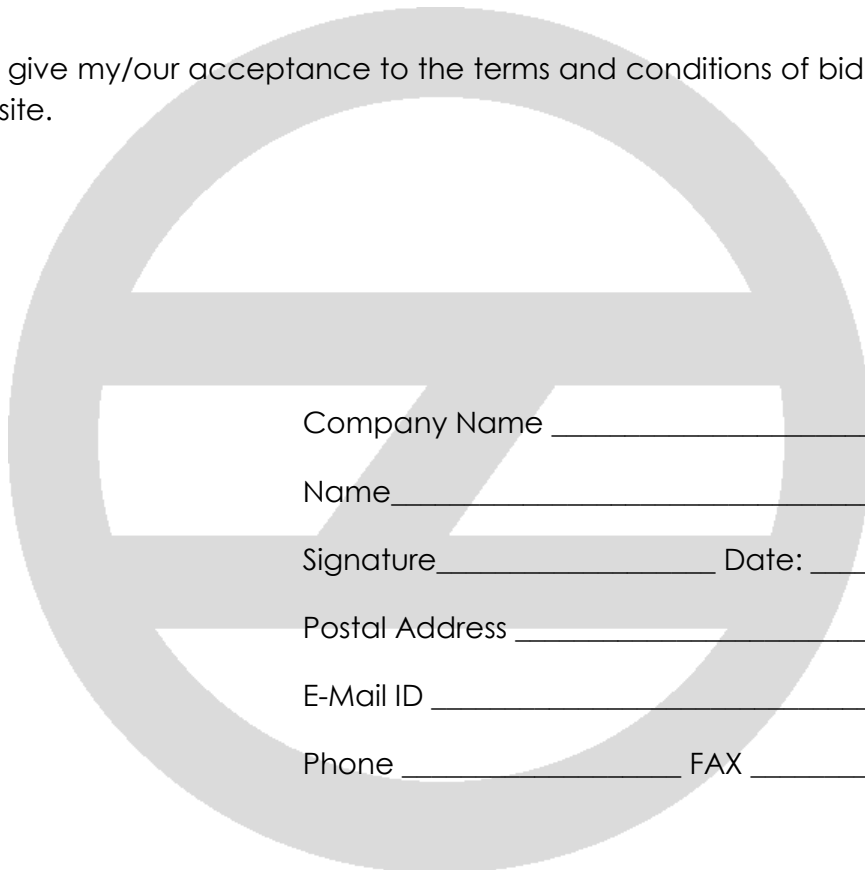
2.

**Annexure - 10**

**UNDERTAKING FOR DOWNLOADED TENDER DOCUMENT**

We hereby confirm that we have downloaded/read the complete set of tender documents/addendum/corrigendum/clarifications along with the set of enclosures hosted on e-tendering portal [www.tenderwizard.com/DMRC](http://www.tenderwizard.com/DMRC). We confirm that we have gone through the bid documents, addendum, corrigendum and clarifications for this work placed up to the date of opening of bids on the e-tendering portal [[www.tenderwizard.com/DMRC](http://www.tenderwizard.com/DMRC)]. We confirm our unconditional acceptance for the same and have considered these in the submission of our financial bid.

I/We hereby give my/our acceptance to the terms and conditions of bid downloaded from tender site.



Company Name \_\_\_\_\_

Name \_\_\_\_\_

Signature \_\_\_\_\_ Date: \_\_\_\_\_

Postal Address \_\_\_\_\_

E-Mail ID \_\_\_\_\_

Phone \_\_\_\_\_ FAX \_\_\_\_\_

Company Seal:



**Annexure-11**  
**Chapter: 1**  
**Draft License Agreement**  
**Agreement No \_\_\_\_\_ of Year \_\_\_\_\_**

**THIS AGREEMENT** entered into at Delhi on this \_\_\_\_ day of \_\_\_\_\_ 2015 between Delhi Metro Rail Corporation Ltd. a company incorporated under the provisions of 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 it's successors and assigns) of the **First Party**.

**AND**

M/s \_\_\_\_\_, a company incorporated under the provisions of the Companies Act-1956 or 2013 and having its registered office at \_\_\_\_\_ 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 augment its revenues through non-operating revenue, had invited Bids from the interested parties for granting exclusive advertisement rights inside ITO metro station through digital media by installing Video Walls, Touch Panes, LEDs, LCD Screens, etc. through open bidding process. Based on fulfillment of eligibility criteria as laid down in tender document, successful bidder has been selected for assigning exclusive advertisement rights inside ITO metro station on Line No. -6, through digital media on “*as is where is basis*”.
- b) The licensee shall perform the obligations and exercise the rights under the Letter of Acceptance (LOA) including the obligations to enter into the License Agreement, pursuant to the LOA.
- c) Therein after referred to as Advertisement Spaces, on payment of License Fee to DMRC on the terms and conditions hereunder contained in this License Agreement.
- d) The Licensee shall design, procure, manufacture, fabricate, install, commission, manage, operate, maintain, market and sell advertising spaces/opportunities inside ITO metro station through digital media as specified in this Agreement at its own cost. Advertisement spaces for installation of Video Walls, Touch Walls, LEDs, LCD Screens, etc shall be identified by the Licensee and got approved from DMRC before commissioning.

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

- A. 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 Document, its Addendums & Corrigendum, if any.
  - 1.3 Any other document issued by/of DMRC forming part of the Bidding Process.
  
- B The Licensee hereby covenants as follows: -
  - 1 Licensee hereby assumes responsibility for exclusive advertisement rights inside ITO metro station through digital media by installing Video Walls, Touch panes, LEDs, LCD Screens, etc. Licensee shall be responsible for design, procure, manufacture, fabricate, install, commission, manage, operate, maintain, market and sell advertising spaces/opportunities inside station as specified in this Agreement at its own cost. All the advertising sites and formats proposed by the Licensee are subject to approval by DMRC with regard to operational feasibility, aesthetics, safety and security concerns. Licensee shall provide 10 sqm, free of cost, customized (in number and dimension, as per DMRC need) digital media for DMRC'S operational requirement. This media shall be maintained (hardware and software, as per DMRC requirement) by the licensee during the currency of the contract. The main purpose of this media shall be to provide information to DMRC commuters at TOM/CCC & and any other location inside ITO station.
  
  - 2 Licensee irrevocably agrees to make all payments including License Fee as per this Agreement as and when due, without delay or demur and without waiting for any formal advice from DMRC, in this regard.
  
  - 3 The Licensee confirms having examined the potential locations inside ITO metro station in detail and fully understands and comprehends the technical requirements of the advertisement insert/media. The Licensee also confirms full satisfaction as to the business viability of licensing the advertisement spaces inside ITO metro station through digital media and hereby voluntarily and

unequivocally agrees not to seek any claim, damages, compensation or any other consideration, whatsoever on this account. Licensee also confirms having made independent assessment of present and future market potential and no future claim whatsoever regarding change in market circumstances shall be used by it as an alibi or excuse for non-payment of License Fee and other amounts due to DMRC under this License Agreement.

- 4 That DMRC and LICENSEE represent and warrant that they are empowered, authorized and legally able to enter into this agreement.



## Chapter: 2

### Definitions

- a) **“Advertisements”** or **“Advertising”** means display of any digital advertisement media including video walls, touch panels, LEDs, LCD screens, etc. which are not objectionable or prohibited under various statutes, codes, policies, etc. as applicable from time to time.
- b) **“Agreement”** means this License Agreement executed between DMRC and Selected Bidder.
- c) **“Applicable Laws”** means all laws, brought into force and effect by Government of India, State Governments, local bodies and statutory agencies and rules/regulations/notifications issued by them from time to time and applicable to this License Agreement. It also include judgments, decrees, injunctions, writs and orders of any court or judicial authority as may be in force and effected from time to time.
- d) **“Commencement Date”** means the date of handing over of sites as per annexure-1 for advertisement.
- e) **“License”** means the Advertising Rights granted by DMRC to the Selected Bidder for exclusive advertisements inside ITO metro station through digital media under terms and conditions of this Agreement.
- f) **“Licensee”** means the Selected/successful Bidder, who has executed the License Agreement with DMRC pursuant to the conclusion of the bidding process.
- g) **“License Fee”** means the amount payable by the Licensee to DMRC for advertisement space as per Terms and Conditions of the License Agreement.
- h) **“DMRC”** means Delhi Metro Rail Corporation Limited.
- i) **“Interest Free Security Deposit/Performance Security”** means interest free amount to be deposited by Licensee with DMRC as per terms and conditions of License Agreement as a security against performance of License agreement.
- j) **“License Period”** means a period of 6 years starting from the “Commencement Date”.
- k) **“Places available for advertisement”** or **“Advertising Spaces”** means inside ITO metro station through digital media where advertisement is displayed by Licensee in pursuance with this Agreement.

- l) **“Selected Bidder”** means the Bidder who has been selected by DMRC, pursuant to the bidding process for award of License.



