DELHI METRO RAIL CORPORATION LIMITED

Tender Document for Licensing of Exclusive Outdoor Advertisement Rights on Civil Structures at Underground Section from Udyog Bhawan to Saket Metro Stations and Elevated Section from Qutub Minar to Guru Dronacharya (excluding) Metro Stations of Line-2 (Yellow Line)

Tender No. DMRC/ PB/41620003OD

February-2016

Metro Bhawan
Fire Brigade Lane, Barakhamba Road
New Delhi-11 00 01, India

Tender Document for Licensing of Exclusive Outdoor Advertisement Rights on Civil Structures at Underground Section from Udyog Bhawan to Saket Metro Stations and Elevated Section from Qutub Minar to Guru Dronacharya (excluding) Metro Stations of Line-2 (Yellow Line)

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.

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CHAPTER-1

NOTICE INVITING TENDER

1.1 Delhi Metro Rail Corporation Ltd. invites E-Tenders in Two Packet System, from reputed agencies or as Joint Venture/Consortium/Partnership to License out Exclusive Outdoor Advertisement Rights on Civil Structures at Underground Section from Udyog Bhawan to Saket Metro Stations and Elevated Section from Qutub Minar to Guru Dronacharya (excluding) Metro Stations of Line-2 (Yellow Line) for Ten Years.

1.2 DMRC shall receive Bids pursuant to this tender document, in accordance with the terms set forth herein 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 the document. The Bidders are advised to visit the field sites and familiarise themselves with the proposed arrangements and all activities necessary in this regard.

1.3 Salient features of Bidding Process:

a) DMRC has adopted a two packet Bidding Process(Technical and financial) to select suitable bidder(s) to grant Exclusive Outdoor Advertisement Rights on Civil Structures at Underground Section from Udyog Bhawan to Saket Metro Stations and Elevated Section from Qutub Minar to Guru Dronacharya (excluding) Metro Stations of Line-2 (Yellow Line) from this tender.

b) For participation in e-tendering process, the prospective bidder(s) has to be registered on DMRC's e-tendering portal 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 to 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 only be downloaded or uploaded using Class-III digital signature of the authorized signatory. If needed prospective bidder can be imparted training on "online tendering process".

c) The Bidders are expected to carry out extensive survey and analysis of locations offered for displaying Outdoor Advertisements at their own cost, before submitting their respective Bids for award of the License Agreement. DMRC shall provide necessary permission and assistance for the prospective Bidders in this regard.

d) 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.

e) 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 uploaded file name.

f) Schedule of Bidding Process:

1.	Sale of Tender Document	From **22-02-2016 to 28-03-2016 (up to 1130 hrs)**
2.	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.
3.	Bid Security	**Rs.22,00,000/- (Rupees Twenty Two Lakhs only**) in the form of a Demand Draft / Banker's Cheque only in favour of "DMRC Ltd." payable at New Delhi.
4.	**i)** Authority and place for submission of Cost of Tender Document and Bid Security in original physical form **ii) Due date & Time**	**i)** Office of Dy. General Manager/ Property Business, 4th Floor, B Wing, Metro Bhawan, Fire Bridge Lane, Barakhamba Road, New Delhi-110001. **ii) 28-03-2016 up to 1430 hrs**

5.	Pre-Bid meeting	04-03-2016 at 1500 hrs at Metro Bhawan
6.	Last Date of receipt of written queries(if any) by DMRC	05-03-2016
7.	DMRC's response to queries by	09-03-2016
8.	Last Date & Time of uploading of Bid at tender wizard portal	28-03-2016 up to 1500hrs
9.	Date & Time of Opening of Technical Bids online	28-03-2016 at 1515 hrs
10.	Validity of Bid	Up to 180 days from the last date of submission of Bid.

g) In case of a Bid by a JV/Consortium of firms, 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 severely liable for the due performance of License agreement.

1.4 Tender Document can also be downloaded from DMRC's website www.delhimetrorail.com under tab "Tenders" and subhead "Property Development & Property Business Tenders" and has to be submitted online through e-tendering portal www.tenderwizard.com/DMRC only.

1.5 The Bidders are advised to keep in touch with e-tendering portal www.tenderwizard.com/DMRC for latest updates (addendum/corrigendum) in respect of this tender. There will no other mode of communication for update, if any.

1.6 The required DD/PO/Banker's Cheque has to be submitted by the specified date and time, failing which tender shall be declared as ineligible and the Bid submitted shall be summarily rejected.

1.7 The Hindi version of this NIT shall be there on DMRC's website. However, in case of any discrepancy between Hindi & English versions, the English version of NIT shall prevail in all official purpose.

CHAPTER-2

DISCLAIMER

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

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

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

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

CHAPTER-3

ELIGIBILITY CRITERIA

3.1 Bidders shall have a minimum average annual turnover of Rs. 9.00 Crore (Rupees Nine Crores only) in last 3 (three) audited financial statements certified by a Chartered Accountant with stamp & signature The last three FY shall be 2012-13, 2013-14 & 2014-15. Here, turnover shall mean turnover from all/single (as applicable) sector(s) of business(es). The bidder shall upload audited financial statements including profit-loss account of last 3 financial years as indicated above.

3.2 In case audited balance sheet of the last financial year is not made available by the bidder, they have to submit an affidavit certifying that 'The balance sheet has actually not been audited so far'. In such a case the financial data of previous 2 (two) audited financial years will be taken into consideration for evaluation (i.e. average of gross turnover of last 2 audited financial years will be considered). If audited balance sheet of last two preceding years other than the last year is not submitted, the bid shall be considered as non-responsive.

3.3 While calculating the updated value of turnover, escalation of 5% per annum shall be considered in India and 2% for foreign based firm. In case of a JV/ Consortium, the eligibility of all substantial members of JV/ Consortium would be considered, in proportion of their share/ participation in the JV/ consortium and the lead member shall have Minimum Cumulative Gross Turnover in immediately preceding 3 completed financial years more than 26% of required Minimum Cumulative Gross Turnover in immediately preceding 3 completed financial years for the respective bidding schedule(s).

3.4 The Bidder shall enclose following document along with its Bid:

a) The Certificate(s) from its statutory auditors with its Bid providing the information sought in clause 3.1 as per format given in Annexure-9.

b) Audited financial statements including Gross Turnover, Balance Sheet, Profit Loss Account, etc. for immediate preceding 3 (three) completed financial years [i.e. 2012-13, 2013-14 & 2014-15]. If audited financial statement for the last completed year 2014-15 is not available, the Bidder shall furnish an affidavit in this regard duly certifying that the Balance Sheet has actually not been audited so far and in such case evaluation will be done as per clause 3.2 above.

c) An undertaking stating/ providing the necessary supporting documents, including audited accounts and financial statements.

3.5 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 the constituent of one Bid is also a constituent of another Bid.

CHAPTER-4

SUBMISSION OF BIDS

4.1 For participation in e-tendering process, the Bidder has to be registered on DMRC's e-tendering portal www.tenderwizard.com/DMRC. Upon registration, they will be provided with a User ID and a system generated password enabling them to submit their Bids online using Digital System Certificate (DSC) and can witness various activities of 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".

4.2 The Bid should be furnished in the format mentioned at **Annexure 2 to 10**, clearly providing the details for fulfilling Eligibility Criteria. The Tender documents shall be signed by the Authorised Signatory.

4.3 Bidders are required to deposit non-refundable Cost of Tender Document (as specified in Notice Inviting Tender) along with its Bid. The Cost of Tender Document shall be acceptable in the form of Demand Draft/Pay Order in favour of "DMRC Ltd" payable at "Delhi". The Cost of Tender Document shall be submitted in person by the scheduled date and time to Dy. General Manager/ Property Business, 4th Floor, B-Wing, Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi-110001. The Bids of the Bidders who fail to submit the Cost of Tender Document in physical form on or before the prescribed date and time shall be summarily rejected.

4.4 Bid Security:-

4.4.1 Bidders are required to deposit refundable Bid Security (as specified in Notice Inviting Tender) along with its Bid. The Bid Security shall be acceptable in the form of Demand Draft/Pay Order in favour of "DMRC Ltd" payable at "Delhi".

4.4.2 The Bid Security shall be submitted in person by the specified date and time to 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 in physical form on or before the prescribed date and time shall be declared as ineligible and shall be summarily rejected. The Bid shall be valid for a period not less than 180 days from bid due date.

4.4.3 The Bid Security of unsuccessful bidders shall be refunded after award of License, without considering any interest thereof. The Bid Security of the Successful Bidder shall be adjusted against the Interest Free Security Deposit/Performance Security.

4.4.4 If the Successful Bidder withdraws/alter their Bid at any stage, their Bid security shall be forfeited by DMRC.

4.5 Bid Variable: The Bidder shall quote the rate of license fee per sqm /month "X" for space in the bid form in both words as well as figures as given in Annexure-3. If there is a discrepancy between words and figures, the amount in words shall prevail.

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

4.7 Technical Bid: The Bidder shall on or before the date and time given in the Notice of Invitation to Tender, upload his Tender on e-tendering portal www.tenderwizard.com/DMRC.The Bidder shall ensure that a receipt is obtained for the submission of his Tender, such receipt being issued free of charge. The Bidder shall upload scanned copies of, subject to minimum of, following documents in Technical Bid-

4.7.1 Tender Document Cost deposit slip.
4.7.2 Bid Security submission slip.
4.7.3 Annexure-2 (On Official Letter-head of the Bidder)
4.7.4 Annexure-3
4.7.5 Annexure-4
4.7.6 Annexure-5
4.7.7 In case of JV/Consortium, Annexure-6, 7 and 8.
4.7.8 Annexure-9
4.7.9 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 and no changes, what so ever, has been made by the bidder. Bids received without the declaration are also liable to be rejected at any stage.
4.7.10 Attested copies of Memorandum and Articles of Association in case of companies or bodies corporate and copy of Partnership deed in case of the Partnership Firm.
4.7.11 Self attested copies of the PAN Card and Service Tax Registration Certificate (of lead member in case of JV/Consortium). In case any or all of the provisions mentioned above are not applicable, the Bidder should give a declaration to that effect. Non submission will not be considered as exemption.
4.7.12 Copies of (duly audited and certified by a chartered Accountant) Profit and Loss Account/Balance Sheet of the sole proprietor concern or a partnership firm, Annual Report in case of a company as per the companies Act.
4.7.13 Copy of the complete Tender Document including Draft License Agreement (Annexure-11) and Addendum/Corrigendum (if any) duly signed and stamped on each page by authorized representative of the Bidder as acceptance of terms and conditions given thereof.

4.8 Financial Bid: - The bidder shall quote the Bid Variable as rate of "License Fee per sqm/month "X" for space" in the Financial Bid form in both words as well as figures as given in Annexure-3. If there is a discrepancy between words and figures, the amount in words shall prevail.

4.9 The documents including this Tender Document and all attached documents, provided by DMRC shall remain or become the properties of DMRC and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid. The 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 along therewith.

4.10 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.

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

4.12 It shall be deemed that by submitting a Bid, the Bidder has:
4.12.1 made a complete and careful examination of the bidding documents;
4.12.2 received all relevant information from DMRC;

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

4.12.4 satisfied itself about all matters, things and information herein above 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 there under;

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

4.12.6 acknowledged that it does not have a conflict of interest; and

4.12.7 agreed to be bound by the undertakings provided by it under and in terms hereof.

4.13 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 the Tendering Process, including any error or mistake therein or in any information or data given by DMRC.

4.14 Verification and Disqualification: DMRC reserves the right to verify all statements, information and documents submitted by the Bidder in response to the Tender 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 there under.

4.15 Amendment of Tender Document:

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

4.15.2 Any Addendum/Corrigendum issued hereunder shall be uploaded on DMRC official website i.e. www.delhimetrorail.com and www.tenderwizard.com/DMRC.

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

4.15.4 The Bidders are requested to get in touch with official website of DMRC i.e. www.delhimetrorail.comand with www.tenderwizard.com/DMRC for all updates on the Tender Document such as addendums, replies to queries, postponement of Bid schedules, etc. No claims or compensation shall be entertained on account of the Bidder having not read/noticed the updates, etc

4.16 Preparation and Submission of Bids

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

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

4.16.3 The Bidder shall have to submit their Bids (Technical Bid & Financial Bid) online only in electronic format with digital signatures and after uploading the mandatory scanned documents towards cost of Tender Document and towards Bid Security and other documents as required in the Tender Document. The Tender Document Cost & Bid Security must be submitted with DMRC in form of Demand Draft or Pay Order as per stipulated date & time as specified in Notice Inviting Tender.

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

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

4.16.6 The Bidders should carefully note and ensure the following instructions:

- That the complete tender Document has been downloaded.
- The printout of Tender Documents is taken on an 'A4' size good quality paper. The printout should be same as available on website. The print should be legible and indelible.
- In case of any correction/addition/alteration/omission in the Tender Document as made available by DMRC, is observed at any stage, the bid shall be treated as non-responsive and shall be summarily rejected.

4.17 **Late Tenders**: Tenders have to be uploaded on e-tendering portal 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, 4th Floor, Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi -10001. It shall be the responsibility of the bidder to ensure that their EMD/Bid security along with cost of tender documents reaches the designated officer before the dead line for submission. Tenders document cost & EMD received after due date and time of submission of Bid shall not be accepted. DMRC will not be responsible for any delay, internet connection failure or any error in uploading the tender submission. The tenderers are advised to upload their submissions well before the due date and time of tender submission to avoid any problems and last minute rush. 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 dead line for submission. DMRC may, at its sole discretion, extend the deadline for submission of tenders by issuing an amendment, in which case all rights and obligations of DMRC and the Tenderer previously subject to the original deadline will thereafter be subject to the deadline as extended. Notwithstanding anything contained in this Tender document, DMRC reserves the right to accept or reject any Bid offer and to annul the Bidding Process and reject all Bid offers, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefore.

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

4.19 Banning of successful Bidder

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

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

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

CHAPTER-5

EVALUATION OF BIDS

5.1 **Tender Opening:**-The Bids shall be opened online by the opening committee on due date and time of tender opening. The Bid security will be checked and details will be read out for the information of representatives of Bidders. **Bids without Bid security shall not be opened**. Tender which is accompanied by an unacceptable or fraudulent Bid Security shall be considered as non – compliant and rejected. The Technical Bids of all the Bidders shall be opened in the presence of Bidders or their representatives who choose to attend on date & time as mentioned in tender document. If such nominated date for opening of Tender is subsequently declared as a Public Holiday by DMRC, the next official working day shall be deemed as the date of opening of Technical Bids. The Tender of any Bidder who has not complied with one or more of the foregoing instructions, may not be considered. 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 Bid security. The Bidders representatives who are present shall be requested to sign the record. The omission of a bidder's signature on the record shall not invalidate the contents and effect of the record. The Bidders name, details of the Bid security and such other details as DMRC or his authorized representative, at his discretion, may consider appropriate will be announced at the time of tender opening. The sealed financial bids will be opened on a subsequent date after evaluation of technical bids. Financial bids of only those Bidders whose submissions are found substantially responsive and technically compliant will be opened. The time of opening of financial bids shall be informed separately to only the Bidders who have qualified during Pre – Qualification and Technical evaluation stages and bidder(s) can be present to witness opening of Financial Bids.

5.2 **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 Tenders, in the presence of Bidder's representatives who choose to attend at the address on such 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 Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders. In case two or more bids are of the same rates then Bidder whose turnover is higher will be selected. However, DMRC's decision in this regard shall be binding and final.

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

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

Schedule of Various Stages: The Successful Bidder shall follow the following time lines:

Stage of Activity	Time Period
Payment of Interest Free Security Deposit/ Performance Guarantee to DMRC by Licensee.	Within 30 days of issue of Letter of Acceptance.
Licensing space to be handed over to Successful Bidder.	Within 10 days of making the payments of Interest Free Security Deposit/ Performance

	Guarantee.
Duration of License Period	10 years from handing over of the advertisement spaces as one lot of minimum area of 960 sqm, with Lock-in period of 2 years
Signing of License Agreement.	Within 30 days after handing over of the licensed space.
Commencement of License Fee	76th day of handing over of minimum area of 960 sqm.
Payment of FIRST QUARTERLY Advance License Fee to DMRC by Licensee.	Within 75 days after handing over of licensed space without consideration of any interest. Delay in payment shall attract penal charges/interest @18% p. a.

