

DELHI METRO RAIL CORPORATION LIMITED



**Request for Proposal for  
Commercial Advertisement Rights  
Through Dual Display Information System  
At Ticketing Counters at Selected Metro Stations  
Of Line-6 in DMRC Network  
(RFP: DDIS/05-16-M-0008)**

July- 2016

Delhi Metro Rail Corporation Ltd.  
Metro Bhawan, Fire Brigade Lane,  
Barakhamba Road, New Delhi-11 00 01  
India

Cost of RFP Document- Rs.21,000/- (Non-Refundable)

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## 1. Definitions

- 1.1. “Advertisements” or “Advertising” means display of any digital advertisement including pictures, electric / 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.
- 1.2. “Agreement” means the License Agreement to be executed between DMRC and the Selected Bidder.
- 1.3. “Applicable Laws” means all laws, brought into force and effect by Govt. of India, State Governments, local bodies and statutory agencies and rules / regulations / notifications issued by them from time to time. It also include judgments, decrees, injunctions, writs and orders of any court or judicial authority as may be in force and effected from time to time.
- 1.4. "Bid" means the documents in their entirety comprised in the Bid, including all clarifications, addenda and revisions issued by DMRC to the Bidders, the Bid submitted by the successful Bidder (Licensee) in response to the Tender Notice in accordance with the provisions thereof. The words "Bid" and "Tender" are used synonymously.
- 1.5. “Bidder” means any eligible party, who may be 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. who is submitting its Bid pursuant to Bid/RFP Document.
- 1.6. “Bid Security” means the refundable amount to be submitted by the Bidder along with RFP documents to DMRC.
- 1.7. “Commencement Date” means the date of commencement of License Agreement as defined in RFP document.
- 1.8. “License” means the Advertising Rights granted by DMRC to the Selected Bidder for advertisements under terms and conditions of the License Agreement.
- 1.9. “Licensee” means the Selected Bidder, who has executed the License Agreement with DMRC pursuant to the conclusion of the bidding process.
- 1.10. “License Fee” means the amount payable by the Licensee to DMRC for Advertisement Rights as per terms and conditions of the License Agreement along with other payable charges and any kind of Central or State Taxes, local levies, statutory dues, etc. as per prevalent law.
- 1.11. “License Period” means a period of 9 (nine) years starting from the Commencement Date as specified in RFP Document.
- 1.12. “DMRC” means Delhi Metro Rail Corporation Limited.
- 1.13. “Interest Free Security Deposit / Performance Security” means interest free amount to be deposited by the Licensee with DMRC as per terms and conditions of License Agreement as security against performance of License Agreement.

- 1.14. “Place available for advertisement” or “Advertising Space” means space available on Digital Screen at Ticketing Counters excluding Ticketing Vending Machine (TVM) of Delhi Metro Stations for advertisement as per terms of License Agreement.
- 1.15. “Selected Bidder” means the Bidder who has been selected by DMRC, pursuant to the bidding process for award of License.

## 2. Notice Inviting Tender (NIT)

- 2.1. Delhi, National Capital Region (NCR) which comprises of the Indian Capital New Delhi, along with its satellite towns is the most populous urban agglomeration in India. DMRC undertook the construction for MRTS and the first section of Phase-I was made operational on 25-12-2002. DMRC has since completed the construction of Phase-I & Phase-II network comprising of 160 stations and a network of around 213 km and has already put them under operation. Construction of DMRC Phase-III is in progress. As of today, DMRC network comprises of six operational lines with a ridership of around 2.8 million commuters per day.
- 2.2. DMRC invites Bids (through e-tendering process) from eligible Bidder(s), who may be a 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, for selection of Licensee for commercial advertisement rights through Digital Screen at ticketing counters of selected metro stations of Line-6 in DMRC network.
- 2.3. DMRC shall receive Bids (e-tender) pursuant to this Bid/RFP 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 this document. Bidders are advised to visit the DMRC premises at the stations / site and familiarise themselves with the proposed arrangements and all activities necessary in this regard.
- 2.4. Salient features of Bidding Process:
- a). DMRC has adopted single stage two-packet Bidding Process for selection of a suitable highest Bidder for granting License as per bidding schedule.
  - b). For participation in e-tendering process, the Bidder(s) has to be registered on DMRC's e-tendering portal <https://eproure.gov.in/eprocure/app>. On registration they will be provided with a User ID and a password enabling them to submit their Bids online using Digital System Certificate (DSC) and can witness various activities of the process. The authorized signatory of intending Bidder, as per Power of Attorney (POA), must have valid Class-II or Class-III digital signature. The Bid/RFP Document can only be downloaded or uploaded using Class-II or Class-III digital signature of the authorized signatory. If needed prospective Bidder can be imparted training on "online tendering process".
  - c). Schedule of Bidding Process:

1.	Cost of RFP Document (Non-Refundable)	Rs. 21,000/- (Rs.20,000/- + 5% DVAT)  Cost of RFP Document shall be acceptable in the form of Demand Draft / Banker's Cheque in favour of "Delhi Metro Rail Corporation Ltd." payable at New Delhi.
2.	Bid Security	Rs 2,25,000/- (Rupees Two Lakhs Twenty Five Thousands Only)