## Chapter: 3

### **Objective and Scope of Exclusive Advertisement Rights inside ITO metro station**

3.1 **Objectives of License Agreement:** Objectives of License Agreement are set herewith:

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

3.2 **Scope of Exclusive Advertisement Rights**

This tender is intended to create & exploit the capabilities of digital media. The selected Bidder shall have exclusive rights to design, procure/manufacture, install, manage, operate, maintain, market and sell advertising opportunities at ITO station subject to the terms and conditions specified in the License Agreement. Licensee shall be responsible for the following activities:-

- a) The list of total pre-fabricated inventory is available at Annexure-1.
- b) Digital signage are being installed at TOM/CCC, etc. of newly opened stations for passenger information. It is proposed that the successful bidder shall provide 10 sqm free of cost customized (in number & dimensions, as per DMRC need) digital media for DMRC's operational requirement. This media shall be maintained (hardware & software, as per DMRC requirement) by the licensee during the currency of the contract. The main purpose of this media shall be for displaying information to DMRC commuters at TOM/CCC and other locations inside station.
- c) The advertiser shall provide the advertisement as per their requirement, subsequent to the approval of DMRC, as stipulated.
- d) Licensee shall be submitting a list of proposed inventory (consisting of minimum area offered of 100 sqm along with any additional area that the licensee wishes to utilize during the tenure of the contract) with locations within 3 months of handing over of the station.

Notwithstanding proposed inventory as mentioned above, licensee may apply for any additional inventory in addition to proposed inventory as per their requirement as per terms & conditions of the contract agreement during the tenure of the contract.

Prefabricated inventory is available at the station, which is listed at Annexure-1. Licensee may utilize this space for digital advertisement. However, if licensee is not able to utilize any / all of this entire prefabricated inventory for digital advertisement, licensee will provide DMRC message(s)

on vacant panels through static advertisement (by use of flex or any other suitable display), for which write up shall be provided by DMRC. However, advertiser shall be permitted to mention their contact details on such message/s. However, if the licensee fails to update the unutilized prefabricated inventory within 90 days of providing DMRC messages, DMRC may provide the same & recover the cost from the licensee.

At no stage, any prefabricated advertisement panels shall be left unattended & shall be maintained / updated by the Licensee. And, for the intervening time, when licensee is not fully utilizing the same, it shall not bear a barren, deserted & shabby look; and presents a pleasant & aesthetic view of the station.

Subsequent to completion of the license period, all the infrastructure provided by the licensee for advertisement & operational requirement shall become property of DMRC.

- e) Designing of all advertising units/structures to complement station architecture for advertising sites.
- f) Procurement, fabrication, installation & erection of advertising units. Advertisement inventory shall include spaces inside selected metro station only and no advertisement shall be allowed on outer side of the metro station.
- g) Appoint an architect to interact with nodal DMRC representative to bring clarity in understanding of spaces, to coordinate and implement decisions taken.
- h) Operate, manage and maintain the entire advertisement plans.
- i) Management of sales & marketing of the advertising within station including providing adequate professionally trained manpower.
- j) Design of themes depicting Delhi culture and its natural beauty and Delhi tourism for display at the advertising sites as per the tender conditions.
- k) Promote DMRC amongst India's top three Destination Brands for Advertising.
- l) Obtain all approvals, permits, etc. from all competent authorities including different tiers of government, statutory, local, Civic Authorities, etc. at their own cost.
- m) Comply with all statutory requirements in connection with License Agreement.
- n) Ensure regular and timely payments of all amounts due to DMRC and discharge all obligations as per License Agreement.
- o) All taxes including Municipal/Advertisement Taxes, Service tax and all other statutory dues where applicable shall be borne solely by the licensee without any contest.
- p) At present, DMRC is not liable to share its revenue generated from advertisements inside DMRC Metro stations with local bodies including MCD, etc. However, if DMRC becomes liable to share revenue with local bodies from advertisements Inside Selected Metro Stations in future, then DMRC shall deposit the due share to local bodies out of its own funds. Licensee shall not be liable to part with any additional amount on this account.

- 3.3 **Station Available for Exclusive Advertisement Rights:** ITO metro station is proposed to be given for exclusive advertisement rights through digital media. Total minimum advertisement area at the station is 100 sqm to be provided on as is where is basis. Licensee shall have exclusive advertisement rights immediately after issue of LOA. If required, licensee can also use pre-fabricated panels for digital advertisement after prior approval from DMRC.

**Exception to Exclusivity:**

- a. DMRC has provided contract for regular cleaning & maintenance of toilet blocks with continuous serviceability round the clock along with advertisement rights (for area not exceeding 15 sqm) on the toilet blocks to the contractor.
  - b. DMRC may install / create any new inventory, panels, etc. for its partners, etc. without any commercial exploitation from the same.
  - c. The licensee shall not be provided rights for advertising through wi-fi, mobile/radio signals on advertisement media not installed / owned by them, viz, mobile, tablet, etc. of commuters', DMRC staff, etc.
- 3.4 **Additional Area:**

If the licensee is desirous of taking up additional area and revising already approved advertisement plan at any particular location/site, the Licensee shall submit advertisement plan of the additional area for approval of DMRC once in a quarter only and in multiples of 10 sqm only. If such additional area is taken up for the currency of the license agreement, it shall be charged from 76<sup>th</sup> day from the date of handing over of additional area. In case, additional area is taken up for short duration, it shall be charged from the date of handing over of additional area. Additional area shall be charged on pro-rata basis irrespective of the fact that it is utilized or not.

- 3.5 **Surrender of Additional Area:**

If the Licensee is desirous of surrendering advertisement area over and above minimum area of 100 sqm, the licensee shall submit the plan for withdrawal of advertisement area. Such plans of surrendering advertisement area at any location/site shall be submitted at a frequency not more than once in a quarter and in one lot of minimum variation of 10 sqm of display area per quarter. The License fees for the reduced area shall be calculated from the actual date of removal of such advertisement media. Reduction in license fee shall be done consequent to certification from Station Manager or his authorized representative.

- 3.6 DMRC reserves its right to withdraw any site listed in Annexure 1. However, DMRC shall exercise the option of withdrawal of advertisement site sparingly and after



due consultation with the Licensee. The Licensee hereby voluntarily and unequivocally agrees not to seek any claim, damages, compensation or any other consideration, whatsoever on this account. The Licensee shall vacate such site within a period of 30 days from such intimation. Additional advertisement sites at ITO metro station, if any, other than those listed in Annexure-1 may also be handed over to the licensee for exclusive digital advertisement rights, however, DMRC's decision in this regard shall be final and binding. The tenure of additional advertisement sites shall be co-terminus with this license agreement.



## **Chapter: 4**

### **Disclaimer**

- 4.1 The Licensee acknowledges that prior to execution of this Agreement, it has extensively studied and analysed and satisfied itself about all the requirement of this License Agreement including but not limited to market and market conditions.
- 4.2 The Licensee acknowledges that prior to execution of this Agreement, it has carefully assessed business prospects from advertisements outside stations and that it will be fully responsible for all its assessment in this regard.
- 4.3 The Licensee confirms having seen/visited/assessed the potential locations inside ITO metro station and fully understands and comprehends the technical, financial, commercial and investment requirements.
- 4.4 The Licensee also confirms that it has fully analyzed to its fullest satisfaction, business viability of the License and hereby voluntarily and unequivocally agrees not to seek any claim, damages, compensation or any other consideration, whatsoever on this account.

## Chapter: 5

### Tenure of License

#### 5.0 **Tenure of License**

- 5.1 Exclusive Advertisement Rights is for a period of six (6) years starting from the date of handing over of sites. The tenure of License for sites handed over subsequently shall be co-terminus with the sites handed over initially.
- 5.2 There shall be a lock in period of 2 (two) years from the date of commencement of the license agreement.
- 5.3 Partial surrender of license agreement by licensee shall not be allowed.
- 5.3 There shall be a fitment period of 75 days in this tender and the fitment period shall be applicable from the date of handing over space by DMRC.
- 5.4 Based on the first six years performance, extension may be granted for a further period of three (3) years only on mutually agreed terms and conditions. DMRC reserves the sole right not to give any further extension. The licensee hereby unequivocally and voluntarily agrees not to seek any claim, damages, compensation or any other consideration due to non extension of license by the DMRC.

## Chapter: 6

### License Fee

#### 6.0 License Fee

6.1 Advertisement shall be handed over for advertisements within 10 days from the date of receipt of full payment as stipulated in Letter of Acceptance on as is where is basis. The License Fee shall commence after 75 days from the date of handing over of sites. The Licensee shall be charged for a minimum area of 100 sqm, or actual area whichever is higher irrespective of fact that it is fully commercially exploited/utilized or not.

6.2 All advertisements are subject to full compliance to technical Parameters of prevailing guidelines, applicable policy, statutes, codes, applicable laws, etc. The licensee can utilise any format of advertisement including and not limited to, visual display by electronic media like Video Walls, Touch Panels, LED, LCD Screens (without audio) and any other innovative digital advertisement media, digital display (without audio), etc. Minimum area for which license fee shall be charged is to be 100 sqm. If at any point of time actual area utilized is more than 100 sqm then actual area shall be charged on pro-rata basis.

6.3 The License fee for licensed space shall commence after 76<sup>th</sup> days from date of handing over of the spaces by DMRC and shall be charged till the termination/ completion of agreement. The Licensee shall complete his development/ refurbishment/modification or new locations, etc., in all respects, within this specified fitment period of 75 days as the License fee shall be applicable from 76<sup>th</sup> day of handing over.