5.5 The Successful Bidder is required to submit Interest Free Security Deposit/ Performance Guarantee within 30 (Thirty) days from the date of issuance of Letter of Acceptance. Any request of successful Bidders for seeking any clarification/ approval/ document from DMRC shall be considered only after submission of requisite Interest Free Security Deposit/ Performance Guarantee. In case the bidder fails to submit Interest Free Security Deposit/ Performance Guarantee within 30 days from date of issuance of LOA, penal surcharge payable to DMRC only in the form of Demand Draft/ Banker's Cheque of scheduled Bank for late payment of Interest Free Security Deposit/ Performance Guarantee shall be applicable as follows:

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

5.6 After 45 days of issuance of LOA, if Bidder fails to comply with LOA terms & conditions, the LOA may stand cancelled and Earnest Money submitted may be forfeited in favour of "DMRC Ltd". No further request for extension in making payment of LOA amount may be considered. The bidder voluntarily and unequivocally agrees not to seek any claim, compensation, damages or any other consideration whatsoever on this account.

5.7 Successful Bidder shall sign the License Agreement within 30 days of handing over of the space indicated in Annexure-1. The Successful Bidder shall not be entitled to seek any deviation, modification or amendment in the License Agreement.

5.8 The licensee shall pay Advance License Fee for 1st Quarter to DMRC within 75 days from the date of handing over of licensed space (Annexure-1) without consideration of any interest. If the Successful Bidder fails to pay Advance License Fee for 1st Quarter within 75 days after handing over of the Space, it shall be treated as non-payment of DMRC dues and action shall be taken as per **ARTICLE-7** of Draft License Agreement.

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

CHAPTER-6

OBJECTIVES & SCOPE

6.1 Objectives:

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

6.2 SCOPE OF WORK

The section offered under this tender is Underground Stretch of Udyog Bhawan to Saket Metro Stations and Elevated Stretch of Qutub Minar to Guru Dronacharya (excluding) Metro Stations of Line-2. Sites of 960 sqm (minimum) are readily available (As per Annexure-1) and the offered sites are to be fabricated, installed and commissioned by the Licensee with the prior approval and as per laid down standards/guidelines of DMRC for Outdoor Advertisements on Civil Structures. It is pertinent to mention here that area falling within the station building complex of Guru Dronacharya Station is excluded from scope of work under this contract.

Licensee shall be responsible for the following activities:-

a) Preparation of an advertising plan for each station/location which must clearly earmark exact locations and type of advertisement planned for each advertising site and other relevant details. DMRC shall consider the plan with respect to Aesthetics, Operational Feasibility, Safety and Security concerns. If the part of plan is not approved by DMRC, Licensee is required to submit revised plan for approval. All future modifications/ revisions to approved plan shall be got approved by DMRC.

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

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

d) Operate, manage and maintain the entire advertisement plans.

e) Management of sales & marketing of the advertising within stations including providing adequate professionally trained manpower.

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

g) Promote DMRC amongst India's top three Destination Brands for Advertising.

h) Create new innovative advertising opportunities including Experiential Marketing, advertisements by visual aids and smart posters for use in e-commerce for on-line or off-line shopping purposes, etc.

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

j) Comply with all statutory requirements in connection with License Agreement.

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

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

m) At present, DMRC is not liable to share its revenue generated from advertisements with local bodies including MCD, etc. However, if DMRC becomes liable to share revenue with local bodies from advertisements 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.

CHAPTER-7

TERMS AND CONDITIONS

7.1 TENURE OF LICENSE

a) Tenure of License Agreement shall be 10 (Ten) years, unless otherwise terminated by DMRC or surrendered by the Licensee. The tenure of License Agreement shall commence from the date of handover of the advertising spaces as one lot of minimum area of 960 sqm (Annexure-1). The license period for additional advertisement space so handed over/allotted during the currency of the contract will be co-terminus with original license period.

b) There shall be a Lock-in period of **two years** from the date of commencement of license agreement.

c) If the Licensee is desirous of terminating the license hereby created before expiry of the lock-in period of 2 years, 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 Guarantee shall be forfeited in favour of DMRC after adjustment of outstanding dues, if any. 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 Guarantee shall be recoverable from the licensee before licensee is permitted to remove their media 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.

d) The Licensee shall have option to exit from the License Agreement immediately after completion of lock-in period of 2 years. For this, the licensee shall give 180 days prior intimation to DMRC before completion of lock-in period. (In case lock-in period is of 2 years, prior intimation can be given after 1½ years). In such a case, Interest Free Security Deposit/ Performance Guarantee of the Licensee shall be refunded after adjusting the outstanding dues, if any. DMRC may also recover the balance outstanding dues, if they are more than Interest Free Security Deposit/ Performance Guarantee from the other contracts of licensee in DMRC. Outstanding dues, if are more than Interest Free Security Deposit/ Performance Guarantee shall be recoverable from the licensee before licensee is permitted to remove their media or 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.

e) If the Licensee is desirous of terminating the license after expiry of lock-in period of 2 years without serving any prior intimation or shorter intimation than 180 days, the agreement shall deemed to be terminated on completion of such short/improper intimation period. In such cases, the Interest Free Security Deposit/ Performance Guarantee shall be refunded to the Licensee after adjustment of license fee for period shorter than 180 days (notice period) and outstanding dues, if any. DMRC may also recover the balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Security, from the other contracts of licensee in DMRC. Balance outstanding dues, if are more than Interest Free Security Deposit/Performance Security, shall be recoverable from the licensee before licensee is permitted to remove their media 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) In case of successful completion of the full term of the License period i.e. Ten (10) years of License Agreement, Interest Free Security Deposit/ Performance Guarantee 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, they shall be recoverable from the licensee before licensee is permitted to remove their media or else DMRC will seize their property. DMRC reserves it right to recover the balance outstanding dues from the other contracts of licensee in DMRC.

7.2 TAXES AND OTHER STATUTORY DUES

a) All other statutory taxes, statutory dues, local levies, Service tax, etc. as applicable from time to time, shall be charged extra and shall be paid/remitted by the Licensee along with the License Fee for onward remittance to the Government. The Successful Bidder indemnifies DMRC from any claims that may arise from the statutory authorities in connection with this License.

b) Payment of stamp duty, if any, on execution of agreement in pursuance of this tender shall be borne by Successful Bidder.

c) Taxes/Municipal Taxes/Advertisement taxes, if any, shall be solely borne by Successful Bidder.

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

e) At present, DMRC is not liable to share its revenue generated from advertisements at DMRC Metro stations with local Municipal bodies of Delhi/New Delhi/NCR of Delhi. However, if DMRC becomes liable to share revenue with local bodies from advertisements at 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.

f) 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 etc. violating "Model Code of Conduct" shall be allowed during the period whereby "Model Code of Conduct" has 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 or candidate(s). Fair and equal opportunity has to be given to all parties/ candidates.

g) Any type of audio advertisement shall not be allowed.

7.3 Interest Free Security Deposit / Performance Guarantee:

a) The Successful Bidder shall submit Interest Free Security Deposit/ Performance Guarantee to DMRC equivalent to 6 months/ half yearly License Fee on existing rate of license fee applicable as on date of its submission based on area mentioned in **Annexure-1.**

b) The Successful Bidder shall deposit minimum 25% of Interest Free Security Deposit/ Performance Guarantee amount in the form of DD/PO favouring DMRC Ltd. and 75% or remaining amount of Interest Free Security Deposit/ Performance Guarantee can be submitted in form of Bank Guarantee/FDR in favour of DMRC Ltd. Interest Free Security Deposit/ Performance Guarantee up to Rs. 10 Lacs shall be paid in the form of DD/PO only. In case of exercising the option for payment through FDR, the FDR shall be duly pledged in favour of DMRC and styled as DMRC A/C (Name of licensee).

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

d) In case of a JV/ Consortium, the Interest Free Security Deposit/ Performance Guarantee is to be submitted in the name of its JV/Consortium. However, splitting of the Interest Free Security Deposit/ Performance Guarantee (while ensuring the Interest Free Security Deposit/ Performance Guarantee is in the name of JV/Consortium) and its submission by different members of the JV/ Consortium for an amount proportionate to percentage stake or otherwise is also acceptable.

e) The License Fee and the Interest Free Security Deposit/ Performance Guarantee shall be escalated by **20% on completion of every 3 (three) years of license period**, on

compounding basis. However, First escalation in License Fee and the Interest Free Security Deposit/ Performance Guarantee shall be on **01/04/2019.**

Additional Area(s) & Forms of Advertising.

7.4.1 Additional areas on this line, if any, other than those listed in Annexure-I may also be handed over to the Successful Bidder for Exclusive Outdoor Advertisement rights and DMRC's decision in this regard shall be final and binding. The license fee for such area(s) shall commence after 75 days of handing over. The tenure of such area(s) shall be co-terminus with this license agreement.

7.4.2 Minimum area for which license fee shall be charged after the fitment period shall be the area offered as per Annexure-I (i.e. 960 sqm) and subsequent handing over of the sites/locations for advertisements. The Successful Bidder can however utilise more area for advertising purposes at any of the locations. The additional area over and above minimum area offered shall be charged on pro-rata basis. Successful Bidder shall prepare the plan for approval of DMRC.

7.4.3 Interest Free Security Deposit/ Performance Guarantee shall remain constant for an **increase in area up to 10%.** For increase in area **more than 10%,** Interest Free Security Deposit/ Performance Guarantee shall be increased on pro rata basis.

7.4.4 The cost of preparation of the advertisements/media/inserts shall be borne solely by the Successful Bidder. The Successful Bidder shall maintain all the media/ inserts and advertisements as per standards indicated by DMRC.

7.4.5 **Innovations & New Media:** Subject to mutually agreed terms and conditions and with prior written approval and concurrence of the **Licensor (DMRC)**, the Successful Bidder may introduce new media. If the Successful Bidder wants to introduce new media then a proposal along with details of the said media proposed to be introduced should be presented to the office of the Dy. GM/PB, DMRC for approval and indication of the terms and conditions. The Licensor (DMRC) at all times reserves the right not to give approval to such proposal/s and the successful bidder agrees voluntarily and unequivocally not to seek any claim, damages, compensation or any other consideration whatsoever due to non acceptance of proposal.

7.5 Approval of Plans:

7.5.1 Successful Bidder shall indicate the locations for advertising panel/s, design of media vehicles including their structural plans, electrical and cable routing plans, the advertising panels/type of advertisements for these locations and submit all the plans of proposed panels, including its fixing arrangements for DMRC's approval within 30 days from date of issue of Letter of Acceptance for utilization of space, giving full compliance to Technical Parameters or any other prevailing applicable advertising policy. It may be noted that the License Fee for Minimum area of **960 sqm** as per **Annexure-1**, will be charged from 76th day from the handover of the area and license fee for bare advertisement space/additional advertisement space beyond 960 sqm area will be charged from 76th day from the date of approval given by the DMRC. DMRC reserves the right to reject any or all of the said submissions without assigning any reasons whatsoever. DMRC has the right to indicate alternate locations. DMRC also has the right to ask the licensee to re submit location plan, wiring & routing plans etc, for those locations, which are not approved by DMRC. The Successful Bidder hereby agrees to comply with the directives of DMRC regarding alternative sites/ locations, and designs as may be specified by DMRC. The Successful Bidder hereby agrees voluntarily and unequivocally not to seek any claim, compensation, damages or any other consideration whatsoever on this account.

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

7.5.3 Approval for installing panels at all locations (including Gantry (ies), Via-duct and Pillars) shall be granted by Civil Wing of DMRC after ascertaining safety and stability of the structures. Specimen drawings for few structures are enclosed for guidance. Bidder is

requested to follow the minimum stipulations as provided in these drawings. All the structures shall be got painted by Successful Bidder at his own cost with ISI paints of reputed brand and render glossy finish to these structures. It may be noted that in case of non-granting of approval by DMRC, Successful Bidder shall submit fresh proposal along with drawings for approval by DMRC.

7.5.4 However, if the Successful Bidder wants to install additional advertisement area beyond minimum area, he may be permitted to do so after submission of drawings and approval thereto by DMRC Ltd.

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

7.6 Factors Governing Selection of Permissible Advertisements:

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

a) The advertisement is prohibited from carrying information or graphic or other items relating to alcohol and tobacco products.
b) The advertisement will have no objectionable and indecent 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 etc. violating “Model Code of Conduct” shall be allowed during the period whereby "Model Code of Conduct" has been enforced by Election Commission.
f) Station naming and branding shall not be allowed.
g) Any type of audio advertisement shall not be allowed.
h) All advertisement creative has to be approved by DMRC before display in metro premises.

7.7 Minimum Material Specifications:

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

a) Steel used in making frames has to be arranged from primary sources- i.e. SAIL,TATA etc with proper treatment, Exterior Frame work –SS 304 or equivalent
b) Backing sheet of G.I.
c) Internal cables of Fire Retardant Low Smoke type (FRLS) for Elevated & (FRLSZH) for U/G as specified in Electrical Procedure Order.
d) TL tubes for back lighting/illumination with electronic ballast wherever applicable as per outdoor advertisement policy.
e) Advertising media to be made from Fire Retardant, Low Smoke & Zero Halogen material.
f) In order to have energy conservation, LED or any other energy saving devices confirming to BEE standards should be used at the advertisement sites. For existing sites, the conservation of energy saving devices may also be carried out.

7.8 The advertising media should be of fire retardant and low smoke material and comply with all Indian and International Standards.

CHAPTER-8

MISCELLANEOUS

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

8.2 During License period, all disputes between the successful bidder and DMRC shall be settled as per the Dispute Resolution procedure elaborated in the Draft License Agreement (Article-8) after signing the License Agreement.

8.3 DMRC, in its sole discretion and without incurring any obligation or liability, reserves the right 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.

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

8.5 Limitation of Exclusivity of Advertisement Rights of the Successful Bidder/Licensee:

8.5.1 DMRC is in the process of awarding advertisement rights to its service providers like SULABH International engaged in Operation and Maintenance of Toilet Blocks at metro stations and Licensees engaged in Operation and Maintenance of Cycle Stands at metro stations etc. These service providers are permitted to display commercial advertisements on the civil structures being operated & maintained by them. For this purpose an area measuring **15 sqm** for each service providers at each station is reserved to facilitate the commuters through these service providers.

8.5.2 At Chattarpur Metro Station, DMRC is having a large commercial space which has been licensed to M/s Basant Projects. For signage purpose of its client a space measuring **15 sqm** (approx) has already been given to M/s Basant Projects.

8.5.3 The advertising spaces offered under this tender i.e. 960 sqm (minimum) or higher as per approved plans shall be excluding to above spaces. The decision of DMRC in this regard is final and shall be binding upon the Licensee/Successful Bidder.

Annexure-1
Details of Advertising spaces offered for Licensing

Sl. No.	Location	Location of panels with Direction of Traffic Movement	Media	Dimension in Sq. ft.	Units	Area in Sq. ft.
1	Udyog Bhawan	Hoarding, Fire Lobby	Hoarding	20'X8'	1	160
2		Hoarding, Ventilator	Hoarding	20'X8'	1	160
3	AIIMS	Wall Wrap, for Traffic Moving from Bhikaji Cama place to South Ex.	Wall Wrap	30'X15'	1	450
4		Wall Wrap, for Traffic Moving from Green park to INA	Wall Wrap	30'X12'	1	360
5		Wall Wrap, for Traffic Moving from South Ex to Dhaula Kuan	Wall Wrap	30'X10'	1	300
6		Lift lobby facing South Ex.	Hoarding	20'X8'	1	160
7		Lift lobby facing South Ex.	Hoarding	20'X8'	1	160
8	Malviya Nagar	Lift lobby	Hoarding	20'X8'	1	160
9	Near Pillar No. 192	Traffic Moving from Delhi to Gurgaon	Hoarding	8'X16'	1	128
10	Near Pillar No. 204	Traffic Moving from Delhi to Gurgaon	Hoarding	8'X16'	1	128
11	Near Pillar No. 203	Traffic Moving from Gurgaon to Delhi	Hoarding	8'X16'	1	128
12	Chattarpur	Duct panel, Traffic Moving from Delhi to Gurgaon	Duct Panel	30'X8'	1	240
13		Duct panel, Traffic Moving from Gurgaon to Delhi	Duct Panel	20'X8'	1	160
14		FOB, Traffic Moving from Gurgaon to Delhi (Left)	FOB Panel	30'X7'	1	210
15		FOB, Traffic Moving from Gurgaon to Delhi (Middle)	FOB Panel	30'X7'	1	210
16		FOB, Traffic Moving from Gurgaon to Delhi (Right)	FOB Panel	30'X7'	1	210
17		FOB, Traffic Moving from Delhi to Gurgaon (Left)	FOB Panel	30'X7'	1	210
18		FOB, Traffic Moving from Delhi to Gurgaon (Middle)	FOB Panel	30'X7'	1	210
19		FOB, Traffic Moving from Delhi to Gurgaon (Right)	FOB Panel	30'X7'	1	210
20	Sultanpur	Wrap on wall of Sultanpur station, Traffic Moving from Delhi to Gurgaon	Wall Wrap	24'X8'	1	192
21		Wrap on wall of Sultanpur station Traffic Moving from Gurgaon to Delhi	Wall Wrap	30'X8'	1	240
22		Gantry, Traffic Moving from Delhi to Gurgaon	Gantry	40'X7'	1	280
23	Ghitorni	Wrap on wall of Ghitorni station, Traffic Moving from Gurgaon to Delhi	Wall Wrap	30'X8'	1	240
24		Wrap on wall of Ghitorni station, Traffic Moving from Delhi to Gurgaon	Wall Wrap	30'X8'	1	240
25	Arjangarh	Wrap on wall of Arjangarh station, Traffic Moving from Delhi to Gurgaon	Wall Wrap	30'X8'	1	240
26		Wrap on wall of Arjangarh station, Traffic Moving from Gurgaon to Delhi	Wall Wrap	30'X8'	1	240
27	On the Metro Pillars	Qutub Minar to Guru Dronacharya (excluding) both sides on each pillar i.e. Traffic Moving from Delhi to Gurgaon and vice-versa	Pillar Panel	10.24	460	4709
			Total Area in sq. ft.			**10335**
			Total Area in sqm			**960**

(a) Successful bidder to be charged for the higher of the following i.e. minimum handed over area whether fully utilized or not or the actual utilized area.