3.	Sale of RFP Document	From 28.07.2016 to 30.08.2016 (upto 1730 hrs) At e-tendering website <a href="https://eproure.gov.in/eprocure/app">https://eproure.gov.in/eprocure/app</a>
4.	Pre-Bid Conference	11.08.2016 at 1500 hrs. at Metro Bhawan
5.	Last Date of receiving queries by DMRC	11.08.2016
6.	DMRC's response to queries by	18.08.2016
7.	Last Date & Time of Submission (e-tender) of Bid online	30.08.2016 up to 1730 hrs
8.	Date & Time of Opening of Technical Bids online	31.08.2016 @ 1100 hrs
9.	Validity of Bid	Up to 180 days from the last date of submission of Bid.
10.	Authority and place for submission of RFP Document Cost and Bid Security	Office of- Dy. General Manager/ Property Business, 4 <sup>th</sup> Floor, B Wing, Metro Bhawan, Fire Bridge Lane, Barakhamba Road, New Delhi-110001.

- d). The cost of RFP Document and Bid Security shall be accepted in the form of Demand Draft/Pay Order/ Banker's Cheque in favour of "Delhi Metro Rail Corporation Ltd." payable at New Delhi & drawn on a scheduled commercial Bank. The cost of RFP Document and the Bid Security must be submitted, in original, on or before 1730 hrs of last date of sale of RFP Document 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 cost of RFP Document and the Bid Security in physical form on or before the prescribed date and time shall be declared as ineligible and the Bid submitted by them shall be summarily rejected. The Bid shall be valid for a period not less than 180 days from last date of submission of Bid.
- e). Bidders are expected to carry out extensive survey of DMRC premises and analysis at their own cost, before submitting their respective Bids for award of the License Agreement. DMRC shall provide necessary permission and assistance for the prospective Bidders in this regard.
- f). The Bid submissions must be made online after uploading the mandatory scanned documents towards Cost of RFP Document, Bid Security and other documents as stated in RFP Document.

- g). All the uploaded files in Bid submission should be named properly and arranged systematically. Special character/space is not permitted in file names(s) of uploaded files.
  - h). Bids received after Last Date & Time of Submission (e-tender) of Bid online shall not be accepted under any circumstances.
  - i). In case of a Bid by a JV/Consortium of firms, following shall be abide by its members:
    - i. For the purpose of evaluation of the Consortium, each member's contribution towards the turnover shall be considered in the same ratio of their equity participation in the Consortium.
    - ii. 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.
    - iii. Any change in percentage of 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 day notice.
    - 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 of the JV/Consortium having less than 26% participation shall be considered as non-substantial partner and shall not be considered for evaluation which means that their eligibility shall not be considered for evaluation of JV/Consortium.
    - vi. All members of such entity shall be jointly and severally liable for the performance of License Agreement.
  - j). The Bidders shall not have a conflict of interest that affects the Bidding Process. Any Bidder found to have conflict of interest shall be disqualified. A Bidder shall be deemed to have a conflict of interest affecting Bidding Process if a constituent of one Bidder is also a constituent of another Bidder.
- 2.5. The Bids submitted without cost of Bid/RFP Document by the Bidders shall be out rightly rejected. The Bids received after stipulated date and time of submission of RFP shall be rejected out rightly.
- 2.6. The Bidders are advised to keep in touch with e-tendering portal <https://eproure.gov.in/eprocure/app> for updates.

### 3. **Disclaimer**

- 3.1. This RFP Document is not an offer but is an invitation by DMRC to the Bidders for participation in the e-bidding/e-tendering process for selection of Licensee. This RFP Document is provided with information that may be useful to Bidders in making their financial offers (Bids) pursuant to this RFP Document. This RFP 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. This RFP Document may not be appropriate for all persons, and/or it is not possible for DMRC, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP Document. The assumptions, assessments, statements and information contained in the RFP Document may not be complete, accurate, adequate or correct. 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 RFP Document and obtain independent advice from appropriate sources.
- 3.2. Information provided in this RFP 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. Intimation of discrepancies in the RFP Document, if any, may be given, by the Bidders, to the office of the DMRC, immediately,. If DMRC receives no written communication, it shall be deemed that the Bidders are satisfied with the information provided in the RFP Document.
- 3.3. 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 RFP Document. DMRC, its employees and/or 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 RFP Document or otherwise arising in any way for participation in this Bid Stage.
- 3.4. The issue of this RFP 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 costs associated with or relating to the preparation and submission of their Bid. DMRC shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process. 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 RFP Document shall be considered only if it is submitted in writing.