6.4 Licensee shall prepare the plan for approval of DMRC. DMRC shall consider the approval in accordance with procedure given in Chapter 9 of this agreement.

6.5 The area to be charged shall be actual display area, exclusive of any border or width of framework.

6.6 The Licensee agrees voluntarily and unequivocally to make timely payments to DMRC as and when due, without waiting for any formal advice from DMRC. The License Fees shall be payable in advance on quarterly basis by the last date of previous quarter. The conciliation of license fee and other dues shall be carried out half-yearly/yearly basis. Based on such conciliation of accounts, the adjustment of license fee payable to DMRC shall be carried out along with payment of next quarter's License Fees.

#### 6.7 Non-payment of License fees and other dues.

1. Non-payment of License Fee and other dues within the prescribed date shall constitute Material Breach of Contract and Licensee Event of Default under this Agreement and shall entitle DMRC to terminate the License Agreement as per provisions stipulated in Chapter-17 of the Agreement. Besides, the Licensee shall pay an interest of 18 (Eighteen) percent per annum on the outstanding amounts of License Fee and other dues which remained unpaid after the due date and

falling in arrears. Interest shall be charged for the actual delay in number of day/s of delay in payment. Interest shall continue to accrue on compounding monthly basis until the License Fee and other dues are finally paid.

2. Licensee shall periodically advise the details of payment deposited with DMRC. In the case of non-submission of such details, initially Third party dues i.e. statutory dues/liabilities shall be settled (mandatory liabilities of DMRC) then others dues/liabilities like electricity, OMC, etc., and lastly License fee shall be accounted for.
3. The Licensee agrees voluntarily and unequivocally to make timely payments as and when due without waiting for any formal advice/invoice from DMRC.
4. In case payment is not made by due date, a 15 day's notice to cure the Licensee's Event of Default shall be issued. In the event of Licensee failing to cure the Default, DMRC shall be entitled to terminate the License Agreement by given 30 days notice and shall be free to forfeit Interest Free Performance Guarantee/Security Deposit and take such other action available to it under this Agreement and as per Law.
  - a) Any representation or any request by the Licensee in this regard shall only be entertained if the Licensee deposits 100% dues as per invoice/demand within 15 days of issue of Licensee Event of Default Notice along with a written request in this regard.
  - b) The Licensee shall vacate the premises within 30 days of termination of the License Agreement. A certificate from the concerned Station Manager/DMRC official or its authorized representative in proof of Licensee having vacated the site will be submitted by the Licensee. Any claim of vacation/non-vacation without the endorsement of Station Managers/DMRC official or its authorized representative shall not be entertained.
  - c) Interest Free Performance Guarantee/Security Deposit after adjustment of outstanding dues, if any, shall be forfeited on termination of contract prematurely due to any reason.
- 6.8 In no case, payments shall be allowed to remain outstanding for a period of more than 60 days. At any stage, the dues remain outstanding for the period of more than 60 days, the License agreement will stand automatically terminated without giving any notice to the Licensee and Interest Free Performance Guarantee/Security Deposit shall stand forfeited.
- 6.9 The license fees shall be escalated by 20% on compounding basis after completion of every 3 years. The first 20% escalation shall be applicable w. e. f. 01.04.2019 or on completion of 3 (three) years whichever is earlier.

## Chapter-7

### Interest Free Performance Guarantee / Security Deposit

#### 7.0 Interest Free Performance Guarantee / Security Deposit

- 7.1 The Licensee shall deposit Interest Free Performance Guarantee/Security Deposit to DMRC in advance equivalent to 6 (Six) months License Fees for minimum area of 100 Sqm.
- 7.2 The interest free Security Deposit/Performance Guarantee shall be accepted in the form:-
- a) Bank Draft in favour of "DMRC Ltd." payable at New Delhi from a Scheduled Commercial Bank based in India, or
  - b) Fixed Deposit Receipt of a Scheduled Commercial Bank based in India duly pledged in favour of DMRC, or styled as DMRC a/c no\_\_\_\_\_.
  - c) Irrevocable Bank Guarantee in the prescribed format (Annexure-2 of agreement) issued by the State Bank of India or any other Nationalized Bank or other Scheduled Commercial Banks, acceptable to DMRC, with branches located in Delhi/ NCR and the payment of BG to be made by its Delhi/ NCR Branch only. The Bank Guarantee shall be valid for at least two years. The Bank guarantee shall valid for two years and be renewed/extended every two years before expiry of earlier bank guarantee, failing which the previous Bank Guarantee shall be en-cashed by DMRC without any prior intimation. For last year of License period, the licensee shall submit the Bank guarantee valid for remaining license period plus six months and shall renew it, if required, till the final settlement of all accounts failing which the Bank Guarantee of the licensee shall be en-cashed by DMRC.
  - d) Interest free Security Deposit/Performance Security shall remain constant for an increase in area upto 10%. For increase in area more than 10%, Interest free Security Deposit/Performance Security shall be increased on pro-rata basis.
- 7.3 In case of a joint venture, the Interest Free Performance Guarantee/security Deposit shall be submitted in the name of the JV. However, splitting of the Interest Free Performance Guarantee/Security Deposit (while ensuring the Interest Free Security Deposit/Performance Security is in the name of JV) and its submission by different members of the JV for an amount proportionate to their participation ratio) is also acceptable.
- 7.4 Interest Free Performance Guarantee/security Deposit shall be refunded after the completion of full term of the License period i.e. 6 years from commencement date of License Agreement or by giving 180 days advance notice after successful completion of lock-in period i.e. 2 years from commencement date of License Agreement.

Interest Free Performance Guarantee/Security Deposit will be forfeited after termination of agreement on account of Material Breach of Contract, Licensee's Event Of Default or non-payment of dues by due date. In such cases, DMRC

reserves the right to recover balance outstanding amount, after adjusting the dues from forfeited Interest Free Security Deposit/Performance Security and advance License fee, if any. However, no part of the forfeited Interest Free Performance Guarantee/Security Deposit shall be refunded in any circumstances.

7.5 DMRC reserves the right for deduction of DMRC dues from Licensee's Interest Free Performance Guarantee/Security Deposit for: -

- a) Any amount imposed as a fine by DMRC for irregularities committed by the Licensee.
- b) Any amount which DMRC becomes liable to the Government/third party due to any default of the Licensee or any of his director/ employees/ representatives/servant/ agent, etc.
- c) Any payment/fine made under the Order/Judgment of any Court/Consumer Forum or Law Enforcing Agency or any person duly empowered in his behalf.
- d) Any outstanding payment/claims of DMRC remained due after completion of relevant actions as per agreement.

7.6 Once the amount under Clause 7.5 is debited, the Licensee shall replenish the Interest Free Performance Guarantee/security Deposit to the extent the amount is debited within 15 days period, failing which, it shall be treated as Licensee Event of Default.

7.7 The 25% {minimum Rs. 10,00,000/- (ten lacs)} of interest free Security Deposit shall be accepted in the form of Demand Draft/Pay Order favoring DMRC Ltd and remaining 75% of remaining Interest Free Security Deposit in the form of Bank Guarantee (BG)/Fixed Deposit Receipt (FDR) favoring DMRC Ltd. Security Deposit up to Rs. 10 lacs shall be payable in the form of DD/PO only.

7.8 The interest free security deposit shall escalate by 20% on compounding basis after every 3 years of completion of the license agreement. The first 20% escalation shall be applicable w. e. f. 01.04.2019 or 3 years, whichever, is earlier.

## Chapter-8

### Taxes and Other Statutory Dues

#### **Taxes and Other Statutory Dues**

- 8.1 Service tax shall be payable as applicable.
- 8.2 The property tax on the property of DMRC, if applicable shall be borne by DMRC.
- 8.3 Licensee is not liable to share its revenue generated from advertisements under this contract with local bodies. DMRC shall deposit the due Revenue share to local bodies out of its own fund generated from advertisement activities under this contract and Licensee shall not be liable to part with any additional revenue on this account.
- 8.4 All other statutory taxes, statutory dues, local levies, as applicable (except those mentioned in para 8.2 to 8.3 above) shall be charged extra and will have to be remitted along with the License Fees for onward remittance to the Government. The Licensee shall indemnify DMRC from any claims that may arise from the statutory authorities in connection with this License.
- 8.5 Payment of stamp duty for execution of License Agreement, Registration Charges and any other associated Legal Documentation charges/incidental charges in pursuance of this tender will be borne by Licensee.



## Chapter: 9

### Regulation for Utilization of Advertisement Spaces

#### 9.0 Creativity and New Media

9.1 Licensee shall be at liberty to choose the digital media and introduce any format, its design, type and carry out innovation and creativity to add value for maximization of revenues, subject to the scope of advertisement spaces specified in Chapter-3 of the License Agreement. Licensee may utilize state of art technology prevalent anywhere globally.