(b) The display of advertisement must be in full compliance to Technical Parameters of Outdoor Advertisement Policy or any other prevailing applicable advertisement policy/EPCA guideline/directives given by respective Municipal bodies/Honorable Courts in respect of Delhi area as well as Haryana area of pillars.

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

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

Annexure-2

LETTER OF APPLICATION & INTEREST
(To be submitted and signed by the Bidder or Authorized Signatory on Letter Head)

To

General Manager/Property Business,
2nd Floor, A Wing, Metro Bhawan,
Fire Brigade Lane, Barakhamba Road,
New Delhi-110 001

Sub:- **"**Tender to License out Outdoor Advertisement Rights on Civil Structures at Underground Section from Udyog Bhawan to Saket Metro Stations and Elevated Section from Qutub Minar to Guru Dronacharya (excluding) Metro Stations of Line-2 (Yellow Line)

Sir,

I / We understand: -

1.0 That this tender is to License out Outdoor Advertisement Rights on Civil Structures at Underground Section from Udyog Bhawan to Saket Metro Stations and Elevated Section from Qutub Minar to Guru Dronacharya (excluding) Metro Stations of Line-2.

2.0 That the Advertisement Rights on Civil Structures are for a minimum area of approx 960 sqm (minimum).

3.0 The Terms and Conditions governing the Tender to leasing out Exclusive advertisements Rights on outside civil structures of Metro Stations and hereby agree to abide the same.

4.0 Agree to submit the LOA unconditional acceptance within 7 (Seven) days from the date of issue of LOA.

5.0 To deposit the first advance quarterly license fee for Advertisement on outside civil structures for minimum 960 sqm, within 75 (Seventy Five) days from the date of handover of the locations mentioned in Annexure-1.

6.0 To deposit the requisite Interest Free Security Deposit / Performance guarantee to DMRC equivalent to half yearly License Fee on existing rate of license fee applicable as on date of its submission based on minimum area measuring 960 sqm as mentioned in Annexure-1 .

7.0 The Successful Bidder shall deposit minimum 25% of Interest Free Security Deposit/ Performance Guarantee in the form of DD/PO in favour of DMRC Limited & drawn on a Scheduled Bank in Delhi. The remaining or 75% of Interest Free Security Deposit/ Performance Guarantee (as applicable) can be paid in the form of Irrevocable Bank Guarantee (BG)/Fixed Deposit Receipt (FDR) in favour of DMRC Limited. However, Interest Free Security Deposit/ Performance Guarantee up to 10 Lakhs shall be paid in the form of DD/PO only. In case of exercising the option for payment through FDR, the FDR shall be duly pledged in favour of DMRC and styled as DMRC A/C (Name of licensee).

8.0 That the Tender Security (EMD/Bid Security) of the successful Bidder shall be adjusted against the Interest Free Security Deposit.

9.0 That the License Fee for minimum area of 960 sqm as per Annexure-1 shall commence from the 76th day of handing over.

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

11.0 That the cost of Stamp Duty for execution of License Agreement, Registration Charges and any other related Legal Documentation charges/incidental charges in pursuance of this tender will be borne by us.

12.0 That all Taxes/Municipal Taxes if any shall be solely borne by us. Service tax as applicable from time to time shall also be paid by us.

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

14.0 And satisfied with the locations of the advertisement areas and fully understand & comprehend the technical requirements. Bidder 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.

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

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

Signature_____

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

Annexure-3

FINANCIAL BID FORM(*available at www.tenderwizard/DMRC)*

Name of the Bid: Licensing of Exclusive Outdoor Advertisement Rights on Civil Structures at Underground Section from Udyog Bhawan to Saket Metro Stations and Elevated Section from Qutub Minar to Guru Dronacharya (excluding) Metro Stations of Line-2 (Yellow Line)

Period of License: Ten (10) years with a Lock-in period of Two (02) years

The financial bid is need to be filled ONLY in the Bill of Quantity (BOQ) format available on www.tenderwizard/DMRC

Annexure-4

GENERAL INFORMATION OF THE BIDDER
(Each member in case of JV/Consortium)

1. (a) Name of the Bidder :

   (b) Country of Incorporation (in case of Firm) :

   (c) Address of the corporate headquarters and its branch office(s), if any, in India :

2. Details of individual(s) who will serve as the point of contact/communication for DMRC within the Company:

   (a) Name :

   (b) Designation :

   (c) Company :

   (d) Address :

   (e) Telephone/Mobile Number :

   (f) Fax Number :

   (g) E-Mail Address :

3. In case of Consortium:

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

   (b) Information regarding the role of each member should be provided:

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

Signed

(Name of the Authorized Signatory)
For and on behalf of

(Name of the Bidder / Lead Member)
Designation :
Place :
Date :

Annexure-5

FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF APPLICATION

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

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

For

_____

Accepted

_____ (signature)

(Name, Title and Address) of the Attorney

Note: -

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

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

Annexure-6

CONSORTIUM AGREEMENT/MEMORANDUM OF AGREEMENT

This Consortium Agreement/Memorandum of Agreement is executed at New Delhi on this ____ day of _____, 2016

BETWEEN

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

AND

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

AND

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

Whereas Delhi Metro Rail Corporation Limited (hereinafter referred to as 'DMRC') has invited Tenders for Licensing out of Exclusive Outdoor Advertisement Rights on Civil Structures at Underground Section from Udyog Bhawan to Saket Metro Stations and Elevated Section from Qutub Minar to Guru Dronacharya (excluding) Metro Stations of Line-2 (Yellow Line) AND WHEREAS the parties hereto have discussed and agreed to form a Consortium for participating in the aforesaid application and have decided to deduce the agreed terms to writing.

NOW THIS CONSORTIUM AGREEMENT/MEMORANDUM OF AGREEMENT HEREBY WITNESSES:

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

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

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

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

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

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

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

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

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

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

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

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

1. (_____)
Authorized Signatory

(_____)
For (Name of company)

2. (_____)
Authorized Signatory

(_____)
For (Name of company)

Enclosure: Board resolution of each of the Consortium Members authorizing:
(i) Execution of the Consortium Agreement, and
(ii) Appointing the authorized signatory for such purpose.

Annexure-7

Affidavit

(To be given separately by each consortium member of the Bidder on 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 say that I am the authorised signatory of ……..(insert name of company/consortium member) (hereinafter referred to as "Bidder/Consortium Member") and I am duly authorised by the Board of Directors of the Bidder/Consortium Member to swear and depose this Affidavit on behalf of the bidder/consortium member.
2. I say that I have submitted information with respect to our eligibility for Delhi Metro Rail Corporation's (hereinafter referred to as "DMRC") Tender Document for Licensing out of Exclusive Outdoor Advertisement Rights on Civil Structures at Underground Section from Udyog Bhawan to Saket Metro Stations and Elevated Section from Qutub Minar to Guru Dronacharya (excluding) Metro Stations of Line-2 and I further state that all the said information submitted by us is accurate, true and correct and is based on our records available with us.
3. I say that, we hereby also authorize and request any bank, authority, person or firm to furnish any information, which may be requested by DMRC to verify our credentials/information provided by us under this Bid and as may be deemed necessary by DMRC.
4. I say that if any point of time including the License period, in case DMRC requests any further/additional information regarding our financial and/or technical capabilities, or any other relevant information, we shall promptly and immediately make available such information accurately and correctly to the satisfaction of DMRC.
5. I say that, we fully acknowledge and understand that furnishing of any false or misleading information by us in our Bid shall entitle us to be disqualified from the tendering process for the said project. The costs and risks for such disqualification shall be entirely borne by us.
6. I state that all the terms and conditions of the Tender Document have been duly complied with.

DEPONENT

VERIFICATION:-

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

Verified at ……, on this …… .day of……..,2016.

DEPONENT

Annexure-8

Undertaking for Responsibility

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

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

1. That, we Solely undertake that _____ (Name of the Company/ consortium member) shall conduct all transactions/ correspondences and any other activity in connection with License agreement pertaining to Licensing out of Exclusive Outdoor Advertisement Rights on Civil Structures at Underground Section from Udyog Bhawan to Saket Metro Stations and Elevated Section from Qutub Minar to Guru Dronacharya (excluding) Metro Stations of Line-2 . That, all consortium members are jointly or severely responsible for all commitments / liabilities/ dues etc. to DMRC.
2. That, we further confirm that, the stake holding of lead member- _____ (Name of the company/ consortium member) shall always remain more than 51% and we, all consortium members, insure that there shall be no change in the stake holding of all parties during the initial lock-in period of license agreement.
3. We also confirm that our consortium was made on Dt._____, for seeking Licensing/Awarding of Exclusive Outdoor Advertisement Rights on Civil Structures at Underground Section from Udyog Bhawan to Saket Metro Stations and Elevated Section from Qutub Minar to Guru Dronacharya (excluding) Metro Stations of Line-2 in support of which a copy of our Board Resolution is attached with this Undertaking.

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

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

Witness 1.

2.

Annexure-9

Certificate of Statutory Auditor with regard to Eligibility

(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 Annual Average Gross Turnover of M/s _____ (Name of the Bidder) in the last 3 completed financial years is Rs. _____.

Details of Annual Gross Turnover are as under:

Name of Bidder or member of JV	Annual Gross Turnover		
	Fy 2012-13	Fy 2013-14	Fy 2014-15
Name of Bidder or member(1) of Consortium/ JV			
Name of Bidder or member(2) of Consortium/ JV			
Name of Bidder or member(3) of Consortium/ JV			
TOTAL			

Name & address of Bidder's Bankers:
Signature and Seal of the Statutory Auditor clearly indicating his/her membership number

Note: (i) Turnover as brought out in the audited annual financial results is to be indicated in above table and certified by the statutory auditor of the Bidders.

ANNEXURE-10

UNDERTAKING FOR DOWNLOADED TENDER DOCUMENT

We here by confirm that, we have downloaded / read the complete set of tender documents /addendum/clarifications along with the set of enclosures hosted on e-tendering portal www.tenderwizard.com/DMRC. We confirm that we have gone through the Tender Documents, addendums and clarifications for this work placed up to the date of opening of bids on the e-tendering portal [www.tenderwizard.com/DMRC]. We confirm our unconditional acceptance for the same and have considered for these in the submission of our financial bid. We/I hereby give our acceptance to all the terms and conditions of the Tender Document as well as the draft licensee agreement.

Company Name _____

Name_____

Signature_____ Date: _____

Postal Address _____

E-Mail ID _____

Phone _____ FAX _____

Company Seal:

Annexure-11

DRAFT LICENSE AGREEMENT

Agreement No. _____ of year _____

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THIS AGREEMENT entered into at Delhi on this ____ day of _____ 2016 between Delhi Metro Rail Corporation Ltd. (DMRC) incorporated under the Companies Act, 1956 having its registered office at Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi-110001, India, hereinafter referred to as the 'Licensor' (which expression shall unless repugnant to the context mean and include it's successors and assigns) of the **First Party**

AND

M/s _____incorporated under the companies act 1956 (further amended in 2013) having its registered office at _____ and represented by _____ hereinafter called 'Licensee' which expression shall unless repugnant to the context or meaning thereof include the successors and assigns of the **Second party**

WHEREAS

a) DMRC with a view to part finance its project through Commercial Advertisements has invited Tender Application Form (TAF) for Licensing out of Exclusive Outdoor Advertisement Rights on Civil Structures at Underground Section from Udyog Bhawan to Saket Metro Stations and Elevated Section from Qutub Minar to Guru Dronacharya (excluding) Metro Stations of Line-2 on as is where is basis, to be identified, media vehicle(s) fabricated, installed and commissioned by the Licensee as mentioned in Annexure-I.

b) Advertisement on bare sites on as is where is basis (to be identified by the licensee and approved by DMRC) and commissioned by the licensee at its own cost, after fixing advertisement panels as per DMRC standards.

c) DMRC has agreed to provide the licensee advertising spaces (to be identified by the licensee and approved by DMRC) on "**as is where is basis"**, herein after referred to as advertisement spaces, as mentioned below on the terms and conditions hereunder contained.

d) Advertisement Rights on DMRC Civil Structures is for Outdoor Advertisement of 960 sqm (minimum) area whether fully utilized or not. This display of advertisement must be (giving full compliance to Technical Parameters of Delhi Outdoor Advt. Policy/ EPCA Guideline/directives given by Hon'ble Courts.

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

1.0 The following documents shall be deemed to form part and be read and construed as part of this agreement, namely:

1.1 Letter of Acceptance no _____ dated _____.

1.2 Tender Application Form, Addendum/Corrigendum, etc.

1.3 Financial Bid Form

1.4 Any other document forming part of the tender.

1.5 Reply of the Pre-Bid queries (if any)

2.0 SCOPE OF WORK

2.1 DMRC hereby agrees to provide (on as is where is basis) bare Outdoor Advertising Spaces on civil structures at Underground Section from Udyog Bhawan to Saket Metro Stations and Elevated Section from Qutub Minar to Guru Dronacharya (excluding) Metro Stations of Line-2 as per Annexure-1 and subsequently to be identified by Licensee. Licensee shall ensure that all the advertisement media conform to DMRC specifications. Panels fabricated, installed and commissioned after approval of DMRC, hereinafter referred to as "Advertisement Spaces", solely for the purpose of carrying out the business of placement of advertisements hereto referred to as "the said business". It is pertinent to mention here that bidder can use whole 960 sqm area (i.e. Minimum offered area). Outdoor Advertisements on Guru Dronacharya Station is excluded from scope of work under this contract.

2.2 Licensee shall be responsible for the following activities:-

a) Preparation of an advertising plan for each site/space which must clearly earmark exact locations and type of advertisement planned for each advertising site and other relevant details. DMRC shall consider the plan with respect to aesthetics, operational feasibility, safety and security concerns. If the part of plan is not approved by DMRC, Licensee is required to submit revised plan for approval. All further modification/ revision to plan to shall have to be approved by DMRC.

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

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

d) Operate, manage and maintain the entire advertisement plans.

e) Management of sales & marketing of the advertising within stations including providing adequate professionally trained manpower.

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

g) Promote DMRC amongst India's top three Destination Brands for Advertising.

h) Create new innovative advertising opportunities including Experiential Marketing, advertisements by visual aids, smart posters etc. for use in e-commerce for on-line or off-line shopping purposes, etc.

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

j) Comply with all statutory requirements in connection with License Agreement.

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

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

m) At present, DMRC is not liable to share its revenue generated from advertisements with local bodies including MCD, etc. However, if DMRC becomes liable to share revenue with local bodies from advertisements 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.

3.0 That the Licensee hereby covenants as follows:

3.1 The licensee hereby agrees to take up on license basis all the Advertisement spaces specified in Annexure-1 and also agrees to get the prior approval of all design and insertion media of the advertisements which may be inserted thereon from the DMRC as envisaged under the terms and conditions of this agreement. The Licensee shall submit all plans of all advertisement spaces including bare sites for approval to DMRC. The plans of all advertisement spaces including bare sites for approval to DMRC for advertisement spaces includes, Location plans, media vehicle structural and fixing plans, electrical and cable routing plans etc. DMRC has the right to reject the plans, if not conforming to the requirement of DMRC. Licensee shall resubmit their plan after such modification and conforming to the requirement of DMRC for approval. The license fee will be charged as per the schedule and no waiver of license fee due to non approval of plans by DMRC for any period shall be entertained /granted.

3.2 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.