#### 4. **Instructions for Online Bid Submission:**

- 4.1. The bidders are required to submit soft copies of their bids electronically on the Central Public Procurement (CPP) Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.
- 4.2. More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.
- 4.3. **REGISTRATION**
- a). Bidders are required to enrol on the e-Procurement module of the CPP Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “**Online bidder Enrolment**” on the CPP Portal which is free of charge.
  - b). As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
  - c). Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
  - d). Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
  - e). Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
  - f). Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.
- 4.4. **SEARCHING FOR TENDER DOCUMENTS:**
- a). There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
  - b). Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
  - c). The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.
- 4.5. **PREPARATION OF BIDS**

- a). Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- b). Bidders should go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- c). Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- d). To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

#### 4.6. **SUBMISSION OF BIDS**

- a). Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- b). The bidder has to digitally sign and upload the required bid documents one by one, as indicated in the tender document.
- c). Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- d). Bidder should prepare the EMD/bid security as per the instructions specified in the tender document. The original should be given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- e). Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- f). The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the

bidders, opening of bids etc. The bidders should follow this time during bid submission.

- g). All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the Secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers' public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- h). The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- i). Upon the successful and timely submission of bids (ie after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- j). The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

#### 4.7. **ASSISTANCE TO BIDDERS**

- a). Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- b). Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

## 5. Eligibility Criteria

- 5.1. The Bidder may be any entity i.e. 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 having average annual turnover from any similar/related business equal to Rs 47,15,000/- (Rs. Forty-Seven Lakhs Fifteen Thousand Only) i.e. Rs 1,41,45,000/- as the aggregate within last three financial years. The Bidder shall upload audited statement duly certified by Chartered Accountant including Profit & Loss account statement of last three financial years and information as per Annexure-9.
- 5.2. The bidders shall submit the audited annual reports/ Balance Sheets of last 3 years. (In the present case, it shall be for, F.Y. 2013-14, 2014-15 & 2015-16). In case of JV/consortium, the financial audited reports of each relevant member of the consortium for last 3 years as above shall be submitted. If audited report for the latest F.Y. (2015-16) is not yet available, then the bidder(s) is required to submit reports for F.Y. 2012-13, 2013-14 & 2014-15 along with an affidavit certifying that the balance sheet for F.Y. 2015-16 has not been audited so far.

## 6. Terms & Conditions

- 6.1. The information provided in this section is related to general matters only in a concise manner. For more details and better understanding, prospective Bidder(s) are requested to peruse Draft License Agreement (placed at Annexure-11) thoroughly.
- 6.2. Scope-
- a). This Agreement will provide rights to the Licensee for procurement, supply, installation, operation & maintenance and Advertisement Rights of Digital Screen at Ticketing Counters of specified Metro Stations only, as specified at Annexure-1 subject to the terms and conditions specified in the Draft License Agreement.
  - b). The Licensee will bear the entire cost of the Digital Screens which includes cost of Procurement, Designing, Development, Fabrication, Assembly, Installation, Operation, Maintenance, laying cable, electrical, other appliances required for Digital Screen, Networking & Communication, required Software (for DMRC also) and all type of Hardware required, replacement of parts and repairs etc during the tenure of Agreement.
  - c). Licensee shall install Digital Screen at all the ticketing counters listed at Annexure-1. Any increase or decrease in number of screen at a station shall be at the sole discretion of DMRC.
  - d). Route / Section Available for Advertisement Rights through Digital Screens at Metro Stations: Metro Stations of Line-6 (Violet Line), as listed at Annexure-1, of DMRC Network are proposed to be given for Advertisement Rights through Digital Screens at ticketing counters. The already operational stations of Line-6, as listed at Table-A of Annexure-1 shall be handed over immediately after issue of Letter of Acceptance (LOA). There are also stations which are under construction in scope of this Agreement. DMRC shall hand over these stations, as listed at Table-B of Annexure-1 to Licensee for Advertisement Rights after start of revenue operations. The tentative Revenue Operation Date (ROD) of these stations is also indicated which is likely to vary depending on the work on those sections.
  - e). DMRC reserves its right to withdraw any station listed at Annexure-1. However, DMRC shall exercise the option of withdrawal of ticketing counter(s) at any station(s)/ticket counters sparingly and after due consultation with the Licensee. The Licensee hereby voluntarily and unequivocally agrees not to seek any claim, damages, compensation or any other consideration, whatsoever on this account. The Licensee shall vacate the premises of such station(s) within a period of 30 days from such intimation.
  - f). Additional station(s) of Line-6, if any, other than those listed at Annexure-1 may also be handed over by DMRC to the licensee for Digital Screen advertisement rights and DMRC's decision in this regard shall be final and binding. The tenure of the license period of such station(s) shall be co-terminus with this license agreement.
  - g). At present, DMRC is not liable to share its revenue generated from advertisements inside DMRC Metro stations with local bodies including MCD, etc. However, if DMRC becomes liable to share revenue with local bodies from advertisements Inside 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.

- h). Licensee shall 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.
- i). Licensee shall comply with all statutory requirements in connection with License Agreement.
- j). Licensee shall ensure regular and timely payments of all amounts due to DMRC and discharge all obligations as per License Agreement.
- k). Licensee shall ensure payment of all statutory taxes, local levies, statutory dues, etc as and when due.

6.3. **Handing over of locations:** Tentative Schedule of handing over of the Stations is given in the Annexure-1 of RFP Document. DMRC will hand over the stations in accordance with this schedule. Metro Stations already in revenue operations shall be handed over for installation of Digital Screen within 10 days from the date of receipt of full payment as stipulated in Letter of Acceptance. The stations under constructions shall be handed over after putting them into revenue operations. The License Agreement shall be executed within 60 days of handover of first lot of stations.