#### 9.2 Approval of Plan:-

Licensee shall submit advertising plan for each location/site indicating type of media and its format, location of advertisement spaces, etc. with compliance to existing guidelines or any other applicable policy, statutes, codes, applicable laws. However, Licensee is solely responsible for the compliance of applicable laws and adherence of them is to be submitted to DMRC. All the advertising sites proposed by the Licensee in the plan shall be subject to approval by DMRC with regard to:-

- a) Operational feasibility,
- b) Aesthetics,
- c) Safety & security concerns.

9.3 In this regard, a committee comprising of DMRC officials shall be formed for granting approval. The committee shall communicate its decision in writing within seven working days from the date of submission of proposals. If DMRC does not send any communication within seven working days of its receipt in PB wing, the proposal for approval of advertisement plan shall be deemed to be approved by DMRC.

9.4 If the plan does not conform to the requirement as mentioned above, DMRC may reject the plans/proposals, duly specifying the reason(s) thereof. Licensee shall resubmit their plan/proposal after such modification and conforming to the requirement of DMRC for approval. Licensee shall display advertisements only at the spaces approved in the above said plan.

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

9.6 The Licensee shall submit details along with contact numbers of his authorized representative(s) who shall be available at the Metro Station at a short notice for inspection of advertisement spaces including measurement of area. In the absence of licensee's representative, inspection shall be done by DMRC

official(s) and it shall be final and binding to the Licensee. If during inspection, the area of advertisement space is found to be at unapproved location or more than the approved area, it shall be treated as unauthorized occupancy. The license fee of such unauthorized occupancy shall be charged at double the rate of that rate media 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 approved from the DMRC, whichever is later.



## Chapter: 10

### **Factors Governing Selection of Permissible Advertisements**

#### **10.0 Factors Governing Selection of Permissible Advertisements**

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

- a) The licensee is prohibited from carrying information or graphic or other items relating to alcohol and tobacco products.
- b) The licensee will not have objectionable and indecent portrays of people, products or any terms.
- c) The use of DMRC name, logo or title without prior written permission is strictly prohibited. No co-branding with the Licensor is allowed, without prior permission.
- d) No Surrogate advertisements are permitted unless application for placement of the same is accompanied by "no objection certificate" from the Ministry of Information and Broadcasting.
- e) Advertisements pertaining to achievements by different Governments, their Departments, Ministries, Government Undertakings, other Authorities or Political Parties shall be permitted. However, no advertisement of any political party, person violating "Model Code of Conduct" shall be allowed during the period whereby "Model Code of Conduct" has been enforced by Election Commission. Further, no advertisement which violates "Model Code of Conduct" shall be permitted during the period whereby "Model Code of Conduct" have been enforced by Election Commission. It should be ensured that all political parties and candidates get equitable opportunities to have access to such advertisements spaces for election related advertisement during the election period and such spaces should not be dominated/monopolized by any particular party (ies) or candidate(s). Fair and equal opportunity has to be given to all parties/candidates.
- f) Any type of audio advertisement including that from Digital Media shall not be allowed because of interference with Public address System installed at the station.

## Chapter: 11

### Minimum Material Specifications

#### 11.0 Minimum Material Specifications

- 11.1 Licensee shall provide digital advertisement media conforming to international standards of high quality advertising comparable to Airports and Metro of leading nations. Advertisement provided by Licensee shall be conforming to the following minimum specifications or its equivalent:
- a) Frame work –SS 304
  - b) Backing sheet of G.I.
  - c) Internal cables of Fire Retardant Low Smoke type (FRLS) for Elevated as specified in Electrical Procedure Order.
  - d) TL tubes for back lighting/Illumination with electronic ballast at piers. However, all advertisements in Big formats on Via Duct, FOB , Gantry , Civil Structures etc are to be front lit.
  - e) Advertisement media having backlighting has to be covered with Polycarbonate sheet cover of GE make or equivalent at piers.
  - f) Advertising media to be made from Fire Retardant, Low Smoke & Zero Halogen material.
  - g) In order to have energy conservation, LED or any other energy saving devices conforming to BEE standards should be used at the advertisement sites. For existing sites, the conservation of energy saving devices may also be carried out.
- 11.2 The advertising media should be of fire retardant, low smoke and comply with all Indian and International Standards.
- 11.3 Licensee may utilize existing prefabricated panels detailed in annexure-1 for the purpose of digital advertisement, after due refurbishment and due compliance of above specifications and all existing guidelines.

## Chapter: 12

### **Electrical Specifications and Procedure for Release of Electric Power Supply**

#### **12.0 Electrical Specifications**

- 12.1 Electricity supply will be provided as per terms and conditions indicated in Annexure - 3. The Licensee shall bear the amount of all the bills/costs for the electricity that may be consumed due to the operation of the advertisement panels /spaces allotted under this agreement. Licensee shall use energy efficient equipment. Advertiser shall follow the I.E. Rules, Acts for safety of equipment, public & Staff.
- 12.2 Rate of electricity chargeable from Licensee shall be at the rate at which Electricity Company/Distribution Company/Agency would levy on such a customer, had he obtained supply directly from Electricity Company/Distribution Company/Agency. DERC policy and Electricity Act (as amended from time to time) shall be applicable.
- 12.3 Advertising Equipment: All fittings/erections including electrical cabling, calibration and installation of Pre-Paid Energy Meters, electrical MDI/TOD, etc. are to be installed as per DMRC's specifications.
- 12.4 DMRC may provide electricity at the point nearest to the required location on payment of required charges as specified in Annexure-3. The Licensee may also undertake electrical works for extension of power from nominated source under DMRC supervision and complying all codal provisions & DMRC specifications. The Licensee shall follow the provisions stipulated in "Rules and Guidelines for Release of Electric Power" (Annexure-3) as amended from time to time.

## Chapter: 13

### Maintenance of Advertisement Spaces

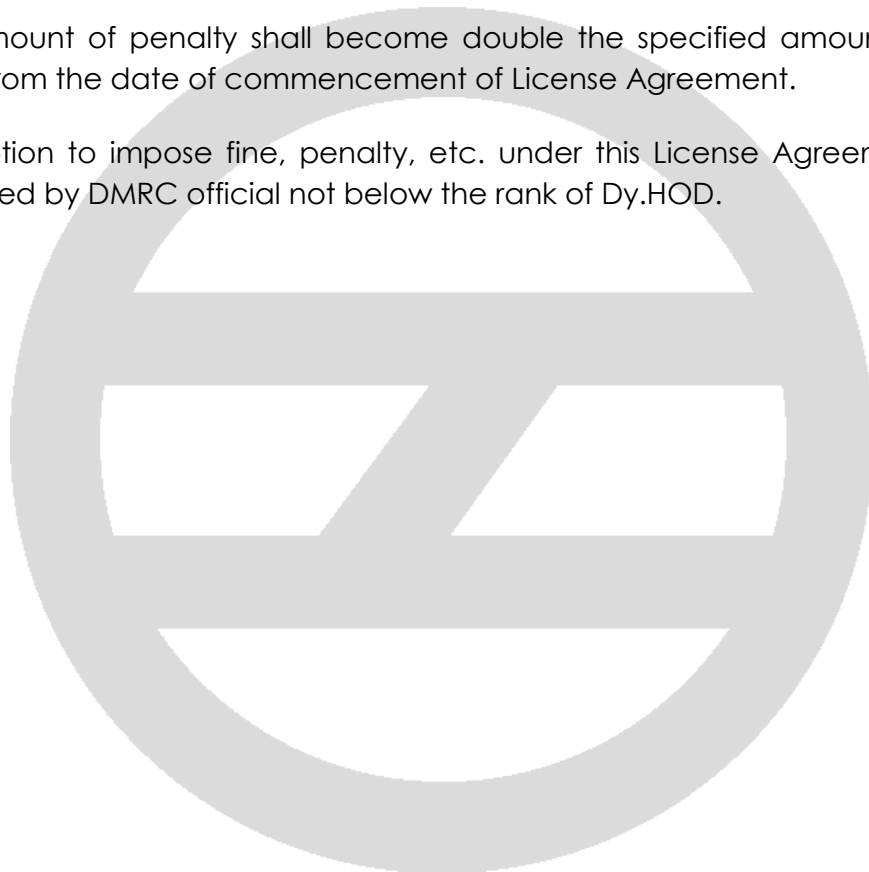
#### 13.0 Maintenance of Advertisement Spaces