3.3 The Licensee confirms having examined the potential locations on outside Metro Stations as mentioned in Annexure-1 in detail and fully understands and comprehends the technical requirements of the advertisement insert/ media. The Licensee also confirms full satisfaction as to the business viability of licensing the advertisement spaces outside the Metro Stations and hereby voluntarily and unequivocally agrees not to seek any claim, damages, compensation or any other consideration, whatsoever on this account. Licensee also confirms having made independent assessment of present and future market potential and no future claim what so ever 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.

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

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

..../...../2016	**..../..../ 2016**
(.....)	**(.....)**
Authorized Signatory	**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

ARTICLE-1

DEFINITIONS

a) **"Advertisements"** or **"Advertising"** means display of any advertisement material including pictures, printed material, electrical/electronic media, smart posters, holographic images, visual display or any other innovative advertising media, etc. which are not objectionable or prohibited under various statutes, codes, policies, etc. as applicable from time to time.

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

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

d) **"Applicable Permits"** means all clearances, permits, authorizations, consents and approvals required to be obtained or maintained under Applicable Law, in connection with the "Commercial advertisement spaces" during the subsistence of this Agreement.

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

f) **"Bid"** means tender document including all clarifications, addendum, corrigendum and revisions issued by DMRC to the Bidders, the Proposal submitted by the successful Bidder (Licensee) in response to the Bid Notice in accordance with the provisions thereof.

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

h) **"Bid Security"** means the refundable amount to be submitted by the Bidder along with Tender Documents to DMRC as a security against the earnestness of bid.

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

a) The enactment of any new Indian law

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

c) Any change in the rate of any Tax

Provided that Change in Law shall not include:

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

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

j) **"Commencement Date or Handover Date"** means the date on which the Licensed Space is handed over by DMRC to the Successful Bidder, in accordance with the terms of this agreement.

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

l) **"DMRC"** means Delhi Metro Rail Corporation Limited.

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

n) **"License"** means the licensing rights granted by DMRC to the Successful Bidder for various activities excluding the banned activities as per banned list of usage of premises attached as Annexure-II.

o) **"Licensee"** means the Successful Bidder, who has executed the license agreement with DMRC pursuant to bidding process.

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

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

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

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

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

u) **"Termination Date"** means the end of the License period or date of sooner determination of the License period in accordance with the terms of this Agreement whichever is earlier.

ARTICLE-2

GRANT OF LICENSE

TENURE OF LICENSE

2.1 Tenure of License Agreement shall be 10 (ten) years, unless otherwise terminated by DMRC or surrendered by the Licensee. The tenure of License Agreement shall commence from the date of handover of the advertising spaces as mentioned in Annexure-I. The license period for additional advertisement space in case handed over/allotted during the currency of the contract will also be co-terminus with original license period.

2.2 There shall be a **Lock in period of two years** from the date of commencement of agreement.

2.3 If the Licensee is desirous of terminating the license hereby created before expiry of the lock-in period of 2 years, 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 Guarantee 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 media 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.

2.4 The Licensee shall have option to exit from the License Agreement immediately after completion of lock-in period of 2 years. For this, the licensee shall give 180 days prior intimation to DMRC which can be given before completion of defined lock-in period. (In case lock-in period is of 2 years, prior intimation can be given only after 1 ½ years). In such a case, balance Interest Free Security Deposit/ Performance Guarantee 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 media 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.

2.5 If the Licensee is desirous of terminating the license after expiry of lock-in period of 2 years without serving any prior intimation or shorter intimation than 180 days, the agreement shall deemed to be terminated on completion of such short/improper intimation period. In such cases, the Interest Free Security Deposit/ Performance Guarantee shall be refunded to the Licensee after adjustment of license fee for period shorter than 180 days (notice period) and outstanding dues, if any. DMRC may also recover the balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Security, from the other contracts of licensee in DMRC. Balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Security, shall be recoverable from the licensee before licensee is permitted to remove their media 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.

2.6 In case of successful completion of the full term of the License period i.e. Ten (10) years of License Agreement, Interest Free Security Deposit/ Performance Guarantee 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, they shall be recoverable from the licensee

before licensee is permitted to remove their media or else DMRC will seize their property. DMRC reserves it right to recover the balance outstanding dues from the other contracts of licensee in DMRC.

LICENSE FEE

2.7 The license fee (exclusive of all taxes) at the rate of Rs. _____ per sqm/month for the licensed space plus service tax (as applicable) shall be paid by Licensee to DMRC. The license fee shall be paid in advance on quarterly basis for the actual area handed over, subject to minimum of 960sqm.

2.8 The License fee for minimum area of 960 sqm as per **Annexure-I**, shall commence immediately after fitment period of 75 days from the date of handing over of the available handed over area. The Bidder voluntarily agrees not to seek any claim, compensation, damages or any other consideration whatsoever on any pretext whatsoever on account of his inability to fabricate, install and commission the advertisement panels.

2.9 Along with License Fee, Licensee shall also pay other dues i.e. service tax, statutory dues / liabilities, electricity charges, damage/ penal charges, pending arrears, etc. as applicable time to time.

2.10 The License Fee and the Interest Free Security Deposit/ Performance Guarantee shall be escalated by **20% on completion of every 3 (three) years** of license period, on compounding basis. First escalation in License Fee and the Interest Free Security Deposit/ Performance Guarantee shall be on **01-04-2019** or 3 years whichever is earlier, 2nd escalation on **01-04-2022** or six years whichever is earlier and so on.

2.11 The license fee shall be paid to DMRC on **Quarterly basis** in advance to DMRC by the last working day of the previous quarter. This has also been illustrated below for better understanding of licensee –

- The Billing Quarter - 1st April - 30thJune
- Period for the issue of invoice - 1st March - 15th March
- Last Date of payment of Dues to DMRC - 31stMarch

Billing Quarters shall be flexible and will be Jan-Mar, Apr-Jun, Jul-Sep and Oct-Dec in the contract to have ease in management of contract. **The licensee shall preferably make payment of advance Quarterly License Fee by E-mode i.e. RTGS/NEFT for credit of A/c of DMRC Ltd. after seeking of prior approval of DMRC in this regard as per Annexure IV, IV(1) & IV(2).**

2.12 The Licensee agrees voluntarily and unequivocally to make all payments to DMRC as may be due before the due date, without waiting for any formal advice from DMRC. If the Licensee does not receive an invoice by 7 days before the due date of payment, the Licensee agrees to collect the same from the office of authorized representative of the Licensor.

2.13 Licensee shall periodically advise the details of payment deposited with DMRC. In the case of non-submission of such details, initially Third Party dues i.e. statutory dues/ liabilities shall be settled (mandatory liabilities of DMRC), then others dues/ liabilities like electricity, etc. and lastly License fee shall be accounted for. The account shall be reconciled by DMRC on annual basis. If, discrepancy shall be adjusted in next invoice.

2.14 If the Licensee fails to pay or partly pay the license fee and other dues required to be paid as per terms and condition of License Agreement by the due date, a **15 days** cure notice shall be issued to pay the outstanding license fee and other dues along with an interest of 18% (Eighteen percent) per annum on the amount of License Fee and other dues outstanding after the due date and falling in arrears. Interest shall be charged on net outstanding dues for the actual day(s)

of delay in payment. Interest shall continue to be accrued on monthly compounding basis until payable amount of License Fee and other dues are finally squared up.

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

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

c) In the event of Licensee failing to pay the dues within 30 days from the date of issue of termination notice, it shall constitute Material Breach of Contract and Licensee's Event of Default under this Agreement and shall entitle DMRC to terminate the License Agreement as per provisions stipulated in **ARTICLE-7** of the License Agreement. In such a case, the balance Interest Free Security Deposit/ Performance Guarantee 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 media 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.

Interest Free Security Deposit/ Performance Guarantee:

2.15 The Licensee shall submit Interest Free Security Deposit/ Performance Guarantee to DMRC equivalent to 6 months/half yearly License Fee on existing rate of license fee applicable as on date of its submission based on area mentioned in Annexure-1.

2.16 The Successful Bidder shall deposit minimum 25% of Interest Free Security Deposit/ Performance Guarantee in the form of DD/PO favoring DMRC Ltd. and remaining or 75% of the amount of Interest Free Security Deposit/ Performance Guarantee in form of Bank Guarantee/FDR favoring DMRC Ltd. Interest Free Security Deposit/ Performance Guarantee up to Rs. 10 Lacs shall be paid in the form of DD/PO only. In case of exercising the option for payment through FDR, the FDR shall be duly pledged in favour of DMRC and styled as DMRC A/C (Name of licensee).

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

2.18 In case of a JV/ Consortium, the Interest Free Security Deposit/ Performance Guarantee is to be submitted in the name of its JV/Consortium. However, splitting of the Interest Free Security Deposit/ Performance Guarantee (while ensuring the Interest Free Security Deposit/ Performance Guarantee is in the name of JV/Consortium) and its submission by different members of the JV/ Consortium for an amount proportionate to percentage stake or otherwise is also acceptable.

2.19 **The License Fee and the Interest Free Security Deposit/ Performance Guarantee shall be escalated by 20% on completion of every 3 (three) years of license period, on compounding basis.** First escalation in License Fee and the Interest Free Security Deposit/ Performance Guarantee shall be on **01/04/2019 or 3 years** whichever is earlier.

2.20 Interest Free Security Deposit/ Performance Guarantee shall remain constant for an increase in area up to 10%. However, in case of increase in area is more than 10% than Interest Free Security Deposit/ Performance Guarantee shall be increased on pro-rata basis.

2.21 DMRC shall reserve the right for deduction of DMRC dues from Licensee's Interest Free Security Deposit/ Performance Guarantee at any stage of agreement i.e. currency/ completion/ termination/surrender, against -

a) Any amount imposed as a penalty and adjustment for all loses/damages suffered by DMRC for any nonconformity with the Agreement terms & condition by the Licensee.

b) Any amount which DMRC becomes liable to the Government/Third party due to any default of the Licensee or any of his servant/ agent.

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

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

2.22 Once an amount is debited from the interest free Security Deposit/Performance Guarantee, the Licensee shall replenish the Security Deposit/Performance Guarantee to the extent the amount is debited, within 15 days period failing which it shall be treated as a Licensee's event of default.

2.23 TAXES, OTHER STATUTORY DUES AND ELECTION CAMPAIGN

a) All other statutory taxes, statutory dues, local levies, Service tax, etc. as applicable time to time, shall be charged extra and shall have to be paid/remitted along with the License Fee for onward remittance to the Government. The successful Bidder indemnifies DMRC from any claims that may arise from the statutory authorities in connection with this License.

b) Payment of stamp duty on agreement, if any, to be executed in pursuance of this tender shall be borne by Successful Bidder.

c) Taxes/Municipal Taxes if any shall be solely borne by Successful Bidder.

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

e) At present, DMRC is not liable to share its revenue generated from advertisements at DMRC Metro stations with local Municipal bodies of Delhi/New Delhi/NCR of Delhi. However, if DMRC becomes liable to share revenue with local bodies from 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.

f) 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 etc. violating "Model Code of Conduct" shall be allowed during the period whereby "Model Code of Conduct" has 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 the 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.

g) Any type of audio advertisement shall not be allowed.

ARTICLE-3

MAINTENANCE AND OPERATION OF LICENSED SPACES

Additional Areas/ Panels & Forms of Advertising.

3.1 Additional outdoor advertising area/spaces other than those listed in Annexure-1 may also be handed over by DMRC to the licensee for exclusive outdoor advertisement rights and DMRC's decision in this regard shall be final and binding. The license fee for such additional area/spaces shall commence after 75 days from the date of handing over of space. The tenure of the license period of these additional area/spaces shall be co-terminus with this license agreement.

3.2 Minimum area for which license fee shall be charged after the fitment period shall be as given in Annexure-I. The additional area over and above minimum area shall be charged on pro-rata basis. Licensee shall prepare the plan for approval of DMRC.

3.3 The cost of preparation of the advertisements/media/inserts shall be borne solely by the licensee. The licensee shall also maintain all the media/ inserts and advertisements as per standards indicated by DMRC.

INNOVATIONS & NEW MEDIA:

3.4 Subject to mutually agreed terms and conditions and prior written approval and concurrence of the licensor (DMRC) the Licensee may introduce any new media. If the Licensee wants to introduce new media then a proposal along with details of the said media proposed to be introduced should be presented to the office of the Dy GM/PB-1, DMRC for approval and indication of the terms and conditions. The Licensor (DMRC) at all times reserves the right not to give approval to such proposal/s and the Licensee agrees voluntarily and unequivocally not to seek any claim, damages, compensation or any other consideration whatsoever due to non acceptance of proposal.

Approval of Plan:

3.5 Licensee shall indicate the locations for advertising panel/s, design of media vehicles including their structural plans, electrical and cable routing plans, the advertising panels/type of advertisements for these locations and submit all the plans of proposed panels, including its fixing arrangements for DMRC's approval within 30 days from date of issue of Letter of Acceptance for utilization of space, giving full compliance to Technical Parameters or any other prevailing applicable policy. It is noted that the license fee as per Annexure-1, (Minimum area of 960 sqm) will be charged from 76th day from the handover of the area and license fee for bare advertisement space/additional advertisement space beyond 960 sqm area will be charged from 76th day from the approval given by the DMRC. DMRC reserves the right to reject any or all of the said submissions, without assigning any reasons whatsoever. DMRC has the right to indicate alternate locations. DMRC also has the right to ask the licensee to re submit location plan, wiring & routing plans etc, for those locations, which are not approved by DMRC. The licensee hereby agrees to comply with the directives of DMRC regarding alternative sites/ locations, and designs as may be specified by DMRC. The licensee hereby agrees voluntarily and unequivocally not to seek any claim, compensation, damages or any other consideration whatsoever on this account.

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

b) Approval for installing panels at all locations (including uni-poles and piers) shall be granted by Civil wing of DMRC, only after ascertaining safety and stability of the structures, as proposed by the bidder, while submission of his proposal and drawings.

Specimen drawings for few structures are enclosed for guidance. Bidder is requested to follow the minimum stipulations as provided in these drawings. All the structures shall be got painted by licensee at his own cost with ISI paints of reputed brand and render glossy finish to these structures. It may be mentioned that in case of non-granting of approval by DMRC, licensee shall submit fresh proposal along with drawings for approval by DMRC.

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

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

3.6 If the licensee is desirous of revising already approved advertisement plan at any particular location during the license period, the Licensee shall submit revised advertisement plan for approval of DMRC once in a quarter only. In such case no fit out period shall be considered.

3.7 In case Licensee is desirous of **increasing the area of advertisement** over and above already approved plan, the Licensee shall submit advertisement plan for additional area once in a month. If such additional area is taken up by the licensee for the complete duration of the contract, than it shall be charged from 76th day from the date of handing over of additional area considering 75 days fit out period.

3.8 In case **additional area is taken up for short duration**, the additional area should be equal to or more than **25 sqm** and it shall be charged from the date of handing over of additional area subject to approval of plans. License fee shall be charged on pro-rata basis for a minimum one quarter and it is to be paid in advance, irrespective of the fact that whether it is commercially utilized or not by licensee. It is made clear that License fee on additional area shall be charged for a minimum area of 25 sqm in case less area is taken.

3.9 If the Licensee is desirous of **surrendering advertisement area which was taken up for short duration** at any location, the licensee shall submit the plan for withdrawal of advertisement area. Such plans of surrendering advertisement area shall be submitted at a frequency not more than once in a quarter and in one lot of minimum variation of 25 sqm of display area per quarter. The License fees for the reduced approved area shall be charged from the actual date of removal of such advertisement structure, after certification from Station Manager or his authorized representative.

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

3.11 Licensee shall submit the monthly statement to PB wing of approved area as well as actual area utilized for advertisement at each location for each category, after due certification from Station Manager or his authorized representative.

Operation & Maintenance of Licensed spaces:

3.12 Licensee confirms that he/they fully understand and confirm that the panels/advertisements spaces shall at all time belong to DMRC, and no interest in the same shall be created by the licensee. The Licensee also agree not to sub license, lease, sub lease or part with, partially or fully in any form, the panels/advertisement spaces.

3.13 Licensee agrees to keep and maintain the advertisement media/panel, etc, in safe and sound manner during all the time of contract period. Any defective, weak or corroded structure should be replaced immediately with new proper structure after due certification from reputed agency/DMRC, to ensure safety of DMRC commuters. Licensee will also do the maintenance of all advertisement panels so fabricated and installed and shall be solely responsible for ensuring stability/safety of the structure and shall keep DMRC indemnified against any untoward incident/accident due to these panels/structures. Licensee shall also keep all the piers and other civil infrastructure covered under this tender free from defacement of any nature including that by sticking of poster and pamphlets and keep the space neat and clean as per the requirements/ directives of DMRC.