6.4. **Digital Screen:**

- a). Frontend display of the DDIS should be of minimum 32” to 38” maximum (diagonal) LED monitor of reputed brand. Resolution of screens should be HD Ready (720p).
- b). LED screen display used should be IPS or VA or equivalent panel type and should be High Definition Ready. The viewing angle should be 150 degree or above.
- c). System will have an auto start feature in case of any intermittent power failure.
- d). Every installed unit should be monitored centrally through a unified dashboard. Dashboard should monitor uptime and system reliability. Dashboard should have access permission enabled for DMRC on request. The Dashboard should be built using w3c web standards available over secure channel.

6.5. **Advertisement Rights:**

- a). The screen of the LED monitor will be divided into two portions in the ratio of 70:30 and screens should be placed vertically.
- b). The Upper 70% portion of the screen will be utilized for display of muted VIDEO CONTENT on 40:60 times sharing between DMRC and Licensee. The DMRC information and the commercial advertisements by Licensee will be shown on 40:60 time slot sharing basis. Audio advertisement is strictly prohibited.
- c). The Bottom 30% portion of the screen shall necessarily display DMRC information as provided from time to time. These details should be in harmonious manner, in pleasing colour scheme and appropriate font size in English and Hindi language so that can be easily visible & legible. If feasible, this can also be utilised for displaying dynamic transaction details of the ticketing counters. Licensee shall bear the cost of integration, capturing transaction detail from ticketing machine, required software, etc.

- d). The system should be capable of displaying the same video content on digital screen at a particular stations, some selected stations or all stations under scope of this license agreement.
- e). DMRC information will be provided by DMRC and integration has to be done by the Licensee so as to display live messages or security warnings to commuters.
- f). The advertising rights through Digital Screens 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/sub-leasing/sub-licensing 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 their own cost in the Digital Screens which lie vacant and not commercialized.
- g). The Licensee shall take into account the aspects mentioned at Annexure-11.2 while selecting advertisements on the Digital Screens 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 –11.2.

6.6. **Fitment Period:** Licensee shall be provided 75 days fitment period. Fitment period shall commence from date of handing of the location. The Licensee shall complete its fitment in all respects within the specified fitment period. In case of handing over of additional station, fitment period of 75 days will be provided. However, in case of increase in ticketing counter at already handed over station, no fitment period will be applicable.

6.7. **Commencement of License Fee:** The License Fee shall commence immediately after the expiry of fitment period.

6.8. **License Fee:** For the licensed rights, Licensee shall pay to DMRC, License Fee per Digital Screen/month and other charges as per the License Agreement. The License Fee shall be escalated & increased by 20% on compounding basis after completion of every three year of License Period. The License Fees shall be payable in advance on quarterly basis to DMRC, by the last date of previous running quarter. The Licensee shall pay to DMRC, quarterly in advance, all payments requested as per details and rates indicated in the table below:

S/N	Item	Rate
1.	License Fee	Rs. XXXXXXXX per Digital Screen/Month plus service tax as applicable @ 15% at present (Accepted rates of Selected Bidder). [The License Fee shall be increased by 20% on compounding basis after completion of every three year of License Period.]
2.	Refundable Electrical Consumption Deposit (interest free)	Rs.1,500/KVA
3.	Energy consumption charges (Energy consumption as per installed Energy Meter)	Rate of electricity for temporary or permanent electrical connection shall be charged as per concerned DISCOM prevalent tariff orders issued by DERC. Provision shall also be made for TOD energy meter as per latest DERC guidelines.
4.	License Fee for Additional floor space required by the licensee to	Rs1,000/- or 50% of License Fee per Digital Screen, whichever is higher, per sqm/month plus service tax as