- 13.1 Licensee shall keep and maintain the advertisement media/panel in neat and clean condition and in safe & sound manner during currency of the contract. Any defective, weak or corroded media should be replaced immediately with new proper media/panel after due certification from reputed agency. In case of any incident/injury caused by advertisement media due to error/omission attributable on the part of Licensee, the Licensee shall be responsible for all compensation.
- 13.2 Licensee shall ensure that Licensee and its employees or other persons involved in the execution of the work does not in any way impinge on the safety and security of metro operations, safety & convenience of commuter, safety of metro properties and its assets. In case of serious accident caused due to negligence of the Licensee, resulting in injury, death to commuters or DMRC employees or loss to DMRC property, it shall constitute Material Breach of Contract and considered Licensees Event of Default that shall entitle DMRC to terminate the License Agreement with 30 days written notice.
- 13.3 Access to station for the purpose of placement of advertisements shall be regulated by the office of the General Manager/Property Business and the Licensee is required to take necessary permissions in this regard from the office of General Manager/Property Business as per extant policy of DMRC. It is clarified that the permission to the Licensee shall not be unduly denied.
- 13.4 Regular joint inspection will be conducted by DMRC officials and Licensee. Discrepancy noticed or instructions issued by DMRC shall be rectified/complied with by the Licensee within a period of 7 days, failing which, DMRC reserves the right to impose fine up to Rs.5,000/- per instance of violation per week. Deliberate or willful non-compliance instructions for a period of 90 days shall constitute Material breach and Licensee Event of Default, which shall entitle DMRC to en-cash Performance Guarantee in part or full and or terminate the License Agreement after giving 90 days notice to the Licensee.
- 13.5 Such termination of the License Agreement and forfeiture of the interest free Performance Guarantee/ Security Deposit by DMRC shall be without prejudice to any other damages, rights or remedies applicable under law in its favour.
- 13.6 Further, DMRC can impose the fine on Licensee up to Rs.5,000/- per week per offence on the following offenses:

a)	Any staff of Licensee found in drunken condition/indulging in bad conduct.
b)	Any staff of the Licensee found creating nuisance on duty.
c)	Improper maintenance & defacement of the Metro Property.
d)	Dishonor of Cheques and Drafts submitted by Licensee to DMRC.
e)	Misbehavior with staff and commuters of DMRC.
f)	Not following safety and security norms as may be indicated by authorized representative of DMRC.
g)	Utilizing advertisements at locations other than that approved by DMRC.
h)	Non submission of monthly statement of approved plan and actual utilized area of advertisement at station.

13.7 The amount of penalty shall become double the specified amount after three years from the date of commencement of License Agreement.

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



## Chapter: 14

### Force Majeure

#### 14.0 Force Majeure

##### 14.1 Force Majeure

Neither DMRC nor 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.
- 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

14.2 The License fee for the portion affected due to Force Majeure shall be exempted for the affected period on pro-rata basis if the period of Force Majeure persists for more than 7 days.

14.3 Such Force Majeure occurrence shall be notified to the other party within 15 days of such occurrence. If such Force Majeure continues for a period of three months, the party notifying the Force Majeure condition may be entitled to, though not being obliged, to terminate this agreement by giving a notice of one week to the other party and interest free Performance Guarantee & Security Deposits shall be refunded by DMRC to the Licensee after adjusting outstanding dues, if any.



## Chapter: 15

### **Licensee Events of Default and Termination of License**

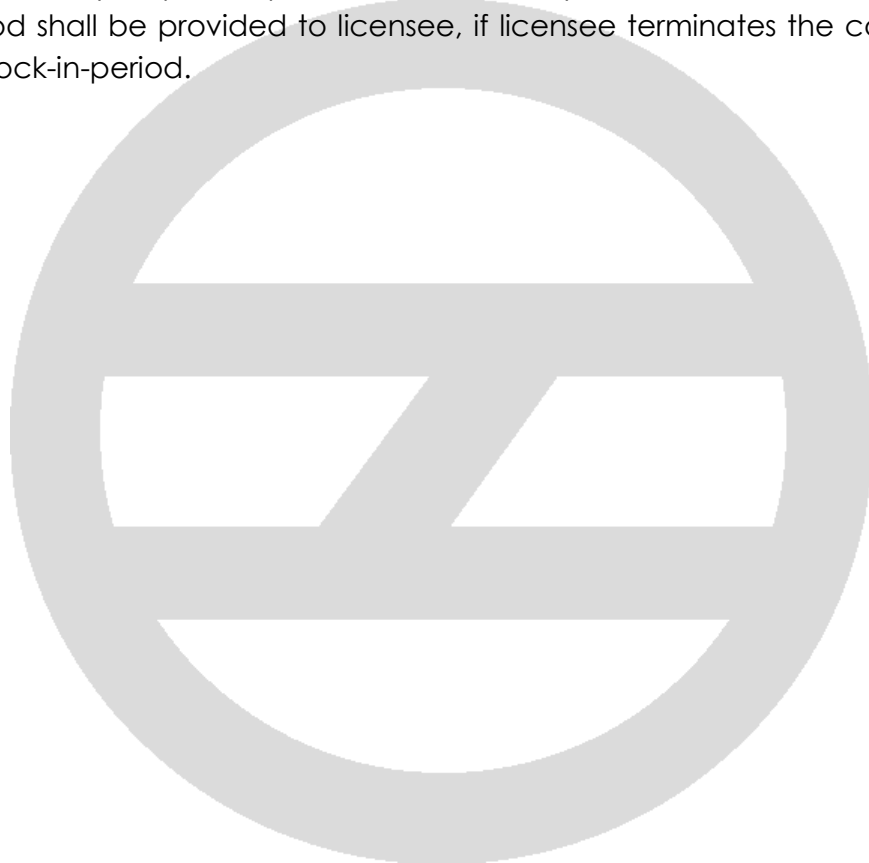
#### **15.0 Material Breach of Contract, Events of Default and Termination of License Agreement**

- 15.1 **Licensee Events of Default:** Following shall be considered Material Breach of the Contract by Licensee resulting in Licensee's Events of Default:-
- 15.1.1 If the Licensee is found guilty of breaching negative list of advertising and "Factors Governing Advertising Selection as stipulated in this Agreement.
- 15.1.2 If at any time during the subsistence of the License Agreement, there is non-conformity to the License Agreement or any time during the License Agreement, the Licensee indicates its unwillingness to abide by any clause of this License Agreement or repudiates the Agreement.
- 15.1.3 If the Licensee fails to pay License Fee or other amounts due to DMRC. Even non-payment of one month License Fee will be considered an Event of Default.
- 15.1.4 If the Licensee is in persistent non-compliance of the written instructions of a DMRC officials.
- 15.1.5 If the Licensee or any of its representatives cause an incident or accident that results in injury or death to DMRC employees/commuters or loss to DMRC property.
- 15.1.6 If Licensee violates any of the clause of this Agreement and after three written notice from DMRC fails to cure the Default to the satisfaction of DMRC.
- 15.2 If any of the above Material Breach and Licensee Events of Default happens, then:-
- 15.2.1 DMRC, after giving due notice to the Licensee to Cure the Default, shall be entitled to terminate the License Agreement. For the avoidance of Doubt, it is clarified that the Cure Period available to the Licensee shall be as provided in various Clauses and Sub-Clauses of this Agreement.
- 15.2.2 In all other cases of Licensee's Event of Default where specific notice period is not provided, DMRC shall issue a Notice to Licensee to cure the Default within 90 days. If the Licensee fails to cure the Default within 90 days, DMRC after giving a final 15 days notice shall be entitled to terminate the License Agreement.
- 15.3 Upon termination of license agreement, all the assets shall vest to DMRC.
- 15.4 On Operational Ground: In case of exigency, DMRC reserve the rights to terminate the License Agreement by giving six month advance notice. The License agreement will stand terminated and the Interest Free Performance Guarantee/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.
- 15.5 Termination by DMRC on operational ground shall not happen in the first three years. If DMRC terminate the License for such reason within three years, the Licensee shall be free to remove all advertising media and be entitled to amount equivalent to one month License Fee applicable during last month

prior to termination, besides release/refund of interest free security deposit, after adjusting outstanding dues, if any.

- 15.6 If the Licensee is desirous of terminating the license hereby created before expiry of the lock-in period, the License Agreement shall be deemed to terminate on the date mentioned in termination/surrender notice, subject to confirmation by DMRC. In such a case, the balance Interest Free Security Deposit/ Performance Security shall be forfeited in favour of DMRC after adjustment of outstanding dues payable to DMRC, if any. No grace period shall be provided to licensee in such a case. DMRC may also recover the balance outstanding dues, if they are more than Interest Free Security Deposit/ Performance Security, from the other contracts of licensee in DMRC. Balance outstanding dues, if they are more than Interest Free Security Deposit/ Performance Security shall be recoverable from the licensee before licensee is permitted to remove their establishment(s) or else DMRC will seize their property at nil value. DMRC shall be free to dispose-off the property / goods in whatsoever manner as it deems fit. Licensee shall have no claim for compensation or consideration / damages.
- 15.7 The Licensee shall have option to exit from the License Agreement immediately after completion of lock-in period. For this, the licensee shall give 180 days prior intimation to DMRC before completion of defined lock-in period. (In case lock-in period is of 2 years, prior intimation can be given after 1 ½ years). In such a case, balance Interest Free Security Deposit/ Performance Security of the Licensee shall be refunded after adjusting the outstanding dues, if any, payable on the part of Licensee. DMRC may also recover the balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Security, from the other contracts of licensee in DMRC. Balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Security, shall be recoverable from the licensee before licensee is permitted to remove their establishment(s) or else DMRC will seize their property. DMRC shall be free to dispose-off the property / goods in whatsoever manner as it deems fit. Licensee shall have no claim for compensation or consideration / damages.
- 15.8 If the Licensee is desirous of terminating the license after expiry of lock-in period without serving any intimation period or shorter intimation period than 180 days, the agreement shall deemed to be terminated on completion of such improper intimation period. In such cases, the Interest Free Security Deposit/ Performance Security shall be refunded to the Licensee after adjustment of license fee for period shorter than 180 days (grace period) and outstanding dues, if any. DMRC may also recover the balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Security, from the other contracts of licensee in DMRC. Balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Security, shall be recoverable from the licensee before licensee is permitted to remove their establishment(s) or else DMRC will seize their property. DMRC shall be free to dispose-off the property / goods in whatsoever manner as it deems fit. Licensee shall have no claim for compensation or consideration / damages.