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

3.15 All the advertising panels shall belong exclusively to DMRC Ltd at all times. No permanent interests or lien of whatever nature is allowed to be created on the advertising spaces and the advertising panels fabricated installed and commissioned.

3.16 The Licensee will not ask for any claim or seek any compensation from DMRC if advertisements are not permitted due to court order/local laws/civil authorities. The maintenance of all advertisement inserts and the panels handed over will be borne solely by the licensee. The replacement of bulbs, electrical chokes, other electrical parts and also other components of all advertisement panels will be done as per directions and standards specified by the authorized representative of DMRC Ltd.

3.17 The licensee agrees to pay and will continue to pay the license fees and all dues, even if any or all the panels are not functional or has/have been dismantled for repair or upkeep etc. The Licensee agrees that in the event of such dysfunction of the panels, the licensor will not be liable to pay any compensation to the licensee.

3.18 If any approvals are required to be taken from any local /municipal authority for display of the advertisement the same is the sole responsibility of the Licensee. In case any fine is imposed on DMRC (Licensor) due to not obtaining of such approvals the same will be recovered from LICENSEE. Even DMRC reserve the rights to recover from security deposit of the licensee and the licensee shall reimburse the security deposit to that extant within 30 days of such debit by DMRC.

3.19 The licensee will have to maintain all the advertisement inserts in proper, neat and clean condition for the currency of the contract. The advertising media should be of fire retardant low smoke/zero halogen material and of international standards. The Licensee must submit the media sample for DMRC's approval to the office of the DGM/PB-1 before using the same. DMRC reserves the right not to give such permission.

3.20 Licensee shall ensure that all the installed advertisement panels are fully engaged by proper advertisement media or any other proper creative to improve the ambience of the station. If advertisement is not available for any panel offered to Licensee, the same should be utilized to display a message of Licensee or DMRC.

3.21 The Licensee fully understands and comprehend that all panels constructed / fabricated, installed and commissioned by him/her/them will become the sole property of DMRC at the end of the license period.

3.22 The licensee should at all times indicate the date till which his license is valid on each of his advertisements displayed.

3.23 All terms and conditions indicated in this agreement will also be applicable for the additional panels/spaces offered and accepted by the licensee.

3.24 Licensee shall keep and maintain the advertisement media/panel, etc, in safe and sound manner during all the time of contract period. Any defective, week or corroded structure should be replaced immediately with new proper structure after due certification from reputed agency/DMRC to ensure safety of DMRC commuters.

3.25 Licensee shall ensure that all electrical wiring, power outlets and gadgets used are maintained properly, guarded against short circuits / fires. The instructions of DMRC's electrical inspectors/ authorized representative shall be complied by the licensee at its own cost.

3.26 In case of accident caused due to negligence of the Licensee resulting into injury/ death to DMRC employees/ other users/ any person or loss to DMRC property, Licensee shall compensate the loss(es), without prejudice to other actions under this Agreement at the sole discretion of DMRC, including termination of Agreement.

3.27 The Licensee voluntarily and unequivocally agrees not to seek any claims, damages, compensation or any other consideration whatsoever because of implementing the instruction issued by DMRC fire officer, electrical inspector, Security officer or their authorized representatives from time to time.

3.28 Licensee and its employees or other persons involved in the execution of the work shall not, in any way, impinge on the safety and security of metro operations, passenger safety, safety of metro properties and its assets.

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

Penalty Clauses

3.30 Licensor reserves the right to impose the penalty on Licensee up to **Rs.5,000/-** per offence on the following offenses: -

1	Display of advertisement without approval of creative's from DMRC.
2	Non-compliance of the instructions of the DMRC Administration even after 10 days from the date of issue of notice.
3	Any staff of Licensee found in drunken condition / indulging in bad conduct.
4	Any staff of the Licensee found creating nuisance.
5	Sticking of stickers or hanging of banners or any other form of presentation other than allowed.
6	Improper maintenance & defacement of the advertisement panels or Metro Property.
7	Dishonor of drafts and Cheques given by Licensee in favour of DMRC.
8	Misbehavior with staff and commuters of DMRC.
9	Not following safety and security norms as may be indicated by authorized representative of DMRC.
10	Not following instructions issued by DMRC from time to time and other violations of the contract agreement.
11	Advertisements falling in non-permissible category/ Negative List.

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

Factors Governing Selection of Permissible Advertisements and Negative List of Advertisements

3.32 The Licensee shall take into account the aspects mentioned at **Annexure-II** to this License Agreement while selecting advertisements on the panels and abide by all the instruction of the authorized DMRC representative on the same. Negative List of Advertisements which are not permissible is also given at **Annexure –II**.

Minimum Material Specifications

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

a) Steel used in making frames has to be arranged from primary sources- i.e. SAIL,TATA etc with proper treatment, Exterior Frame work –SS 304 or equivalent
b) Backing sheet of G.I.
c) Internal cables of Fire Retardant Low Smoke type (FRLS) for Elevated & (FRLSZH) for U/G as specified in Electrical Procedure Order.
d) Advertising media to be made from Fire Retardant, Low Smoke & Zero Halogen material.
e) In order to have energy conservation, LED or any other energy saving devices confirming to BEE standards should be used at the advertisement sites. For existing sites, the conservation of energy saving devices may also be carried out.

3.34 The advertising media should be of fire retardant, low smoke and comply with all Indian and International Standards.

ARTICLE-4

RIGHTS AND OBLIGATIONS

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

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

b) to operate and maintain the Licensed Area at all times in conformity with this Agreement;

c) to ensure that no structural damage is caused to the existing structures and other permanent buildings at the stretch as a result of his activities or any of its agents, contractors, sub-Licensee, etc.;

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

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

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

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

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

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

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

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

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

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

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

4.4 No lease/tenancy/sub-tenancy is being created by DMRC in favour of Licensee under or in pursuance of this Agreement and it is distinctly & clearly understood, agreed and declared by/ between the parties hereto that:

a) The Licensee shall not have or claim any interest in the Licensed Space as a lessee/ tenant/sub-tenant or otherwise.

b) The rights, which Licensee shall have in relation to the said premises, are only those set out in this Agreement.

c) The relationship between DMRC and Licensee under and/or in pursuance of this Agreement is as between Principal and Principal. Consequently, neither party shall be entitled to represent the other and/or make any commitment on behalf of and/ or with traders or any other party. Furthermore, no relationship in the nature of Partnership or Association of persons is hereby being created or intended to be created between DMRC on the one hand and Licensee on the other hand in connection with and/or relating business to be operated by Licensee at the said premises.

ARTICLE-5

INDEMNITY AND INSURANCE

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

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

5.3 The Licensee hereby undertakes that DMRC shall not be liable for or in respect of any damages or compensation payable to any workman or other person in the employment of Licensee or any of his contractors/ sub-contractors/sub-Licensees. The Licensee shall indemnify and keep indemnified DMRC against all such damages and compensation; all claims proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

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

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

5.6 If any approvals are required to be taken from any local /municipal authority for display of the advertisement the same is the sole responsibility of the Licensee. In case any fine is imposed on DMRC (Licensor) due to not obtaining of such approvals the same will be recovered from security deposit of the licensee and the licensee shall reimburse the security deposit to that extant within 30 days of such debit by DMRC.

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

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

5.9 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 Licensor. Licensee hereby undertakes to carry out police verification of its employees and submit its copy to DMRC in accordance with its extant policies.

5.10 The Licensee shall indemnify DMRC from any claims that may arise from the statutory authorities against any statutory taxes, statutory dues, local levies, etc. in connection with this License.

5.11 The Licensee shall indemnify DMRC from any serious accident caused due to negligence of the Licensee, resulting in injury, death to commuters or DMRC employees or loss to DMRC property during the currency of license agreement.

5.12 The Licensee shall be liable for and shall indemnify, protect, defend and hold harmless DMRC, DMRC's officers, employees and agents from and against any and all demands, claims, suits and causes of action and any and all liability, costs, expenses, settlements and judgments arising out of the failure of the Licensee to discharge its obligations under this clause and to comply with the provisions of Applicable laws and Applicable Permits.

5.13 The Licensee shall indemnify and keep indemnified DMRC for any losses/ penalties on this account levied by any judicial/ statutory authorities/ courts on the Licensee.

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

ARTICLE-6

FORCE MAJEURE

6.1 In case of Force Majeure Events occasioned in whole or in part, neither DMRC nor Licensee shall be liable for any inability to fulfill their commitments and obligations. Any of the following events resulting in total block up of business from the licensed space shall constitute Force Majeure Event:

a) Earthquake, Flood, Inundation, Landslide.

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

c) Fire caused by reasons not attributable to the Licensor.

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 Licensor, its contractors, or their employees, agents etc.

g) Any other similar things beyond the control of the party, except court order/ court judgment.

6.2 Such Force Majeure occurrence shall be notified to the other party within 15 days of such occurrence. If such Force Majeure continues for a period of three months, the other party may be entitled to, through not being obliged to terminate this agreement by given a notice of one week to the other party.

ARTICLE-7

BREACHES/SURRENDER/TERMINATION OF LICENSE AGREEMENT

Surrender of License Agreement:

7.1 If the Licensee is desirous of terminating the license hereby created before expiry of the lock-in period of 2 years, 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 Guarantee 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 media 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.

7.2 The Licensee shall have option to exit from the License Agreement immediately after completion of lock-in period of 2 years. For this, the licensee shall give 180 days prior intimation to DMRC which can be given before completion of defined lock-in period. (In case lock-in period is of 2 years, prior intimation can be given only after 1 ½ years). In such a case, balance Interest Free Security Deposit/ Performance Guarantee 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 media 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.

7.3 If the Licensee is desirous of terminating the license after expiry of lock-in period of 2 years without serving any prior intimation or shorter intimation than 180 days, the agreement shall deemed to be terminated on completion of such short/improper intimation period. In such cases, the Interest Free Security Deposit/ Performance Guarantee shall be refunded to the Licensee after adjustment of license fee for period shorter than 180 days (notice period) and outstanding dues, if any. DMRC may also recover the balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Security, from the other contracts of licensee in DMRC. Balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Security, shall be recoverable from the licensee before licensee is permitted to remove their media 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.

7.4 In case of successful completion of the full term of the License period i.e. Ten (10) years from commencement date of License Agreement, in such a case, balance Interest Free Security Deposit/ Performance Guarantee of the Licensee shall be refunded after adjusting the outstanding dues. If, balance outstanding dues are more than Interest Free Security Deposit/ Performance Security, shall be recoverable from the licensee before licensee is permitted to remove their media or else DMRC will seize their property. DMRC may also recover the balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Security, from the other contracts of licensee in DMRC.

Breach of License Agreement/ Licensee's Events of Default

7.5 Following shall be considered as Material Breach of the License Agreement by Licensee resulting in Licensee's Events of Default:

a) If the Licensee has failed to perform or discharge any of its obligations in accordance with the provisions of License Agreement, unless such event has occurred because of a Force Majeure Event, or due to reasons solely attributable to DMRC without any contributory factor of the Licensee**.**

b) If the Licensee fails to pay License Fee, utility charges, penalty or Damage herein specified or any other due payable by the Licensee to DMRC by the stipulated date.

c) If the Licensee makes any of the following changes in Ownership:

i. Any change in percentage stake of JV/Consortium by the members of the License Agreement without prior written permission of DMRC.

ii. Dilution of stake of Lead Member in the JV/Consortium below 51% at any time during the License Period.

iii. Dilution of stake of any consortium member in JV/ Consortium below 15% during the license period

d) If the Licensee during pendency of the License Agreement becomes insolvent or is put under receivership by a competent court.

e) If the Licensee is in persistent non-compliance of the written instructions of a DMRC officials.

f) If the Licensee or any of its representatives cause an incident or accident that results in injury or death to DMRC employees/ commuters or loss to DMRC property.

g) If the Licensee is in violation of any of the other Clauses of License Agreement and after the written notice(s) (unless otherwise specifically mentioned therein) from DMRC fails to cure the Default to the satisfaction of DMRC.

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

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

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

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

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

m) If the Licensee has abandoned the Licensed Space.

Termination of License Agreement by DMRC

7.6 Provided that in the event of application of clauses 7.5(a) and (b) above, DMRC shall give to the Licensee 15 days time to cure the default prior to considering the events specified therein as Licensee's events of default and in the event the Licensee remedies the default to the satisfaction of the DMRC within the cure period, the event shall not be considered as a Licensee Event of Default.

7.7 If the Licensee failing to cure the default within 15 days it shall constitute Material Breach of Contract under this Agreement. It shall entitle DMRC to disconnect all utilities provided to the Licensee and to terminate license agreement. No representation of licensee shall be entertained after the expiry of cure period.

Termination on Operational Ground:

7.8 DMRC reserves the right to terminate the License Agreement by giving three months advance notice on operational ground. The License agreement shall stand terminated after expiry of three months' notice and the Interest Free Security Deposit/ Performance Guarantee shall be refunded after adjusting outstanding dues, if any, payable by the Licensee. If DMRC terminates on operational ground within lock-in period of two years, the licensee shall also be entitled to an amount equivalent to one month of license fee applicable on the date of termination. The Licensee voluntarily agrees not to seek any claim, compensation, damages or any other consideration whatsoever on any ground in this regard.

7.9 Termination due to Force Majeure conditions: The License Agreement may be terminated for Force Majeure Reasons as specified in **ARTICLE-6**.

Other Terms & Conditions:

7.10 On termination/ completion of License Agreement:

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

b) In case of termination of agreement on account of Licensee's Events of Default, the balance Interest Free Security Deposit/ Performance Guarantee 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 mediaor 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..

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

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

Grace Period

7.11 On termination/surrender of the license agreement, the Licensee shall handover the vacant possession of premises to the Station-in-charge or his authorized representative within 30 days (**for which no license fee shall be charged**) from the date of termination of License Agreement, after removal of media, fixtures, panels, etc. installed by the Licensee at its own cost, without causing damage to DMRC structures. The Licensee agrees voluntarily and un-equivocally not to seek any claim, damages, compensation or any other consideration whatsoever on this account. If the premise is not handed over in good condition as required under this clause, DMRC reserves the right to deduct/ recover damage charges.

7.12 If, the Licensee fails to vacate the licensed space/premises within the grace period, penalty of twice the prevalent monthly Licensee Fee shall be chargeable for occupation for this 30 day period & to enable DMRC to dispose-off the property & goods from the premises. And after lapse of this 30 days grace period, DMRC shall take over the goods / property treating at NIL value, even if it is under lock & key; and shall be free to dispose-off the property in whatsoever manner as it deems fit. Licensee shall have no claim for compensation or consideration / damages after completion of grace period. If, licensee fails to pay the penalty, applicable in case of non-vacation of premises, the same shall be adjusted from the Interest Free Security Deposit / Performance Guarantee available with DMRC. No grace period shall be provided to licensee, if licensee terminates the contract within the lock-in period.

7.13 After vacating the premises, the Licensee shall submit a vacation certificate from the Station in-charge or its authorized representative as a proof of Licensee having vacated the site. Licensee's statement regarding vacation, without a vacation certificate from the Station in-charge or its authorized representative, shall not be accepted.

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

7.15 Rights of DMRC on Termination: DMRC shall not have any obligation whatsoever including but not limited to obligations as to compensation for loss of employment, continuance or regularization of employment, absorption or re-employment on any ground, in relation to any person in the employment of or engaged by the Licensee in connection with the Licensed space.

7.16 On termination of Agreement, DMRC shall have rights to re-market or to seal/ lock the Licensed Space.

ARTICLE-8

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 General Manager/PB or HOD level officer of DMRC/Director Concerned 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 claim is up-to Rs.50 Lakhs and to a panel of three Arbitrators, if total value of claims is more than Rs.50 Lakhs. DMRC may provide a panel of three Arbitrators for the claims upto Rs.50 Lakhs and a panel of five Arbitrators 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.

ARTICLE-9

REPRESENTATIONS AND WARRANTIES

9.1 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.

9.2 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.

9.3 DMRC covenants:

a) DMRC covenants and represents that it has good and marketable title to the said premise, free and clear of all liens, claims, mortgages or deeds of trust affecting the Licensee's possession of the Licensed Premises, Licensee's use of the premises, or the rights granted to the Licensee hereunder.

b) DMRC covenants and represents that it has full and complete authority to enter into a license agreement under all terms, conditions and provisions set forth in the agreement, and so long as the Licensee keeps and substantially performs each and every term, provision and condition contained in the agreement, the Licensee shall peacefully and quietly enjoy the premises without hindrance or disturbance by DMRC or by any other person(s) claiming by, through or under or in trust for DMRC.

c) On paying the License fee, Licensee hereby reserved and observing & performing the several covenants and stipulations on its part and the conditions herein contained, shall peacefully hold and enjoy the licensed space throughout the said term without any interruptions by the DMRC or by any person claiming by, through, under or in trust for DMRC.

d) That the overall control & supervision of the premises shall remain vested with DMRC who will have the right to inspect the whole or part of the licensed premises as & when considered necessary with respect to its bonafide use and in connection with fulfillment of the other terms & conditions of the license agreement. DMRC also reserves the right to enter the demised premises to repair & replace the fixtures provided by DMRC.