install support equipment, viz, server(s), kiosk, etc.	applicable @ 15% at present (increased by 20% on compounding basis after completion of every three year of License Period).This area shall be provided based on availability and feasibility and shall not be commercially exploited otherwise.
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- 6.9. **Bid Variable:** The bidder shall quote the rate of license fee per Digital Screen/Month for Advertisement Rights through Digital Screens at Ticketing Counters in the bid form/BOQ. If there is a discrepancy between words and figures, the amount in words shall prevail.
- 6.10. **Tenure of License Agreement:** The License shall be for a period of 9 (nine) years, subject to lock-in-period of 02 (two) years, from the date of handing over of first lot of stations subsequent to issue and payments of LOA. License period of the stations handed over subsequently shall be co-terminus with above period irrespective of date of actual handing over.
- 6.11. **Interest Free Security Deposit/Performance Security:** Selected Bidder shall submit Interest Free Security Deposit / Performance Security to DMRC equivalent to Six Months License Fee of Digital Screens at all Ticketing Counters detailed at Annexure-1. In case of subsequent handing over of additional stations to the Licensee, Interest Free Security Deposit/ Performance Security shall be updated as per updated Digital Screens.
- a). Interest Free Security Deposit/ Performance Security upto Rs 10,00,000/- shall be accepted in the form of DD/PO only. Minimum 25% of Interest Free Security Deposit/ Performance Security, subject to minimum of Rs 10,00,000/-, shall be accepted in the form of Demand Draft/Pay Order favouring DMRC Ltd and remaining or 75% Interest Free Security Deposit in the form of Bank Guarantee (BG)/Fixed Deposit Receipt (FDR) favouring DMRC Ltd.
  - b). The Interest Free Security Deposit/ Performance Security shall be acceptable in following forms, subject to above conditions:
    - i). Demand/Bank Draft/PO in favour of “DMRC Limited”, payable at New Delhi from a Scheduled Commercial Bank based in India, or
    - ii). Fixed Deposit Receipt of a Scheduled Commercial Bank issued & payable at branch in New Delhi based in India duly pledged in favour of DMRC only styled as DMRC Ltd. A/c (Licensee), or
    - iii). Irrevocable Bank Guarantee in the prescribed format (Annexure-11.3) issued by the State Bank of India or any other Nationalized Bank or other Scheduled Commercial Banks, acceptable to DMRC, with branches located in Delhi. The Bank Guarantee shall be valid at least for three years and shall be renewed before expiry of earlier Bank Guarantee, failing which the previous Bank Guarantee shall be invoked and encashed by DMRC without any prior intimation to the licensee. For last year of License Period, the Licensee shall submit the Bank Guarantee valid for remaining License Period plus six months and shall renew it, if required, till the final settlement of all accounts failing which the Bank Guarantee of the Licensee shall be invoked & encashed by DMRC without any prior notice.
  - c). In case of joint venture/Consortium, the Interest Free Security Deposit/Performance Security shall be submitted in the name of the JV/Consortium. However, splitting of



the Interest Free Security Deposit/Performance Security (while ensuring the Interest Free Security Deposit/Performance Security is in the name of JV/Consortium) and its submission by different members of the JV / Consortium for an amount proportionate to their percentage stake in joint venture/Consortium is acceptable.

- 6.12. The property tax applicable, if any, on the property of DMRC shall be borne by DMRC.
- 6.13. All other statutory taxes, service tax, statutory dues, local levies, as applicable (except those mentioned above) shall be charged extra and shall have to be remitted along with the License Fees for onward remittance to the Government. The Licensee shall indemnify DMRC from any claims that may arise from the statutory authorities in connection with this License.
- 6.14. Payment of stamp duty on execution of License Agreement, registration of License Agreement, incidental charges or any other document to be executed in pursuance of this Bid shall be borne by Licensee.

## 7. Submission of Bids by Bidders

- 7.1. No Bidder shall submit more than one Bid for this RFP Document.
- 7.2. The RFP Document is to be taken as mutually explanatory and, unless otherwise expressly provided elsewhere in this RFP Document, in the event of any conflict between them, the priority shall be in the following order:
  - a). License Agreement
  - b). RFP Document;i.e. the License Agreement above shall prevail over RFP Document.
- 7.3. For participation in e-tendering process, the Bidder(s) has to be registered on DMRC's e-tendering portal <https://eproure.gov.in/eprocure/app>. On 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-II or class-III digital signature. The RFP Document can only be downloaded or uploaded using Class-II or Class-III digital signature of the authorized signatory. If needed prospective Bidder can be imparted training on "online tendering process".
- 7.4. The Bid should be furnished in the format at **Annexure 2 to 10**, clearly providing the details for fulfilling Eligibility Criteria. The RFP Documents shall be signed by the Bidder's Authorised Signatory.
- 7.5. Cost of RFP Document/RFP-Bidders is required to deposition-refundable cost of RFP Document (as specified in Notice Inviting Bid/Tender) along with their Bid. The cost of RFP Document shall be acceptable in the form of Demand Draft/Pay Order in favour of "DMRC Ltd" payable at "Delhi". The cost of RFP Document 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". The Bids of the Bidders who fail to submit the cost of RFP Document in physical form on or before the prescribed date and time shall be summarily rejected.
- 7.6. Bid Security:-
  - a). Bidders are required to deposit refundable Bid Security of Rs 2,25,000/- (as specified in Notice Inviting Bid/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".
  - b). 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 Bid Security in physical form on or before the prescribed date and time shall be declared as ineligible and the Bid submitted by them shall be summarily rejected. The Bid shall be valid for a period not less than 180 days from bid due date.
  - c). The Bid Security of unsuccessful Bidders shall be refunded after award of License, without considering any interest thereof. The Bid Security of the Selected Bidder shall be adjusted against the Interest Free Security Deposit/Performance Security.