- 15.9 There shall be a grace period of 30 days after the completion / termination of license agreement for the licensee to remove its infrastructure, if any, as per terms & conditions of the contract. This period shall not be utilized for any commercial activity by the licensee. If, the licensee fails to vacate the licensed space / premises within the grace period, penalty of twice the prevalent monthly license fee shall be chargeable for occupation of this 30 days period. And after lapse of this 30 days grace period, DMRC shall take over the goods / property treating at NIL value, even if it is under lock & key; and shall be free to dispose-off the property in whatsoever manner as it deems fit. Licensee shall have no claim for compensation or considerations / damages after completion of grace period. If, licensee fails to pay the penalty, applicable in case of non-vacation of premises, the same shall be adjusted from the interest free security deposit / performance security available with DMRC. No grace period shall be provided to licensee, if licensee terminates the contract within the lock-in-period.



**CHAPTER-16:**  
**REPRESENTATIONS AND WARRANTIES**

16.1 The Licensee represents and warrants to DMRC that-

- a) It is duly organized, validly existing and in good standing under the laws of India;
- b) It has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;
- c) It has taken all necessary corporate and other action under Applicable Laws and its constitutional documents to authorize the execution, delivery and performance of this Agreement;
- d) It has the financial standing and capacity to undertake the commercial utilization of Licensed Commercial spaces;
- e) This Agreement constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
- f) The execution, delivery and performance of this Agreement shall not conflict with, result in the breach of, constitute a default under or accelerate performance required by any of the terms of the Licensee Memorandum and Articles of Association or any Applicable Law or any covenant, agreement, understanding, decree or order to which the Licensee is a party or by which Licensee or any of its properties or assets are bound or affected;
- g) There are no actions, suits, proceedings or investigations pending or to the Licensee's knowledge threatened against the Licensee at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may constitute the Licensee Event of Default or which individually or in the aggregate may result in Material Adverse Effect;
- h) It has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any government authority which may result in Material Adverse Effect;
- i) It has complied with all applicable law and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have Material Adverse Effect;
- j) No representation or warranty by the Licensee contained herein or in any other document furnished by the Licensee to DMRC or to any government authority in relation to Applicable Permits contains or shall contain any untrue statement of material fact or omits or shall omit to state a material fact necessary to make such representation or warranty not misleading;
- k) The Licensee also acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth above and hereby confirms that DMRC shall not be liable for the same in any manner whatsoever to the Licensee.

- l) The Licensee shall make its own arrangements in engagement of its staff and labour and shall at no point represent to or claim that the staff, labour is being recruited for and on behalf of DMRC. The Licensee shall at all times comply and represent to the staff and labour employed/ engaged by them the requirement for complying with Applicable Laws and applicable Permits, particularly in relation to safety and environmental regulations.

16.2 Obligation to notify change: In the event that any of the representations or warranties made/ given by the Licensee ceases to be true or stands changed, it shall promptly notify DMRC of the same.

16.3 DMRC covenants:

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

## Chapter: 17

### **Dispute Resolution**

#### 17 Dispute Resolution

Arbitration: All disputes relating to this agreement or claims arising out of or relating to this agreement or breach, termination or the invalidity thereof 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 be referred to Arbitrator(s) appointed by Director, DMRC on receipt of such request from either party. Matters to be arbitrated upon shall be referred to a sole Arbitrator if the total value of the claims is upto Rs.50 Lakhs and to a panel of three Arbitrators, if total value of claims is more than Rs.50 Lakhs. 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. 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. 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 date of receipt of written notice / demand of appointment of Arbitrator from either party.

The decision of sole Arbitrator / panel of Arbitrators shall be binding on all the parties. The cost of arbitration shall be borne by respective parties equally. The venue of such arbitration shall be Delhi / New Delhi. 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.

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. During the pendency of arbitration proceedings, the Licensee shall continue to perform and make due payments to DMRC as per the License Agreement.

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

## Chapter: 18

### Miscellaneous

#### **18 Miscellaneous**

##### **18.1 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. 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 DMRC harmless against any liability, losses, damages, claims, expenses suffered by DMRC because of such default by the Licensee.

18.2 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 including any subsequent amendment thereof and the rules made there under. Licensee will indemnify DMRC Administration for any loss and damages suffered due to violation of its provision.

18.3 The Licensee shall comply with the laws of land including Delhi Pollution Control Board guidelines regarding advertisement/display. DMRC will not be held liable for any change/modification in the laws that adversely affect this Agreement. Licensee shall have no right/claim in this regard, whatsoever the reason may be.

18.4 The Licensee will not ask for any claim or seek any compensation from DMRC if advertisement at any advertisement spaces inside any station is not permitted due to court order/local laws/civil authorities.

18.5 The Licensee hereby indemnifies DMRC against any loss, damage or liabilities arising as a result of any act of omission or commission on part of Licensee or on part of its personnel or in respect of non-observance of any statutory requirements or legal dues of any nature.

18.6 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.

18.7 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 Property Business Wing of DMRC in accordance with DMRC's policies regulations prevalent at that time.

- 18.8 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: -
- a) That the Licensee shall not have or claim any interest in the said premises as a tenant/sub-tenant or otherwise:
  - b) That no right as a tenant/sub-tenant or otherwise is purported or 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
  - c) That the rights, which Licensee shall have in relation to the said premises, are only those set out in this Agreement.
- 18.9 The relationship between DMRC and Licensee under and/or in pursuance of this Agreement is as between Principal and Principal. Consequently, neither party shall be entitled to represent the other and/or make any commitment on behalf of and/or with traders or any other party. Furthermore, no relationship in the nature of Partnership or Association of persons is hereby being created or intended to be created between DMRC on the one hand and Licensee on the other hand in connection with and/or relating to business to be operated by Licensee at the said premises.
- 18.10 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. The Licensee shall indemnify DMRC from any claims that may arise in connection with above.
- 18.11 Employees conduct: The Licensee shall ensure that all persons employed behave in an orderly and disciplined manner and that the said employees are prohibited from carrying on any unlawful, unfair activities or demonstrations. The Licensee shall, within 45 days of handing over of the station, 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. In this connection, Licensee shall be required to furnish declaration to DMRC with respect to all his personnel deployed. Further, within 45 days of issue of LOA, Licensee shall submit police verification report in respect of all its personnel (to be deployed for the work of media installation) to DMRC. All the Licensee's personnel shall be required to possess ID card while working in DMRC's premises as per prevailing procedure.



Access inside the station in paid areas shall be through smart cards as per prevailing applicable charges, in addition to the valid ID cards.

18.12 The advertisement rights are granted to the Licensee on exclusivity basis. DMRC shall not engage any third party for commercial advertisement inside ITO metro station through digital media during the currency of License period. However, DMRC reserves the right to permit its retail licensees to put generic signage on the retail outlets and in property development areas inside station.

18.13 Notices

- a) That any notice to be served upon DMRC shall be sufficiently served and given if delivered to-  

**“General Manager/Property Business,  
2<sup>nd</sup> Floor, A Wing, Metro Bhawan,  
Fire Bridge Lane, Barakhamba Road,  
New Delhi-110 001”**
- b) That any notice which may be required to be served upon the **Licensee** shall be served and given if delivery by Registered AD/Speed Post/Courier at the Address given on the First page of the License Agreement or delivered in person to the authorized representative of Licensor.
- c) That any notice or correspondence under the terms of this License shall be in writing by registered post/Speed Post/Courier or delivered personally. All activities including day to day management, billing, cancellation/termination/surrender etc. shall be carried out from the office of the General Manager/Property Business or by his duly authorized representative.
- d) Only written instructions/notices of any party shall be entertained by the other party.

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

....-.....-2015

....-....- 2015

(.....)  
**FOR AND ON BEHALF OF DELHI  
METRO RAIL CORPORATION  
LIMITED**

**Authorized Signatory.**  
**FOR AND ON BEHALF OF  
LICENSEE**

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

-----  
**DMRC**

-----  
**LICENSEE**

## ANNEXURE

Note: Only relevant Annexure shall be attached with the final agreement.



**Annexure-1****Detail of Advertisement space offered for licensing**

<b>List of Prefabricated Advertisement Panels</b>				
<b>S/N</b>	<b>Station</b>	<b>Panel Size (in m)</b>	<b>Qty</b>	<b>Area</b>
1	ITO Metro Station	3.75 * 1.95	36	263.25 sqm

**Note:**

1. Area indicated above is approximate. Actual area measured at the time of handing over and it shall be final. If there is any variation in area, the License Fee and other dues shall be charged for actual area handed over.
2. The Advertising spaces inside ITO metro station is offered on license basis is available on "as is where is basis".
3. Prefabricated inventory is available at the station for digital advertisement, which is listed at **Annexure-1** above. **However**, Licensee may utilize this inventory for digital advertisement or may create their inventory.
4. The digital advertisement rights offered are for a minimum of 100 sqm. The licensee may apply for additional area, and the same shall be charged on pro-rata basis.
5. Additional floor space required by the licensee to install support equipments, viz, server(s), kiosk, etc. shall be charged at the prevalent rate of licensee fee. This area shall not be commercially exploited otherwise.
6. No audio will be permitted from the installed media panels because of interference with public address system installed at the station.
7. Safety and security of the installed infrastructure shall be of the advertisers and DMRC shall in no way responsible for the same.