ARTICLE-10
MISCELLANEOUS

10.1 Licensee shall comply with the laws of land including Delhi Pollution Control Board guidelines, building guidelines, fire norms etc. DMRC shall not be held liable for any change/modification in these laws which adversely affect this agreement. Licensee shall have no right/ claim in this regard, whatsoever the reason may be.

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

10.3 **Employees conduct**: The Licensee shall ensure that all persons employed behave in an orderly and disciplined manner and that the said employees are prohibited from carrying on any unlawful, unfair activities or demonstrations. The Licensee shall submit the details/Bio data of personnel to whom it intends to employ/deploy for carrying out the work of media installation, within 45 days of handing over of the stations. The personnel deployed shall be decent, courteous and without any adverse or criminal background. In this connection, Licensee shall be required to furnish declaration to DMRC with respect to all his personnel deployed. Further within 45 days of issue of LOA, Licensee shall submit police verification report in respect of all its personnel (to be deployed for the work of media installation) shall be furnished by the Licensee to DMRC. All the Licensee's personnel shall be required to possess ID card issued by DMRC while working in DMRC's premises as per prevailing procedure. Access inside the stations in paid areas shall be through smart cards as per prevailing applicable charges, in addition to the valid ID cards.

10.4 DMRC reserves the right to put Signage in public interest of the retail outlets in the property development areas in stations/circulating areas of the station. Such signage will be restricted to the Inside/outer faces of the property development areas/circulating area for which licensee will have no claim.

10.5 Notices : DMRC and Licensee voluntarily and unequivocally agrees –

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

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

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

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

Annexure-I

Details of Advertising spaces offered for Licensing

Sl. No.	Location	Location of panels with Direction of Traffic Movement	Media	Dimension in Sq. ft.	Units	Area in Sq. ft.
1	Udyog Bhawan	Hoarding, Fire Lobby	Hoarding	20'X8'	1	160
2		Hoarding, Ventilator	Hoarding	20'X8'	1	160
3	AIIMS	Wall Wrap, for Traffic Moving from Bhikaji Cama place to South Ex.	Wall Wrap	30'X15'	1	450
4		Wall Wrap, for Traffic Moving from Green park to INA	Wall Wrap	30'X12'	1	360
5		Wall Wrap, for Traffic Moving from South Ex to Dhaula Kuan	Wall Wrap	30'X10'	1	300
6		Lift lobby facing South Ex.	Hoarding	20'X8'	1	160
7		Lift lobby facing South Ex.	Hoarding	20'X8'	1	160
8	Malviya Nagar	Lift lobby	Hoarding	20'X8'	1	160
9	Near Pillar No. 192	Traffic Moving from Delhi to Gurgaon	Hoarding	8'X16'	1	128
10	Near Pillar No. 204	Traffic Moving from Delhi to Gurgaon	Hoarding	8'X16'	1	128
11	Near Pillar No. 203	Traffic Moving from Gurgaon to Delhi	Hoarding	8'X16'	1	128
12	Chattarpur	Duct panel, Traffic Moving from Delhi to Gurgaon	Duct Panel	30'X8'	1	240
13		Duct panel, Traffic Moving from Gurgaon to Delhi	Duct Panel	20'X8'	1	160
14		FOB, Traffic Moving from Gurgaon to Delhi (Left)	FOB Panel	30'X7'	1	210
15		FOB, Traffic Moving from Gurgaon to Delhi (Middle)	FOB Panel	30'X7'	1	210
16		FOB, Traffic Moving from Gurgaon to Delhi (Right)	FOB Panel	30'X7'	1	210
17		FOB, Traffic Moving from Delhi to Gurgaon (Left)	FOB Panel	30'X7'	1	210
18		FOB, Traffic Moving from Delhi to Gurgaon (Middle)	FOB Panel	30'X7'	1	210
19		FOB, Traffic Moving from Delhi to Gurgaon (Right)	FOB Panel	30'X7'	1	210
20	Sultanpur	Wrap on wall of Sultanpur station, Traffic Moving from Delhi to Gurgaon	Wall Wrap	24'X8'	1	192
21		Wrap on wall of Sultanpur station Traffic Moving from Gurgaon to Delhi	Wall Wrap	30'X8'	1	240
22		Gantry, Traffic Moving from Delhi to Gurgaon	Gantry	40'X7'	1	280
23	Ghitorni	Wrap on wall of Ghitorni station, Traffic Moving from Gurgaon to Delhi	Wall Wrap	30'X8'	1	240
24		Wrap on wall of Ghitorni station, Traffic Moving from Delhi to Gurgaon	Wall Wrap	30'X8'	1	240
25	Arjangarh	Wrap on wall of Arjangarh station, Traffic Moving from Delhi to Gurgaon	Wall Wrap	30'X8'	1	240
26		Wrap on wall of Arjangarh station, Traffic Moving from Gurgaon to Delhi	Wall Wrap	30'X8'	1	240

27	**On the Metro Pillars**	Qutub Minar to Guru Dronacharya (excluding) both sides on each pillar i.e. Traffic Moving from Delhi to Gurgaon and vice-versa	Pillar Panel	10.24	460	4709
			Total Area in Sq. Ft.			**10335**
			Total Area in sqm			**960**

a. Successful bidder to be charged for the higher of the following i.e. minimum handed over area whether fully utilized or not or the actual utilized area.

b. This display of advertisement must be (giving full compliance to Technical Parameters of Delhi Outdoor Advt. Policy or any other prevailing applicable advertisement policy / EPCA Guideline/ directives given by Hon'ble Courts).

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

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

ANNEXURE-II

Factors Governing Selection of Permissible Advertisements

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

a) The advertisement is prohibited from carrying information or graphic or other items relating to alcohol and tobacco products.
b) The advertisement will have no objectionable and indecent portrays of people, products or any terms.
c) The use of DMRC name, logo or title without prior written permission is strictly prohibited. No co-branding with the Licensor is allowed, without prior permission.
d) No Surrogate advertisements are permitted unless application for placement of the same is accompanied by "no objection certificate" from the Ministry of Information and Broadcasting.
e) Advertisements pertaining to achievements by different Governments, their Departments, Ministries, Government Undertakings, other Authorities or Political Parties shall be permitted. However, no advertisement of any political party, person etc. violating “Model Code of Conduct” shall be allowed during the period whereby "Model Code of Conduct" has been enforced by Election Commission.
f) Station naming and branding shall not be allowed.
g) Any type of audio advertisement shall not be allowed.
h) All advertisement creative has to be approved by DMRC before display in metro premises.

Negative List of Advertisements

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

a) Nudity.
b) Racial Advertisements or advertisements propagating caste, community or ethnic differences.
c) Advertisement of drugs, alcohol, cigarette, or tobacco items.
d) Advertisements propagating exploitation of women or child.
e) Advertisement having sexual overtone.
f) Advertisement depicting cruelty to animals.
g) Advertisement depicting any nation of institution in poor light.
h) Advertisement banned by the Advertising Council of India or by law.
i) Advertising glorifying violence.
j) Advertisements of destructive devices and explosives depicting items, weapons and related items.
k) Lottery tickets, sweepstakes entries and slot machines related advertisements.
l) Advertisements which may be obscene or contain pornography or contain an “indecent representation of women”.
m) Advertisements which may be defamatory, trade libelous, unlawfully threatening or unlawfully harassing.

ANNEXURE-III

FORMAT OF BANK GUARANTEE BY BANK

(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 only on non-judicial stamp paper of appropriate value)

BANK GUARANTEE NO. _____ dated _____

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

In favour of

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

WHEREAS

DMRC intends to license out Outdoor Advertisement Rights on Civil Structures at Underground Section from Udyog Bhawan to Saket Metro Stations and Elevated Section from Qutub Minar to Guru Dronacharya (excluding) Metro Stations of Line-2 (Yellow Line) (hereinafter referred to as the 'Project'). This license is for a period of Ten (10) years from the date of commencement of license Period, unless otherwise terminated/surrendered earlier or extended further. After the expiry of the license, a peaceful vacant physical possession of the panels should be handed over back to DMRC on "as is where is" basis.

1. The tender offer submitted by M/s _____ having their registered office at _____ has been accepted by DMRC vide LOA No. _____ dated _____.

2. As per the terms of the above mentioned LOA, the licensee is required to display Outdoor Advertisements on civil structures at Underground Section from Udyog Bhawan to Saket Metro Stations and Elevated Section from Qutub Minar to Guru Dronacharya(excluding) Metro Stations of Line-2 (Yellow Line) for the duration of the license.

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

4. The licensee shall also: -
   - bear and pay all expenses, costs and charges incurred in the fulfilment of all its obligations under the License Agreement ;and
   - not assign or create any lien or encumbrance on the license hereby granted or on the whole or any part of the Project Facility nor transfer, lease/ license or part possession therewith save and except as expressly permitted by this Agreement.

5. The licensee is required to furnish an unconditional irrevocable Bank Guarantee for an amount of Rs. _____ (Rupees _____ only) as security deposit 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.

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

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

1. The Guarantor, as primary obligor shall, without demur, pay to DMRC an amount not exceeding Rs._____ (Rupees _____ only), on the same working day of receipt of a written demand from DMRC, calling upon the Guarantor to pay the said amount and stating that the Bank Guarantee provided by the licensee has been forfeited.

2. The Guarantor agrees that DMRC shall be the sole judge to decide as to whether the licensee has defaulted in the performance of its obligations as per the license Agreement, and the decision of DMRC in this regard shall be final and binding on the Guarantor, notwithstanding any differences in this regard between DMRC and the licensee or any dispute pending before any Court, Tribunal Arbitrator or any other Authority.

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

4. This Guarantee shall be irrevocable, valid and remain in full force till the end of the license Period, or for such extended period as may be mutually agreed between DMRC and the licensee, and shall continue to be enforceable till all amounts under this Guarantee are paid. The said Guarantee shall be released by DMRC after the expiry of the license Period subject to fulfillment of all handover requirements by the licensee, to the satisfaction of DMRC and further subject to adjustment for all damages suffered by DMRC.

5. This Guarantee is unconditional and irrevocable till such time DMRC discharges this guarantee by issuing a letter to the Guarantor in this behalf.

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

7. The obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the license Agreement or other documents or by extension of time of performance of any obligations granted to the licensee or postponement / non-exercise / delayed exercise of any of its rights by DMRC against the licensee or any indulgence shown by DMRC to the licensee, and, the Guarantor shall not be relieved from its obligations under this Bank Guarantee on account of any such variation, extension, postponement, non exercise, delayed exercise or omission on the part of DMRC or any indulgence by DMRC to the licensee to give such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving the Guarantor.

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

9. The Courts at Delhi shall have exclusive jurisdiction to adjudicate on any or all matter arising under this Guarantee.

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

11. This guarantee shall come into effect forthwith and shall remain in force upto _____ or the extended period if any and shall not be revoked by the Guarantor at any time without DMRC's prior consent in writing. This Guarantee is valid for a period of _____ Months from the date of signing. [The initial period for which this Guarantee will be valid must be for at least 2 years from the start of contract period]

12. Unless a demand or claim under this guarantee is made by the DMRC in writing on or before _____ all the rights of the DMRC against Guarantor shall be forfeited and guarantor shall be relived and discharge of all liabilities here under.

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

For and on behalf of the _____ Bank.

Signature of authorized Bank official

Name: _____
Designation: _____
I.D. No.: _____
Stamp/Seal of the Bank: _____

Signed, Sealed and Delivered
for and on behalf of the Bank
by the above named _____

In the presence of:

Witness–1
Signature _____
Name _____
Address _____

Witness–2
Signature _____
Name _____
Address _____

ANNEXURE-IV

UNDERTAKING FOR PAYMENTS THROUGH RTGS/NEFT/ECS MODE

No. ..... Dt. __/___/____

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

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

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

1. RTGS/NEFT/ECS mode of payments shall require prior approval of DMRC for which Licensee/ party/company must take concent from the property business cell of DMRC Ltd. in the standard format attached at **Annexure–IV(2).**
2. Once DMRC has given their approval, the party must intimate every time before submission of any payment through RTGS/ NEFT/ ECS at least seven (7) days prior to due date for making payment in prescribed format attached at **Annexure–IV(1).** DMRC shall give their consent with in two working days within the receipt of aforesaid request as per **Annexure–IV2**).
3. In case of any delay in receipt of aforesaid intimation mentioned at Point. No. 2, DMRC reserve the right for refusal to accept payments through RTGS/ NEFT/ RTGS mode of payments.
4. In event of Licensee/ party/ company's non-compliances to the aforesaid requirements. DMRC shall take action as under:
   a.) In the absence of any details from Licensee/ party/ company for consideration of DMRC amount received from the party shall not be accounted for and party shall continue pay interest/ penalty on the outstanding as per the provision of contract.
   b.) In case of receipt of payment with incomplete details payment received shall be adjusted /allocated in the following order:
      i) All the statutory dues/ Taxes shall be adjusted first.
      ii) All payments made by DMRC on behalf of Licensee/ party/ company such as water/ electricity/ maintenance charges/ annual maintenance charges etc. shall be adjusted after the adjustment statutory dues/ Taxes as mentioned in Pt. No. 4.b.i above.
      iii) All previous outstanding dues existing on date of receipt of payment including interest/ penalty imposed.
      iv) Sum remaining after adjustments as per items No. (i) to (iii) above shall be adjusted against lease rent/ space rent/ license fee as per the terms of contract.
      v) In case amount received is even shorter than statutory dues, the Licensee shall be liable to pay all the penalties as declared/ decided by the statutory bodies or as applicable under the provisions of law. In addition to this, Licensee/ party/ company shall also attract penalties as per the provisions of license agreements. Repeated violations of aforesaid instructions shall be treated as non performance/ breach of agreement and under the provisions of license agreement may attract maximum penalty of termination of license agreement.

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

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

Date: _____/_____/_____

Annexure-IV (1)

FORMAT FOR INTIMATION FOR DEPOSITION OF PAYMENTS VIA RTGS/NEFT/ECS IN PD CONTRACTS

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

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

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

Note: DMRC's authorized bank name and account No. to which payments to be made–M/s Union Bank of India, Karol Bagh Branch, IFSC code – UBIN 0530794, MICR code – 110026004, A/c No. - 307301110050008

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

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

To be filled by DMRC Officials

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

1._____
2._____
3._____

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

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

Annexure-IV (2)

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

To,

Delhi Metro Rail Corporation Ltd.
O/o- General Manager/ _____.
2nd Floor, Metro Bhawan,
Barakhamba Road,
Delhi – 110001

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

Ref: 1.) The license agreement between Mr./Mrs./Miss/M/s._____ (name of the Licensee /company / party) and DMRC Ltd. executed on Dt._____.
2.) Lease out No. and Customer ID_____ (as mentioned in invoice).

Sir,

1.) With reference to above mentioned subject matter, it is requested that kindly allow us to avail the RTGS/NEFT/ECS mode of payment for deposition of payments against aforementioned license agreement.
2.) That, I/we_____ (Name of Licensee/ authorized representative of company/ party/ Licensee) have understood the terms and conditions related to deposition of payments via RTGS/ NEFT/ ECS mode.
3.) That, I/we also voluntarily agree to submit the format for intimation for deposition of payments via RTGS/NEFT/ECS in PD contracts seven (7) days before due date as mentioned in invoice or last date for submission of payments as per the terms and conditions of license agreement every time for approval of DMRC Ltd for making payments via RTGS/NEFT/ECS mode.
4.) After making payments, I/we shall also undertake to submit the details with payment confirmation before due date.
5.) I/we also understand that in case of non-compliances, it shall be considered as breach of agreement and action shall be taken as per the terms and conditions of license agreement.

Thanking you

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

To be filled by DMRC Officials

On the request for the _____(name of Licensee/ party/ company), they are allowed to deposit the payment via RTGS/ NEFT/ ECS mode in DMRC's authorized bank name and account No. to which payments to be made–M/s Union Bank of India, Karol Bagh Branch, IFSC code – UBIN 0530794, MICR code – 110026004, A/c No. – 307301110050008subject to submission of format for intimation for deposition of payment via RTGS/NEFT/ECS in PD contracts every time seven (7) before due date for approval of DMRC Ltd and submission of confirmation of deposition of payments before the due date.