- d). If the Selected Bidder withdraws/ alters their Bid at any stage, his Bid Security shall be forfeited by DMRC.
- 7.7. 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 RFP 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 RFP 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.
- 7.8. **Technical Bid:** The Bidder shall upload scanned copies of, subject to minimum of following documents in Technical Bid. In case any or all of the provisions mentioned above are not applicable, Bidder should give a declaration to that effect. Non submission will not be considered as exemption.
- a). Cost of RFP Document and Bid Security Amount along with details of bid section(s)/schedule(s)/station(s).
- b). Documents as per Eligibility Criterion: Copies of (duly audited and certified by a chartered Accountant) Profit and Loss Account, Balance Sheet, Annual Report, Annexure-9, etc.,
- c). Annexure-2 and Annexure-3: On official letter head of company duly signed and stamped on each page by authorized representative as unconditional acceptance of terms and conditions given thereof.
- d). Annexure-4, Annexure-5 and Annexure-10.
- e). In case of JV/Consortium, Annexure-6, Annexure-7 and Annexure-8.
- f). Self-attested copies of the PAN Card and Service Tax Registration Certificate (of lead member in case of JV/Consortium).
- g). 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.
- 7.9. **Financial Bid:** The Bidder shall quote the Bid Variable as rate of "License Fee per Digital Screen/Month in the Financial Bid Form / Bill of Quantity (BOQ) format available on <https://eprocure.gov.in/eprocure/app>. Please read carefully "Evaluation of Bids" section of this RFP Document before quoting Bid Variable.
- 7.10. The documents including this RFP Document and all attached documents, provided by DMRC shall remain or becomes the property of DMRC and are transmitted to the Bidders solely for the purpose of preparation and the submission of their 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.

- 7.11. **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.
- 7.12. **Site visit and verification of information:** Bidders are encouraged to submit their respective Bids after visiting DMRC premises and ascertaining themselves with the site conditions, traffic, location, surroundings, climate, availability of power, water and other utilities for provision of placement of equipment, access to station / site, handling and storage of materials, weather data, applicable laws and regulations and any other matter considered relevant by them.
- 7.13. **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.
- 7.14. It shall be deemed that by submitting a Bid, the Bidder has:
- a). made a complete and careful examination of the bidding documents;
  - b). received all relevant information from DMRC;
  - c). accepted the risk of inadequacy, error or mistake in the information provided in the bidding documents or furnished by or on behalf of DMRC relating to any of the matters referred to in RFP document;
  - d). 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;
  - e). acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the bidding documents or ignorance of any of the matters hereinabove shall not be a basis for any claim for compensation, damages, claim for performance of its obligations, loss/ profits, etc. from DMRC, or a ground for termination of the License Agreement by the Licensee;
  - f). acknowledged that they does not have a Conflict of Interest; and
  - g). agreed to be bound by the undertakings provided by them under and in terms hereof.
- 7.15. 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 RFP or the Bidding Process, including any error or mistake therein or in any information or data given by DMRC.
- 7.16. **Verification and Disqualification:** DMRC reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP or the Bidding Documents and the Bidder shall, when so required by DMRC, make available all such information, evidence and documents as may be necessary for such verification. Any such

verification or lack of such verification, by DMRC shall not relieve the Bidder of its obligations or liabilities hereunder nor shall it affect any rights of DMRC thereunder.

**7.17. Amendment of RFP Document/RFP-**

- a). At any time prior to the Bid Due Date, DMRC may, for any reason, modify the RFP Document by the issuance of Addenda / Corrigenda.
- b). Any Addendum / Corrigendum issued hereunder shall be uploaded on e-tendering web portal .i.e. <https://eproure.gov.in/eprocure/app>
- c). In order to afford 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.
- d). The Bidders are requested to get in touch with e-tendering web portal i.e.<https://eproure.gov.in/eprocure/app> for all updates on the RFP 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

**7.18. Preparation and Submission of Bids**

- a). **Format and Signing of Bid:** The Bidder shall provide all the information sought under this RFP Document as per the format.
- b). 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.
- c). The Bidder shall have to submit their Bids (Technical Bid & Financial Bid) in electronic format only with digital signatures and after uploading the mandatory scanned documents towards cost of RFP Document and towards Bid Security and other documents as required in the RFP Document. The cost of RFP Document& Bid Security must be submitted with DMRC in form of Demand Draft or Pay Order as per stipulated date & time in Notice Inviting Tender.
- d). The Bidder has to produce the original documents as and when required by DMRC. The failure of the Bidder to furnish the said original documents will entail summarily rejection of its Bid.
- e). Before submission of online Bids, Bidders must ensure that scanned copies of all the necessary documents have been uploaded with the Bid.
- f). The Bidders should carefully note the following instructions:
  - i). The Bidders should ensure that the complete RFP Document has been downloaded.
  - ii). The printout of Bid/RFP Documents should be taken on an 'A4' size good quality paper. The printout should be same as available on website. The print should be legible and indelible.
  - iii). In case of any correction/addition/alteration/omission in the Bid/RFP Documents made available by DMRC, observed at any stage, the Bid shall be treated as non-responsive and shall be rejected out-rightly.

- 7.19. **Bid Submission Date:** The Bids shall be received electronically only through e-tendering web portal i.e.<https://eproure.gov.in/eprocure/app>. No Bids will be accepted in physical form and in case it has been submitted in physical form it shall be rejected summarily. Bids should be submitted before due date provided in the manner and form as detailed in this Bid/RFP document. DMRC will not be responsible for any delay in online submission of the Bids due to any reason whatsoever. Any bid application received after due date and time as prescribed in Bid/RFP document shall be summarily rejected.
- 7.20. Notwithstanding anything contained in this RFP 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.
- 7.21. **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.