## **Annexure-2**

### **Format of Bank Guarantee**

(The Bank Guarantee shall either be from State Bank of India or any other Nationalized Bank or other Scheduled Commercial Banks with/from branches located in Delhi/NCR 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;

1

2 In favour of

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

WHEREAS: -

1. DMRC, with a view to augment its revenues through non-tariff measures and to part finance its project, had earlier invited bids for assigning Exclusive Advertisement Rights inside ITO metro station.
2. The Licensee shall design, procure / manufacture / fabricate, install / commission, manage, operate, maintain market and sell advertising opportunities in DMRC stations as specified in this Agreement at its own cost. Advertisement spaces on bare / prefabricated installed sites shall be identified by the Licensee and got approved from DMRC before commissioning.
3. DMRC has agreed to provide to the Licensee the advertising spaces (to be identified by the Licensee and approved by DMRC) on "as is where is basis", on the terms and conditions hereunder contained in this License Agreement.
4. This License is for a period of six (6) years from the commencement date, unless otherwise terminated/surrendered earlier or extended further.
5. The tender offer submitted by M/s \_\_\_\_\_ having their registered office at \_\_\_\_\_ has been accepted by DMRC vide LOA No. \_\_\_\_\_ dated \_\_\_\_\_.
6. As per the terms of the above mentioned LOA, the Licensee is required to display advertisements media on the sites handed over and approved during the currency of the License.
7. The Licensee is also required to make payments of License Fees & other dues as per contractual obligations and applicable taxes to DMRC.

8. The Licensee shall also: -
- a) bear and pay all expenses, costs and charges incurred in the fulfilment of all its obligations under the License Agreement; and
  - b) 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 the License Agreement.
9. The Licensee is required to furnish an unconditional irrevocable Bank Guarantee for an amount of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) i.e. equivalent to six months of License fee as per provisions of the License Agreement, as security for the performance and fulfillment of all its responsibilities and obligations as per the LICENSE Agreement. The Licensee has requested the Guarantor to issue the said Bank Guarantee in favour of DMRC.
10. Now, therefore at the request of the Licensee, the Guarantor has agreed to execute this Guarantee in favour of DMRC for the due payment of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only).

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

- a) The Guarantor, as primary obligor shall, without demur, reservation, contest, recourse or protest and/or without reference to Licensee, pay to DMRC an amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only), on the same working day of receipt of a written demand from DMRC, calling upon the Guarantor to pay the said amount and stating that the Bank Guarantee provided by the Licensee has been forfeited.
- b) 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.
- c) 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.
- d) 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.

- e) This Guarantee is unconditional and irrevocable till such time DMRC discharges this guarantee by issuing a letter to the Guarantor in this behalf.
- f) 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.
- g) 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.
- h) 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.
- i) The Bank agrees that DMRC at its option shall be entitled to enforce this guarantee during its currency against the bank as a Principal Debtor in the first instance without proceeding against the Licensee and notwithstanding any security or other guarantee that DMRC may have in relation to Licensee's liabilities.
- j) The guarantee hereinbefore contained shall not be affected by any change in the constitution of the Bank or of the Licensee.
- k) The expressions "Bank" and "Licensee" hereinbefore used shall include their respective successors and assigns.
- l) The Courts at Delhi shall have exclusive jurisdiction to adjudicate on any or all matter arising under this Guarantee.
- m) 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
- n) This guarantee shall come into effect forthwith and shall remain in force up to \_\_\_\_\_ or the extended period if any and shall not be revoked by the Guarantor at any time without DMRC's prior consent in writing. 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 six months longer than the anticipated expiry date of License Agreement.]

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

For and on behalf of the \_\_\_\_\_ Bank.

Signature of authorized Bank official

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

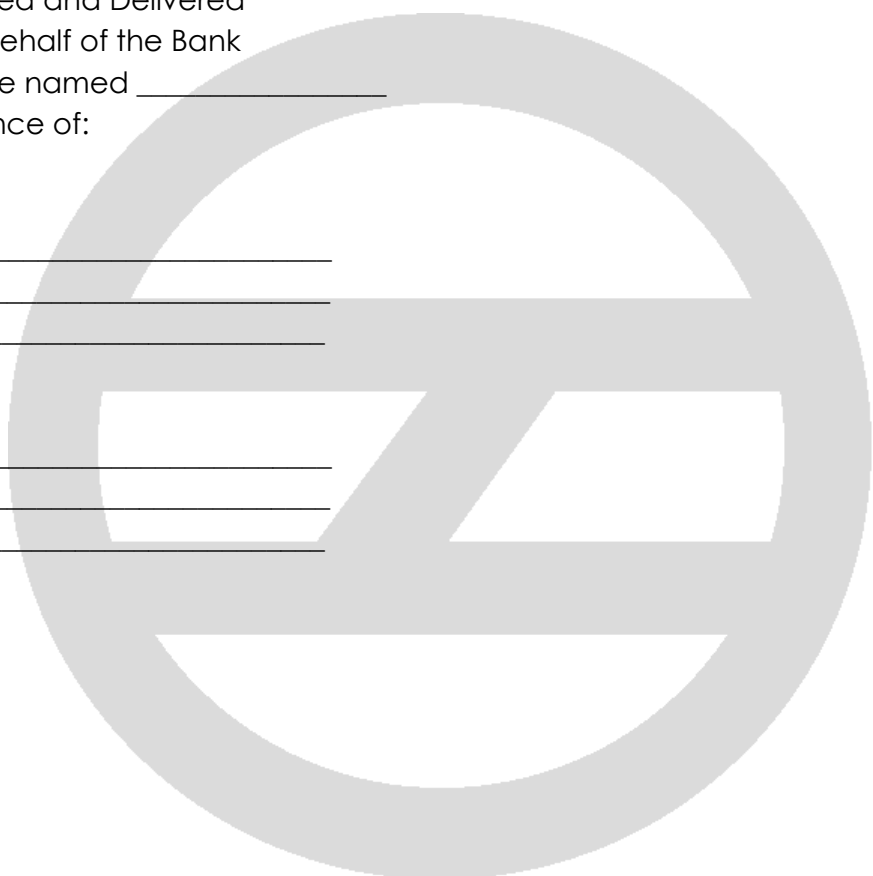
I.D. No.: \_\_\_\_\_

Stamp/Seal of the Bank: \_\_\_\_\_

Signed, Sealed and Delivered  
for and on behalf of the Bank  
by the above named \_\_\_\_\_  
In the presence of:

Witness-1  
Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_

Witness-2  
Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_



### **Annexure-3**

#### **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 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, Applicant's 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 Applicant. However, for elevated stations Applicant may provide AC at his own cost conforming to detailed specifications attached at Annexure-E.
4. DMRC will attempt to provide electricity at the point nearest to location; Applicant 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, Applicant may also undertake electrical work for extension of power from nominated source under DMRC supervision and complying all codal provisions as listed in 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. Applicant 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 in Annexure-D. Applicant is also required to comply with necessary provision for fire safety in accordance with stipulations attached at Annexure-F. The work executed by Applicant 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 Applicant 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 Applicant 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- A & B.
12. Tariff: Rate of electricity shall be charged from Applicant at which concerned DISCOM would be charging, had they obtained electric connection from them.

**Annexure –A****Format of Application for Temporary Power Supply**

SN	Item	Details
1	Name of the Applicant	:
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 Applicant shall apply to concerned PD / PB department in above form.
2. Electrical Department shall release temporary electric connection after verification.
3. Applicant 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.

## Annexure –B

**Format of Application for Permanent Power Supply**

SN	Item	Details
1	Name of the Applicant	:
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. Applicant 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.

## Annexure-C

**Electrical Installation Test Report**

<b>SN</b>	<b>Description</b>	<b>Details</b>
1	Name & Address of the Applicant	
2	Location	
3	Shop / Unipay Payment (Kiosk) Machine / Stall 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 Applicant for non-compliance of any of the above. Copy of my valid electrical Contractor license is attached.

**Seal & Signature of the Applicant**

**Seal & Signature of Electrical Contractor  
(Holding Valid License )**

## **Annexure – D**

### **Specifications for Electrical Works**

1. Applicant 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 Applicant. The Applicant 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 up to 5KVA shall be given. Above this, it shall only be given in three phase. License is required to balance load at his end so that no unbalancing occurs at DMRC end.
3. Cables up to 6 Sq.mm will be of copper conductor and above 6 Sq.mm Aluminum conductors may be used. However in case of underground station, use of Aluminum conductor cable is not allowed. Cables for single phase shall be three core, with one core as earth. For three phase load, four core 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 is 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. Applicant 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 Applicant draws power more than the sanctioned load, electricity connection may be disconnected. The electricity connection will be restored on first occasion only when Applicant pays necessary penalty as per DERC norms and removes excess load.
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 UG stations.
12. All Plastic accessories used in luminaries shall be non-flammable material, meeting all the NFPA requirements, preferable by UV and shall be suitable for application at UG station conforming to UL – 94 standards on flammability of material.