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

ANNEXURE-V

Rules and Guidelines for Release of Electric Power

1. Electric power required for commercial activity within footprint of metro station is required to be sourced from existing available source of DMRC at station, availing power supply from outside agencies in DMRC is not permitted. The disbursement of power at different stations shall be dealt with individually under separate connections.
2. The power supply connection released for commercial activity shall be from the available DMRC power network, which is reliable having adequate redundancy. DG supply will not be made available. The power fed shall be from normal source without backup network, licensees may however, provide UPS/ Inverter at their cost if they so desire. Installation of DG set is not permitted.
3. Underground metro stations are already air-conditioned and hence separate AC for these are not required. In underground stations, installation of window/ split AC are not permitted, in case of A/C requirement tapping of connection from chilled water line shall be given on chargeable basis, further work shall be done by licensee. However, for elevated stations licensee may provide AC at his own cost conforming to detailed specifications attached at Annexure-V(4) (i).
4. DMRC will attempt to provide electricity at the point nearest to location; licensee is required to pay the cost of electrical works required for extension of power form DMRC panel/ DB up to site on actual basis + DMRC service charges @ 15%. Alternatively, licensee may also undertake electrical work for extension of power from nominated source under DMRC supervision and complying all codal provisions listed DMRC specifications, upon payment of requisite fees of Rs. 10,000/- per feeder (one feeder with energy meter).
5. DMRC provides power supply up to leased premises on chargeable basis. For meeting the requirement following works shall be done:

   a) Supplying and laying including end termination of suitable size (rating suitable for allowable electric load) LT FRLS cable (from source to nearest point) as per standard specifications.

   b) Supplying and laying of meter box, pre-paid energy meter and MCB for extending the power. Pre-paid energy meters require periodic recharge if timely recharge is not done then electric supply is automatically disconnected.

6. Licensee shall extend power supply from this Meter box at his own cost. Please find attached list of approved makes and specifications to be complied for carrying out electrical works inside leased premises, Annexure-V(1). Licensee is also required to comply with necessary provision for fire safety in accordance with stipulations attached at Annexure-V (6). The work executed by licensee shall be inspected by DMRC representative for ensuring compliance of specifications / stipulations of contract.
7. At the end of the contract (pre-mature surrender/termination, natural completion, etc.) all cable, pre-paid meter, connected software, etc. shall be sole property of DMRC. The licensee voluntarily and unequivocally agrees not to seek any claim, damage, compensation or any other consideration whatsoever on account of time and costs associated, in making provision of electricity.
8. Mode of power supply: If licensee desires they may seek temporary or permanent connection. Temporary connection is given for limited time i.e. 30 days.
9. Permanent connection is given after ensuring all safety compliance and completion of electrical and fire safety works in leased premises in all respect.
10. During tenure of temporary power supply Rs.100/- per week per KW or part thereof shall be charged over and above applicable tariffs.
11. In case of failure to convert, the temporary connection to permanent within stipulated time, temporary connection charge shall be doubled. Format of application for temporary and permanent connection and lists of documents required are attached at Annexure-V(2) & V(3).
12. TARIFF: Rate of electricity shall be charged from licensee at the rate which concerned DISCOM would be charging, had they obtained electric connection from them.

Annexure-V(1)

SPECIFICATIONS FOR ELECTRICAL WORKS

1. Licensee is required to prepare all the plans/drawings for Electrical & Fire work to be carried by them and obtain prior approval of DMRC before execution. The work is required to be executed as per IE rules and through a licensed Sub Contractor. All costs associated with provision of electricity will be borne solely by the Licensee. The Licensee hereby voluntarily and unequivocally agrees not to seek any claim, damages, compensation or any other consideration whatsoever on account of time and cost associated in making provision of electricity.

2. For Elevated station load up to 10 KVA shall given in single phase & in case of underground stations load up to 5KVA shall be given. Load above this shall only be given in three phase. License is required to balance load at 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 cables along with separate 2 nos. of 8 SWG GI wires shall be used for earthing. For underground stations, 2 separate earth wire of 8 SWG copper conductors shall be used.

4. For elevated stations all wires shall be FRLS. Cables shall be armoured, XLPE, FRLS. In case of Underground stations all wires and cables shall be armoured, XLPE FRLSZH and conform to NFPA-70, BS-6724 and BS-6724.

5. The meter box along with MCB & ELCB will be metallic and without any holes. DP MCB & ELCB is required for single phase supply. TPN MCB and ELCB is required in case of three phase. ELCB, cables, MCB rating for main connection shall be as per table- E-1.

6. Use of any PVC material is not permitted in the underground stations.

7. Licensee will provide their proposed protection philosophy with proper discrimination with upstream breaker and seek approval from DMRC.

8. Specification for all materials / works must follow the standards, codes and specifications as used by DMRC in the E&M works. If any item/ equipment/ work is not covered in standards, codes and specifications of DMRC, then the same has to be procured / installed from reputed manufacturer/ make in line with relevant IS/IEC standard with prior approval of DMRC.

9. In case, the Licensee draws power more than the sanctioned load, electricity connection may be disconnected. The electricity connection will be restored on first occasion only when Licensee pays necessary penalty as per DERC norms and removes excess load. On the subsequent occasion, DMRC reserves the rights to revoke the license and forfeited the interest free security deposit.

10 Only Galvanized Cable tray, Conduit, Cable Ladder shall be allowed.

11 Internal wiring of luminaries (Light Fittings) and Signage in signage's panel shall also be FRLSZH in case of UG stations.

12 All Plastic accessories used in luminaries shall be non-flammable material, meeting all the NFPA requirements, preferable by UV and shall be suitable for application at UG station conforming to UL – 94 standards on flammability of material.

TABLE: E-1 (Rating of Electric items)

	Power Requirement (KVA)	Rating of MCB (A, 10kA)	Rating of ELCB (A, mA)	Cable Size Copper (Sq.mm.) DB to Licensee premises
ELEVATED STATION	0 - 0.1	0.5	16, 30	1.5
	0.1 - 0.2	1	16, 30	1.5
	0.2 - 0.5	2	16, 30	1.5
	0.5 - 0.7	3	16, 30	1.5
	0.7 - 0.9	4	16, 30	1.5
	0.9 - 1.2	5	16, 30	1.5
	1.2 - 1.4	6	16, 30	1.5
	1.4 - 2.3	10	16, 30	2.5
	2.3 - 3.7	16	16, 30	4
	3.7 - 4.6	20	25, 30	4
	4.6 - 7.4	32	32, 30	6
	7.4 - 9.2	40	40, 30	10
	9.2 - 10.0	50	63, 30	16
UNDER GROUND STATIONS	0 - 0.1	0.5	16, 30	3 Core x 4 Sq. mm (for single phase)
	0.1 - 0.2	1	16, 30	3 Core x 4 Sq. mm (for single phase)
	0.2 - 0.5	2	16, 30	3 Core x 4 Sq. mm (for single phase)
	0.5 - 0.7	3	16, 30	3 Core x 4 Sq. mm (for single phase)

LIST OF APPROVED MAKES

S. N.	Item	Approved Makes
1.	GI Conduit Pipes	BEC, AKG, NIC, Steel Craft -- ISI Marked
2.	GI Conduit Accessories	Confirming to BIS as per approved samples
3.	Copper Conductor FRLS, PVC insulated wires	National, Ecko, Finolex, Havells, Grandly, NICCO, Asian, Poly Cab
4.	Copper Conductor FRLSZH , PVC insulated wires	Polycab, Ducab Dubai, Cords Cables, KEI.
5.	FRLS Cables	Fort Gloster, NICCO, Finolex, Asian/RPG, KEI, Havells, Polycab, CCI, Universal
6.	FRLSZH , PVC Cables	Polycab, Ducab Dubai, Cords Cables, KEI, Rashi Cables.
7.	Switches & Socket outlets	Crabtree, Anchor, MDS, LK (Schneider)
8.	MCB, RCCB (ELCB)	L&T Hager, MDS, Siemens, GE, Merlin-Gerin, ABB,

		Schnieder
9.	Distribution Boards	L&T Hager, MDS, Siemens, ABB, INDO, ASIAN, Havells, GE, Schnieder
10.	Energy Meters with MDI/TOD (pre-paid)	L&T, Secure, Ducati.
11.	Luminaries	Philips / Schrader / Osram / Bajaj / Thorn / Crompton

Annexure-V(2)

FORMAT OF APPLICATION FOR TEMPORARY POWER SUPPLY

S/N	ITEM		DETAILS
1	Name of the Licensee	:	
2	Station	:	
3	Reference to allotment letter (Copy to be attached)	:	
4	Load Requirement (KW)	:	
5	Details of submission of Advance Consumption Deposited as per load	:	
6	Details of Cable installed along with earthing (Make and rating) Attach cable test report	:	
7	Details of MCCB/MCB installed (make and rating)	:	
8	Details of ELCB installed (make and rating)	:	
9	Details of MDI / TOD Energy meter installed (Make and rating) Attach Original Meter Test Report	:	
10	Please confirm whether lockable meter box with earthing has been provided and sealed by DMRC representative	:	
11	Attach Cable layout plan (submitted by license & signed by concerned E & M supervisor)	:	Attached / Not Attached
12	Attach Electrical Declaration as per Annexure IV-F 1/F2 on Rs.100/- Non-judicial Stamp paper	:	Attached /Not Attached

PROCEDURE

1. After ensuring laying of cable and meter box as per stipulations, Licensee shall apply to concerned PD / PB department in above form.

2. Electrical Department shall release temporary electric connection after verification.

3. Licensee to ensure that rules and specifications for electrical works, fire safety requirements have been understood by them and necessary approval wherever required has been taken / applied for.

Annexure-V(3)

FORMAT OF APPLICATION FOR PERMANENT POWER SUPPLY

S/N	ITEM		DETAILS
1	Name of the Licensee	:	
2	Station	:	
3	Reference to allotment letter (Copy to be attached)	:	
4	Load Requirement (KW)	:	
5	Details of submission of Advance Consumption Deposited as per load	:	
6	Details of Cable installed along with earthing (Make and rating) Attach cable test report	:	
7	Details of MCCB/MCB installed (make and rating)	:	
8	Details of ELCB installed (make and rating)	:	
9	Details of MDI / TOD Energy meter installed (Make and rating) Attach Original Meter Test Report	:	
10	Please confirm whether lockable meter box with earthing has been provided and sealed by DMRC representative	:	
11	Attach Cable layout plan (submitted by license & signed by concerned E & M supervisor)	:	Attached / Not Attached
12	Attach Electrical Declaration as per Annexure IV-F 1/F2 on Rs.100/- Non-judicial Stamp paper	:	Attached / Not Attached
13	Attach Electrical Installation Test Report {In stipulated format as per Annexure-IVG} signed from Electrical contractor holding valid license	:	Attached / Not Attached

PROCEDURE

1. After ensuring completion of all electrical works as per stipulations and completion of all safety requirements i.e. Fire safety, clearance by local fire service etc., Licensee shall apply to concerned PD / PB department in above form.

2. Electrical Department and Fire Department shall carry out inspection at site and if found complied, permanent electric connection shall be released.

Annexure-V-(4)(i)

DECLARATION

{For Elevated Stations, On non-judicial stamp paper of Rs. 100/-}

I_____, son/daughter/wife of _____ Resident of _____ (hereinafter referred to as the "Applicant", which term shall mean and include executors, administrators, heirs, successors and assigns), do hereby swear and declare as under:

OR

_____ , a company incorporated under the provision of the Companies Act 1956, a sole proprietorship, a partnership having its registered office at _____(hereinafter referred as "Applicant", which expression shall unless repugnant to the context or meaning thereof, include its successors and assigns), do hereby swear and declare as under:

That the Applicant is an occupant of the premises No._____ at _____ having taken the premises from DMRC on the terms and conditions agreed to with DMRC which include that DMRC may supply electricity as a part of the lease or license of the premises, based on the commercial arrangement.

The Applicant has requested the DMRC to provide an electricity connection at the above-mentioned premises in the Applicant's name for the purpose mentioned in the application form.

The Applicant hereby agrees and undertakes:

1. That the Applicant desires to have and agrees with DMRC to take supply of energy for the above mentioned purpose, for a period of not less than two years from the date of commencement of supply and to pay for the energy so supplied and all other charges at the rates set out in the concerned State Electricity Regulatory Commission's Tariff Schedule and the miscellaneous charges for supply as may be in force from time to time, including advance Consumption Deposit etc.
2. That the Applicant shall have no objection for the DISCOMs to carry out Inspections of the Applicants' Meters & Equipments & Any Observation made by such Agencies, Which are acceptable to DMRC, shall be binding on the Applicant for Attention/Compliance.
3. That DMRC shall be entitled to disconnect the supply of energy by issuing a disconnection notice in writing, to the Applicant, if the Applicant is in default of payment of the due charges.
4. That the applicant shall pay the full amount mentioned in the Monthly/Bi-monthly Consumption Bill as raised by DMRC before the last date mentioned in such Monthly./Bi-monthly Bill. Licensee shall provide Test Report/Calibration report in regard to Energy Meter installed. DMRC may ask Licensee to recalibrate the Energy Meter whenever considered necessary.
5. That all or any taxes/duties, as may be levied on the supply of electricity to the Applicant by DMRC, shall be paid and borne by the Applicant.
6. That the Applicant agrees that DMRC would accept an application from the Applicant for reduction in load only after two years from the original sanction. All applications for load enhancement by the Applicant would be dealt with by DMRC as a new connection and DMRC would follow the procedure as in the case of a new connection.
7. That DMRC shall have the right to recover the fixed charges due as per applicable tariff for the remaining contracted period in case the contract is terminated prior to the expiry of the contracted period.
8. That all the electrical work done within the Applicant's premises including wiring, power outlets and gadgets for power distribution & air conditioning system are used, operated and maintained properly for guarding against short circuits/fires and are as per the Indian Electricity Rule, 1956 and other applicable laws, statutory provisions and standards in force at the time, and indemnify DMRC against any loss accrued to the Applicant on this account. Further, the Applicant agrees that if there is any harm/loss to the property of DMRC or to any other third party due to fault in the electrical work, outlets or apparatus within the premises of the applicant, all the loss shall be borne by the Applicant.

9. That specification for all materials / works will follow the standards, codes and specifications as used by DMRC in the E&M works. If any item/ equipment/ work is not covered in standards, codes and specifications of DMRC, then the same will be procured / installed from reputed manufacturer/ make in line with relevant IS/IEC standard with prior approval of DMRC.
10. To pay DMRC all costs and expenses that DMRC may incur by reason of a fresh service connection being given to the Applicant.
11. To indemnify DMRC against all proceedings, claims, demands, costs, damages and expenses that DMRC may incur by reason of a fresh service connection given to the Applicant.
12. To be bound by DMRC's conditions of supply, and all applicable acts and rules.
13. That DMRC shall not be responsible for any interruption/diminution of supply.
14. **Others**

    14.1 Licensee will have to provide a Low voltage switch-board with MCBs& ELCB's of required capacity with Electronics Static Energy Meters having provision of MDI, TOD etc. of required capacity at 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.

    14.2 DMRC shall provide supply, if available, at one fixed point as per DMRC plan. All cabling work to tap off the supply from the fixed point and to avail it within his premises shall be done by the applicant in line with scope of work provided by DMRC. Approval to the layouts/schemes/details shall be taken from DMRC O&M wing.

    14.3 Only FRLS /FRLSZH cable of required size shall be used for tapping off supply from DMRC fixed supply to Licensee premises in rigid GI Conduit pipe in line with specifications of Electrical works provided to applicant by DMRC.

    14.4 Licensee will also do wiring within his shop/stall by using GI conduit or fire resistance PVC casing/caping. The Licensee shall use FRLS /FRLSZH copper wire of the required size in line with specifications of Electrical works provided to applicant by DMRC (the wiring scheme, the type of wiring, size of wires, various loads, plug point, light fan etc. shall be as per DMRC's approval).

    14.5 DMRC will provide Power Supply of single phase, 230V, 50Hz for a max. connected load up to 10kVA/5 KVA in line with specifications of Electrical works provided to applicant by DMRC. Electrical load requirement exceeding above will be given on 3-phase, 415V, 50Hz subject to availability.

    14.6 Licensee shall be given only normal power supply available in station premises. Licensee may use suitable voltage stabilizers and power factor correction equipment as per his requirement. DMRC shall not be providing any standby power supply from station DG set or UPS.

    14.7 Licensee shall not be permitted to use any standby Diesel Generator Sets. Licensee will only be the permitted to use standby UPS/Inverter system will also be taken as a part of total connected load.