## 8. Evaluation of Bids

- 8.1. Bid Opening:
- a) The Technical Package of all Bidders who have submitted a valid Bid Security and cost of Bid/RFP Document shall be opened on stipulated date and time at e-tendering web portal <https://eproure.gov.in/eprocure/app>. Bidders may visit web-site <https://eproure.gov.in/eprocure/app> to know latest Technical Opening information after completion of opening process. If such nominated date for opening of Bid is subsequently declared as a Public Holiday by the DMRC, the next official working day shall be deemed as the date of opening of Technical Bid. The Bid of any Bidder who has not complied with one or more of the foregoing instructions may not be considered.
  - b) On opening of the Bid, DMRC will first check the cost of Bid/RFP Document and Bid Security through online mode by cross verifying with the hard copy submitted.
  - c) If the documents do not meet the requirements of the DMRC, a note will be recorded accordingly by the Bid Opening Authority.
  - d) The digitally signed Financial Bid which Bidders have uploaded online will be opened on a subsequent date after evaluation of technical packages. Financial Bid of only those Bidders whose submissions are found substantially responsive and eligibly compliant to the RFP conditions will be opened. The time of opening of Financial Bid shall be informed through website only. Bidders can visit to website <https://eproure.gov.in/eprocure/app> for further information.
- 8.2. To facilitate evaluation of Bids, DMRC may, at its sole discretion, seek clarifications in writing from any Bidder regarding their Bid.
- 8.3. Selection of Bidder who qualifies the Eligibility Criteria: Bidder has to quote Licensee Fee per Digital Screen/month. The License Fee per Digital Screen/month shall be uniform for all the Digital Screens. The technically eligible Bidder, who quotes the highest rate of License Fee per Digital Screen/month, shall be treated as the highest bidder (H1). The Bid of only technically eligible highest Bidder (H1) shall be considered for further evaluation of Bid by DMRC.
- 8.4. After selection, Letter of Acceptance (the “LOA”) shall be issued, in duplicate, by DMRC to the Selected Bidder(s) and the Selected Bidder shall, within 15 (fifteen) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in token of acceptance and acknowledgement of LOA. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, DMRC may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as Damages on account of failure of the Selected Bidder to unconditionally accept the terms of LOA.
- 8.5. Selected Bidder shall be required to submit required Interest Free Security Deposit/ Performance Security for Digital Screens (as per Annexure-1) within thirty days (30) of issue of LOA without consideration of any interest and up to 45 days with 2% flat interest on balance unpaid amount remaining after 30 days. If the Selected Bidder fails to submit Interest Free Security Deposit/Performance Security within 30 days of the issue of LOA, unless extended by DMRC at its sole discretion or deposit the required dues as mentioned in LOA along with interest (if any) maximum within 45 days of date of issue of LOA, the LOA shall stand cancelled and amount of Bid Security shall be forfeited by DMRC. The

Selected Bidder voluntarily and unequivocally agrees not to seek any claim, compensation, damages or any other consideration, whatsoever on this account.

S/N	Stages of Activity	Time Period
1	Submission of Interest Free Security Deposit / Performance Security to DMRC by the Selected Bidder	Within 30 days of issue of Letter of Acceptance
2	Stations to be handed over to Selected Bidder	Within 10 days of payments in accordance with LOA.
3	Duration of License Period	9 (nine) years from date of handing over of first lot of stations, subject to Lock-in period of 2 years.
4	Signing of License Agreement	Within 30 days of handing over of locations
5	Commencement of License Fee	Fitment period (75 days) shall commence from date of handing over. The License Fee shall commence immediately after the expiry of fitment period.
6	Payment of FIRST QUARTERLY Advance License Fee to DMRC by Licensee.	Before expiry of fitment period of 75 days.



9. **Miscellaneous**

- 9.1. The Bidding Process shall be governed by, and construed in accordance with, the laws of India. 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.
- 9.2. During License Period, all disputes between the Selected Bidder and DMRC shall be settled as per the Dispute Resolution procedure elaborated in the Draft License Agreement (**Annexure-11**) after signing the License Agreement.
- 9.3. DMRC, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
  - a). suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
  - b). consult with any Bidder in order to receive clarification or further information;
  - c). retain any information and/ or evidence submitted to DMRC by, on behalf of, and/ or in relation to any Bidder; and/ or
  - d). Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- 9.4. 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.