**Table: 1 - Rating of Electric Items**

	<b>Power Requirement (KVA)</b>	<b>Rating of MCB (A, 10kA)</b>	<b>Rating of ELCB (A, mA)</b>	<b>Cable Size Copper (Sq.mm.) DB to Applicant premises</b>
<b>ELEVATED STATION</b>	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	
<b>UNDER GROUND STATIONS</b>	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**

<b>SN</b>	<b>Item</b>	<b>Approved Makes</b>
1.	GI Conduit Pipes	BEC, AKG, NIC, Steel Craft -- ISI Marked
2.	GI Conduit Accessories	Confirming to BIS as per approved samples
3.	Copper Conductor FRLS, PVC insulated wires	National, Ecko, Finolex, Havells, Grandly, NICCO, Asian, Poly Cab
4.	Copper Conductor FRLSZH , PVC insulated wires	Polycab, Ducab Dubai, Cords Cables, KEI.
5.	FRLS Cables	Fort Gloster, NICCO, Finolex, Asian/RPG, KEI, Havells, Polycab, CCI, Universal
6.	FRLSZH , PVC Cables	Polycab, Ducab Dubai, Cords Cables, KEI, Rashi Cables.
7.	Switches & Socket outlets	Crabtree, Anchor, MDS, LK (Schneider)
8.	MCB, RCCB (ELCB)	L&T Hager, MDS, Siemens, GE, Merlin-Gerin, ABB, Schnieder
9.	Distribution Boards	L&T Hager, MDS, Siemens, ABB, INDO, ASIAN, Havells, GE, Schnieder
10.	Energy Meters with MDI/TOD (pre-paid)	L&T, Secure, Ducati.
11.	Luminaries	Philips / Schrader / Osram / Bajaj / Thorn / Crompton

## **Annexure- E**

### **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, up to switch AT location of indoor unit. Switch/Socket/Plug are also included.

## Annexure-F

**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 -1

**Table - 1**

<b>TYPE &amp; SPECIFICATAION:</b> 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) Extinguishing medium inside extinguishers must be of their respective approved IS specification and of capacity:-		
<b>AREA</b>		
<b>Up to 10 Sq. m.</b>	<b>Above 10Sq. m. and below 50 Sq. m.</b>	<b>Above 50 Sq. m. and below 100 Sq. m.</b>
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 Sq. m. 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 -1.

For Shops of area above 100 Sq. m. and less than 250 Sq. m., 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, Applicant is required to obtain details of recommended suppression and detection system from DMRC in the beginning.

Annexure-G

**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. Applicant shall provide Test Report/Calibration report in regard to Energy Meter installed. DMRC may ask Applicant 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 Applicant 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 Applicant premises in rigid GI Conduit pipe.
  - 13.4 Applicant will also do wiring within his shop/stall by using GI conduit or fire resistance PVC casing/caping. The Applicant 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 Applicant shall be given only normal power supply available in station premises. Applicant 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 Applicant shall not be permitted to use any standby Diesel Generator Sets. Applicant 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. Applicant will have to pay applicable demand charges as per the Total Connected Load Only.
- 13.9 Applicant shall use Energy efficient lighting & shall provide proper Lighting fixtures, Lamps, Electronic Ballast etc. Applicant shall provide uniform & good illumination level not less that 100 Lux in any case.
- 13.10 Applicant shall use reputed Brand/make Electrical wiring and switch gear items. The Electrical Contractor/agency at Applicant's cost shall carry the entire work. DMRC's representative may inspect and supervise the work.
- 13.11 Applicant 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 Applicant . Every shop/ property Development area must have enough Fire Extinguishers as stipulated.
- 13.12 Applicant 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 Applicant . Additional power up to 10 kW on single phase and thereafter on three phase system if required by the Applicant will be supplied subject to availability at an additional cost and conditions to be stipulated by DMRC.
- 13.14. In case, Applicant 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 Applicant 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 Performance Guarantee.
- 13.15 In case, the Applicant 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 Applicant but that of a commercial arrangement where the applicant has taken on lease/license premises of DMRC and the Electricity connection is being provided as a part of the above arrangement.

The applicant further agrees that this declaration given by him will be construed as an agreement with the DMRC to the above effect.

Date:

Place:

**Signature of Applicant  
(Full name)**

Signed and delivered in the presence of:

Witness 1

Signature \_\_\_\_\_

Full Name \_\_\_\_\_

Complete Address \_\_\_\_\_

Phone No. \_\_\_\_\_

Witness 2

Signature \_\_\_\_\_

Full Name \_\_\_\_\_

Complete

Address \_\_\_\_\_

Phone No. \_\_\_\_\_

**List of Documents to be submitted along with Declaration**

1. Installation Test Report issued by licensed electrical wiring contractor in the prescribed format (available with the application form) and countersigned by the applicant.
2. Proof of allotment of the space/area leased out by DMRC in the form of the following:
  - a) Allotment/possession letters, Lease deed
  - b) General Power of Attorney together with proof of ownership of the executor. {Applicable in case of company}

## Annexure-H

### 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. Applicant shall provide Test Report/Calibration report in



regard to Energy Meter installed. DMRC may ask Applicant 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. Applicant 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 Applicant hereby voluntarily and unequivocally agrees not to seek any

claim, damage, compensating or any other consideration whatsoever 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 Applicant will also do wiring within his shop/stall/KIOSK by using GI conduit. The Applicant shall use FRZHS 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 Applicant shall be given only normal power supply available in station premises. Applicant 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 Applicant shall not be permitted to use any standby Diesel Generator Sets. Applicant will only be 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. Applicant will have to pay applicable demand charges as per the Total Connected load only.
- 13.9 Applicant shall use Energy efficient lighting & shall provide proper Lighting fixtures, Lamps, Electronic Ballast etc. Applicant shall provide uniform & good illumination level not less than 100 Lux in any case.
- 13.10 Applicant 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 Applicant.
- 13.11 Fire Extinguisher: Every shop/ property Development area must have enough Fire Extinguishers as stipulated.
- 13.12 Applicant 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/sq. m. 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 Applicant. Additional power up to 5 KVA on single phase and thereafter on three phase system if required by the Applicant will be supplied subject to availability at an additional cost and conditions to be stipulated by DMRC.
- 13.14 In case, Applicant 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 Applicant 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 Performance Guarantee .

- 13.15 In case, the Applicant 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 Applicant but that of a commercial arrangement where the applicant has taken on lease/license premises of DMRC

and the Electricity connection is being provided as a part of the above arrangement.

The applicant further agrees that this declaration given by him will be construed as an agreement with the DMRC to the above effect.

Date:

Place:

**Signature of Applicant  
(Full name)**

Signed and delivered in the presence of:

Witness 1

Signature\_\_\_\_\_

Full Name\_\_\_\_\_

Complete Address \_\_\_\_\_

Phone No.\_\_\_\_\_

Witness 2

Signature\_\_\_\_\_

Full Name\_\_\_\_\_

Complete Address \_\_\_\_\_

Phone No.\_\_\_\_\_

**List of Documents to be submitted along with Declaration**

1. Installation Test Report issued by licensed electrical wiring contractor in the prescribed format (available with the application form) and countersigned by the applicant.
2. Proof of allotment of the space/area leased out by DMRC in the form of the following:
  - a) Allotment/possession letters, Lease deed
  - b) General Power of Attorney together with proof of ownership of the executor. {Applicable in case of company}

#### Annexure-4

#### LIST OF ABBREVIATIONS USED IN THE TENDER DOCUMENT

1.	AoA:	Article of Association
2.	DD:	Demand Draft
3.	DMRC:	Delhi Metro Rail Corporation Ltd.
4.	DVAT:	Delhi Value Added Tax
5.	Dy. GM/PB:	Deputy General Manager/Property Business
6.	EMD:	Earnest Money Deposit
7.	ID Card:	Identity Card
8.	KVA:	Kilo Volt Ampere
9.	KW:	Kilo Watt
10.	LF:	License Fee
11.	LOA:	Letter of Acceptance
12.	MoA:	Memorandum of Association
13.	MoU:	Memorandum of Understanding
14.	MRTS:	Mass Rapid Transport System
15.	NIT:	Notice Inviting Tender
16.	DD:	Demand Draft
17.	PO:	Pay Order
18.	PoA:	Power of Attorney
19.	SD:	Interest Free Security Deposit/ Performance Security
20.	Sqm:	Square meter
21.	ST:	Service Tax
22.	TOM:	Ticket Operating Machine (Ticketing Counters)
23.	CCC:	Customer Care Centre
24.	LED:	Light Emitting Diode
25.	LCD:	Liquid Crystal Display
26.	JV:	Joint Venture
27.	RTGS:	Real Time Gross Settlement
28.	NEFT:	National Electronic Funds Transfer
29.	BG:	Bank Guarantee
30.	FDR:	Fixed Deposit Receipt