    14.8 The Total Demand Load& Total Connected load shall be treated as same. Licensee will have to pay applicable demand charges as per the Total Connected Load Only.

    14.9 Licensee shall use Energy efficient lighting& shall provide proper Lighting fixtures, Lamps, Electronic Ballast etc. Licensee shall provide uniform & good illumination level not less than 100 Lux in any case.

    14.10 Licensee shall use Brand/make Electrical wiring and switch gear items in line with specifications of Electrical works provided to applicant by DMRC. The Electrical Contractor/agency at Licensee's cost shall carry the entire work. DMRC's representative may inspect and supervise the work.

    14.11 Licensee shall provide proper Earthing connection as per the applicable standards and shall terminate the same to the DMRC's Distribution Board or to any other place as directed by the DMRC. Installation Test Report issued by licensed electrical wiring contractor in the prescribed format (available with the application form) and countersigned by the applicant shall be submitted by the Licensee. Every shop/ property Development area must have enough Fire Extinguishers as stipulated.

14.12 Licensee will not be allowed to provide Room Heating appliance of any kind.

14.13. The power shall be supplied normally as per approved sanction load by DMRC. Minimum load to be given shall be 2 KVA on which the demand charges as applicable shall be paid by the Licensee. Additional power up to 10 kW on single phase and thereafter on three phase system if required by the Licensee will be supplied subject to availability at an additional cost and conditions to be stipulated by DMRC.

14.14. In case, Licensee draws power more than the connected load, his electricity connection shall be disconnected. The electricity connection will be provided back on first occasion only when Licensee pays necessary penalty as per State ERC norms and removes excess load. On the subsequent occasion, DMRC reserves the right to revoke the license and forfeit the interest free security deposit.

14.15 In case, the Licensee is found misusing Electricity or tampering with the Energy meter, a token penalty of **Rs. 1000/-** will be charged from him along with disconnection of power supply. Reconnection of power supply will be done only after charging Rs. 100/- as reconnection fee and clearance of all dues duly obtaining approval of Competent Authority of DMRC.

15. That the Applicant shall have no objection at any time to the rights of DMRC to supply energy to any other consumer from the service line or apparatus installed on the Applicant's premises.
16. That the supply shall be used for the purpose that it has been sanctioned by DMRC and shall not be misused in any way to serve any other purposes.
17. That the supply shall not be extended /sublet to any other premises.
18. That the Applicant's industry/trade has not been declared to be obnoxious, hazardous/pollutant by any Government agency and that no court orders are being infringed by grant of applied electricity connection at the Applicant's premises.
19. That DMRC shall be at liberty to adjust the electricity consumption charges along with any other charges against the consumption deposit paid by the Applicant, in the event of termination of the agreement prior to the expiry of the contracted period or in case of any contractual default.
20. That DMRC shall be at liberty to transfer the dues remaining unpaid by the Applicant, after adjusting the advance consumption deposit, to other service connections(s) that may stand in the Applicant's name.
21. To allow clear and unencumbered access to the meters for the purpose of meter reading, maintenance, inspection, checking, testing etc.
22. That DMRC shall be entitled to disconnect the service connection under reference in the event of any default and /or non-compliance of contractual and / or statutory requirements, and/or in consequence of legally binding order by statutory authority(ies)/court of Law, without prejudice to the DMRC's rights to exercise its rights under law including that of getting its due payments as on the date of connection. The Applicant undertakes to pay penalty imposed by DMRC on its own discretion for the damages caused to the leased property on account of any default or non-compliance of any statutory requirements.
23. That all details furnished in this Requisition form are true to the Applicant's knowledge. If any information is found incorrect at a later date, the company will have the right to withhold/disconnect supply, as the case may be, and forfeit the advance consumption deposit.
24. The applicant acknowledges and accepts that the relationship of the applicant with DMRC is not that of a consumer and a Licensee but that of a commercial arrangement where the applicant has taken on lease/license premises of DMRC and the Electricity connection is being provided as a part of the above arrangement.

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

Date:
Place:

Signature of Applicant
(Full name)

Signed and delivered in the presence of:

Witness 1	Witness 2
Signature_____	Signature_____
Full Name_____	Full Name_____

Complete Address _____ Complete Address_____
Phone No._____ Phone No._____

List of Documents to be submitted along with Declaration.

1. Installation Test Report issued by licensed electrical wiring contractor in the prescribed format (available with the application form) and countersigned by the applicant. {format Annexure-V(5)}

2. Proof of allotment of the space/area leased out by DMRC in the form of the following:

    a) Allotment/possession letters, Lease deed

    b) General Power of Attorney together with proof of ownership of the executor. {Applicable in case of company}

Annexure-V-(4)(ii)

DECLARATION

{ For Under Ground Stations, On non-judicial stamp paper of Rs. 100/-}

I_____, son/daughter/wife of _____ Resident of _____ (hereinafter referred to as the "Applicant", which term shall mean and include executors, administrators, heirs, successors and assigns), do hereby swear and declare as under:

OR

_____ , a company incorporated under the provision of the Companies Act 1956, a sole proprietorship, a partnership having its registered office at _____(hereinafter referred as "Applicant", which expression shall unless repugnant to the context or meaning thereof, include its successors and assigns), do hereby swear and declare as under:

That the Applicant is an occupant of the premises No._____ at _____ having taken the premises from DMRC on the terms and conditions agreed to with DMRC which include that DMRC may supply electricity as a part of the lease or license of the premises, based on the commercial arrangement.

The Applicant has requested the DMRC to provide an electricity connection at the above-mentioned premises in the Applicant's name for the purpose mentioned in the application form.

The Applicant hereby agrees and undertakes:

1. That the Applicant desires to have and agrees with DMRC to take supply of energy for the above mentioned purpose, for a period of not less than two years from the date of commencement of supply and to pay for the energy so supplied and all other charges at the rates set out in the concerned State Electricity Regulatory Commission's Tariff Schedule and the miscellaneous charges for supply as may be in force from time to time, including advance Consumption Deposit etc.
2. That the Applicant shall have no objection for the DISCOMs to carry out Inspections of the Applicants' Meters & Equipments & Any Observation made by such Agencies, Which are acceptable to DMRC, shall be binding on the Applicant for Attention/Compliance.
3. That DMRC shall be entitled to disconnect the supply of energy by issuing a disconnection notice in writing, to the Applicant, if the Applicant is in default of payment of the due charges.
4. That the applicant shall pay the full amount mentioned in the Monthly/Bi-monthly Consumption Bill as raised by DMRC before the last date mentioned in such Monthly./Bi-monthly Bill. Licensee shall provide Test Report/Calibration report in regard to Energy Meter installed. DMRC may ask Licensee to recalibrate the Energy Meter whenever considered necessary.
5. That all or any taxes/duties, as may be levied on the supply of electricity to the Applicant by DMRC, shall be paid and borne by the Applicant.
6. That the Applicant agrees that DMRC would accept an application from the Applicant for reduction in load only after two years from the original sanction. All applications for load enhancement by the Applicant would be dealt with by DMRC as a new connection and DMRC would follow the procedure as in the case of a new connection.
7. That DMRC shall have the right to recover the fixed charges due as per applicable tariff for the remaining contracted period in case the contract is terminated prior to the expiry of the contracted period.
8. That all the electrical work done within the Applicant's premises including wiring, power outlets and gadgets for power distribution & air conditioning system are used, operated and maintained properly for guarding against short circuits/fires and are as per the Indian Electricity Rule, 1956 and other applicable laws, statutory provisions and standards in force at the time, and indemnify DMRC against any loss accrued to the Applicant on this account. Further, the Applicant agrees that if there is any harm/loss to the property of DMRC or to any other third party due to fault in the

electrical work, outlets or apparatus within the premises of the applicant, all the loss shall be borne by the Applicant.

9. That specification for all materials/works will follow the standards, codes and specifications as used by DMRC in the E&M works. If any item/ equipment/ work is not covered in standards, codes and specifications of DMRC, then the same will be procured / installed from reputed manufacturer/ make in line with relevant IS/IEC standard with prior approval of DMRC
10. To pay DMRC all costs and expenses that DMRC may incur by reason of a fresh service connection being given to the Applicant.
11. To indemnify DMRC against all proceedings, claims, demands, costs, damages and expenses that DMRC may incur by reason of a fresh service connection given to the Applicant.
12. To be bound by DMRC's conditions of supply, and all applicable acts and rules.
13. That DMRC shall not be responsible for any interruption/diminution of supply.

14. **Others**

14.1 From the DMRC DB to main MCB / MCB of shops only XLPE insulated armored copper conductor LSZH cables shall be used. Licensee will have to provide a Low voltage switch-board with MCBs& ELCB's of required capacity with Electronics Static Energy Meters having provision of MDI, TOD etc. of required capacity at his cost conforming to relevant BIS standards and of approved make along with test certificate shall be arranged by the applicant. The meter shall be installed and sealed by DMRC, either within the premises of the applicant or at a common meter room/board. Applicant shall not tamper with or disturb the meter in any manner whatsoever, and shall be responsible for its safety.

14.2 DMRC shall provide supply, if available, at one fixed point as per DMRC plan. All cabling work to tap off the supply from the fixed point and to avail it within his premises shall be done by the applicant. Approval to the layouts/ schemes/ details shall be taken from DMRC O&M wing. The Licensee hereby voluntarily and unequivocally agrees not to seek any claim, damage, compensating or any other consideration what so ever on account of time and cost associated in making provision of electricity.

14.3 That the use of any PVC material is not permitted in the underground stations.

14.4 Licensee will also do wiring within his shop/stall/KIOSK by using GI conduit. The Licensee shall use FRZHLS copper wire of the required size (the wiring scheme, the type of wiring, size of wires, various loads, plug point, light, fan etc. shall be as per DMRC's approval).

14.5 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.

14.6 Licensee shall be given only normal power supply available in station premises. Licensee may use suitable voltage stabilizers and power factor correction equipment as per his requirement. DMRC shall not be providing any standby power supply from station DG set or UPS.

14.7 Licensee shall not be permitted to use any standby Diesel Generator Sets. Licensee will only be the permitted to use standby UPS/Inverter System with maintenance free battery. The Load of such standby UPS/Inverter system will also be taken as a part of total connected load.

14.8 The Total Demand Load & Total Connected load shall be treated as same. Licensee will have to pay applicable demand charges as per the Total Connected load only.

14.9 Licensee shall use Energy efficient lighting & shall provide proper Lighting fixtures, Lamps, Electronic Ballast etc. Licensee shall provide uniform & good illumination level not less than 100 Lux in any case.

14.10 Licensee shall provide proper Earthing connection as per the applicable standards and shall terminate the same to the DMRC's Distribution Board or to any other place as directed by the DMRC. Installation Test Report issued by licensed electrical wiring contractor in the prescribed format (available with the application form) and countersigned by the applicant shall be submitted by the Licensee.

14.11 Fire Extinguisher: Every shop/ property Development area must have enough Fire Extinguishers as stipulated.

14.12 Licensee will not be allowed to provide Room Heating appliance of any kind.

14.13 The power shall be supplied as per sanctioned load approved by DMRC. Minimum load to be given shall be 2 KVA on which the demand charges as applicable shall be paid by the

Licensee. Additional power up to 5 KVA on single phase and thereafter on three phase system if required by the Licensee will be supplied subject to availability at an additional cost and conditions to be stipulated by DMRC.

14.14 In case, Licensee draws power more than the connected load, his electricity connection shall be disconnected. The electricity connection will be provided back on first occasion only when Licensee pays necessary penalty as per State ERC norms and removes excess load. On the subsequent occasion, DMRC reserves the right to revoke the license and forfeit the interest free security deposit.

14.15 In case, the Licensee is found mis-using Electricity or tampering with the Energy meter, a token penalty of **Rs.1000**/- will be charged from him along with disconnection of power supply. Reconnection of power supply will be done only after charging Rs. 100/- as reconnection fee and clearance of all dues duly obtaining approval of Competent Authority of DMRC.

15. That the Applicant shall have no objection at any time to the rights of DMRC to supply energy to any other consumer from the service line or apparatus installed on the Applicant's premises.

16. That the supply shall be used for the purpose that it has been sanctioned by DMRC and shall not be misused in any way to serve any other purpose.

17. That the supply shall not be extended/ sublet to any other premises.

18. That the Applicant's industry/trade has not been declared to be obnoxious, hazardous/pollutant by any Government agency and that no court orders are being infringed by grant of applied electricity connection at the Applicant's premises.

19. That DMRC shall be at liberty to adjust the electricity consumption charges along with any other charges against the consumption deposit paid by the Applicant , in the event of termination of the agreement prior to the expiry of the contracted period or in case of any contractual default.

20. That DMRC shall be at liberty to transfer the dues remaining unpaid by the Applicant, after adjusting the advance consumption deposit, to other service connection(s) that may stand in the Applicant's name.

21. To allow clear and unencumbered access to the meters for the purpose of meter reading, maintenance, inspection, checking, testing, etc.

22. That DMRC shall be entitled to disconnect the service connection under reference in the event of any default and/or non-compliance of contractual and / or statutory requirements, and/or in consequence of 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.

23. That all details furnished in this Requisition form are true to the Applicant's knowledge. If any information is found incorrect at a later date, the company will have the right to withhold /disconnect supply, as the case may be, and forfeit the advance consumption deposit.

24. The applicant acknowledges and accepts that the relationship of the applicant with DMRC is not that of a consumer and a Licensee but that of a commercial arrangement where the applicant has taken on lease/license a premise of DMRC and the Electricity connection is being provided as a part of the above arrangement.

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

Date:
Place: Signature of Applicant
(Full name)

Signed and delivered in the presence of:

Witness 1	Witness 2
Signature_____	Signature_____
Full Name_____	Full Name_____
Complete Address _____	Complete Address_____

Phone No._____ Phone No._____

List of Documents to be submitted along with Declaration.

1. Installation Test Report issued by licensed electrical wiring contractor in the prescribed format (available with the application form) and countersigned by the applicant. {format Annexure-V(5)}

2. Proof of allotment of the space/area leased out by DMRC in the form of the following:

   a) Allotment/possession letters, Lease deed

   b) General Power of Attorney together with proof of ownership of the executor. {Applicable in case of company}

Annexure-V-(5)

ELECTRICAL INSTALLATION TEST REPORT

SN	Description	Details
1	Name & Address of the Licensee	
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.

I will be responsible on behalf of Licensee for non-compliance of any of the above. Copy of my valid electrical Contractor license is attached.

Seal & Signature of the Licensee

Seal & Signature of Electrical Contractor

(Holding Valid License)

Annexure-V(6)

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

TYPE & SPECIFICATAION: 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:-		
AREA		
Up to 10 sqm	**Above 10 sqm and below 50 sqm**	**Above 50 sqm and below 100 sqm**
One Fire Extinguisher of 2 KG capacity	One Fire extinguisher of 4 KG capacity	Two Fire extinguishers, one of 5 KG and another of 9 Liters Water Type

The existing shops up to an area of **250 sqm** are integrated design part of a Metro Station. In addition to other Fire Safety measures each shop is to be provided with Fire Extinguisher as per Table -1.

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

For bigger spaces, Licensee is required to plan & carry out all fire system works to meet the statutory requirement of DFS at their own cost and got it verified by DMRC.

ANNEXURE-VI

Handing Over Note

Date: _____

Site admeasuring _____x_____ = _____**sqm.** at _____**Metro Station** is handed over to Sh. _____of M/s _____ on_____ at _____ hrs. _____ in the presence of Reps. of PB, E & M & Works Department and Station Manager/MGRO.

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

_____ **Licensee**

_____ **PB Cell**

_____ **E & M**

_____ **Works**

_____ **SM**

ANNEXURE-VII

LIST OF ABBREVIATIONS USED IN THE TENDER DOCUMENT

1.	AoA:	Article of Association
2.	DD:	Demand Draft
3.	PO:	Pay Order
4.	DMRC:	Delhi Metro Rail Corporation Ltd.
5.	DVAT:	Delhi Value Added Tax
6.	Dy. GM/PB:	Deputy General Manager/Property Business
7.	EMD:	Earnest Money Deposit
8.	ID Card:	Identity Card
9.	KVA:	Kilo Volt Ampere
10.	KW:	Kilo Watt
11.	LF:	License Fee
12.	LOA:	Letter of Acceptance
13.	MoA:	Memorandum of Association
14.	MoU:	Memorandum of Understanding
15.	MRTS:	Mass Rapid Transport System
16.	NIT:	Notice Inviting Tender
17.	PO:	Pay Order
18.	PoA:	Power of Attorney
19.	SD:	Interest Free Security Deposit/ Performance Guarantee
20.	sqm:	Square meter
21.	ST:	Service Tax
22.	FOB:	Foot Over Bridge