**Details of Stations and Ticketing Counters**

**Table-A**

Sr.	Station	Ticket Office Machine (TOM)	Customer Care Centre (CCC)	Total Ticketing Counters	Tentative Revenue Operation Date (ROD)& Date of Handing Over
1	Mandi House - 6	4	2	6	Stations are already operational and shall be handed over within ten days of LOA payments
2	Janpath	4	2	6	
3	Central Secretariat L-6	4	1	5	
4	Khan Market	4	2	6	
5	JLN Stadium	7	2	9	
6	Jangpura	3	2	5	
7	Lajpat Nagar	3	2	5	
8	Moolchand	2	1	3	
9	Kailash Colony	1	2	3	
10	Nehru Place	4	2	6	
11	KalkajiMandir	4	2	6	
12	Govindpuri	4	2	6	
13	Okhla	2	2	4	
14	Jasola Apollo	3	2	5	
15	SaritaVihar	4	2	6	
16	Mohan Estate	3	2	5	
17	Tughlakabad	3	2	5	
18	Badarpur	11	2	13	
19	Sarai	2	2	4	
20	NHPC Chowk	2	2	4	
21	MewalaMaharajpur	3	2	5	
22	Sector-28	2	2	4	
23	BadkalMor	2	2	4	
24	Old Faridabad	2	2	4	
25	Neelam Chowk Ajrona	3	2	5	
26	Bata Chowk	3	2	5	
27	Escorts Mujesar	7	2	9	
	<b>Total</b>	<b>96</b>	<b>52</b>	<b>148</b>	

**Table-B**

Sr.	Station	Ticket Office Machine (TOM)*	Customer Care Centre (CCC)*	Total Ticketing Counters*	Tentative Revenue Operation Date (ROD) & Date of Handing Over
28	Kashmere Gate L-6	2	2	4	ROD=15-08-2016 and stations shall be handed over within 10 days of ROD
29	Lal Quilla	2	2	4	
30	Jama Masjid	2	2	4	
31	Delhi Gate	2	2	4	
32	NCB	2	2	4	ROD=.....2016 and stations shall be handed over within 10 days of ROD
33	Ballabgarh	2	2	4	
	<b>Total</b>	<b>12</b>	<b>12</b>	<b>24</b>	

The above details of ticketing counters are tentative. The actual handed over screens shall be taken into consideration.

**Letter comprising the Bid**  
(On Official letterhead of the Bidder)

No:

Dated:

To,  
GM (Property Business),  
2<sup>nd</sup>Floor,A Wing, Metro Bhawan,  
Fire Bridge Lane, Barakhamba Road,  
New Delhi-110001.

Sub: Bid for licensing of Advertisement Rights of Digital Screens at ticketing counters of selected metro stations in Line-6.

Dear Sir,

With reference to your RFP Document Number -----, I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for Licensing space in DMRC network for Licensing space on pillars for telecom solutions for Providing Shared Mobile (Cellular) Coverage (2G/3G/4G) at Airport Metro Express Line. . The Bid is unconditional and unqualified.

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

- engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
5. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the above subject, without incurring any liability to the Bidders, in accordance with provisions of the RFP/RFP Document.
  6. I/ We acknowledge and undertake that I/We fulfil the Eligibility Criteria. I/We have enclosed necessary documents in support of the Eligibility Criteria in the manner prescribed in RFP/RFP Document.
  7. I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by DMRC in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned subject License and the terms and implementation thereof.
  8. In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into a License Agreement in accordance with the draft that has been provided to me/ us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
  9. I/ We have studied all the Bidding Documents carefully and also surveyed the DMRC stations. We understand that except to the extent as expressly set-forth in the License Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by DMRC or in respect of any matter arising out of or relating to the Bidding Process including the award of License.
  10. I/ We offer Bid Security to DMRC in accordance with the RFP/RFP Document. The documents accompanying the Bid, as specified in RFP, have been submitted in a separate envelope.
  11. I/ We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/we shall have any claim or right of whatsoever nature if the license as mentioned in above subject is not awarded to me/us or our Bid is not opened or rejected.
  12. The Financial Offer has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, Draft License Agreement (Annexure-11), addenda /corrigenda, our own estimates of costs and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of the project.
  13. I/ We agree and undertake to abide by all the terms and conditions of the Bid document.
  14. I/We agree and undertake to be jointly and severally liable for all the obligations of the Licensee under the License Agreement for the License Period in accordance with the Agreement.
  15. I/ We shall keep this offer valid for 180 (one hundred and eighty) days from the Bid Due Date specified in the RFP.
  16. I/ We hereby submit RFP Documents i.e. RFP documents and Draft License Agreement duly signed on each page as token of unconditional acceptance of all terms and conditions set out herewith. .
  17. I / We declare that the submitted RFP Documents are same as available on e-tender web portal i.e. <https://eproure.gov.in/eprocure/app>. I / We have not made any modification / corrections / additions etc. in the RFP Documents. I / We have checked that no page is

missing and all pages are legible and indelible. I / We have properly bound the RFP Documents. In case at any stage, it is found that there is any difference in the downloaded RFP Documents from the original RFP Documents available at DMRC's website, DMRC shall have the absolute right to reject my/ our bid or terminate the License Agreement after issue of Letter of Acceptance, without any prejudice to take any other action as specified for material breach of conditions of Bid/ License Agreement.

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

Yours

Date: (Signature, name and designation of the Authorised signatory)

Place: Name and seal of Bidder

**Tender Acceptance Letter**

**(To be given on Company Letter Head)**

**Date:**

To,  
GM (Property Business),  
2<sup>nd</sup> Floor, A Wing, Metro Bhawan,  
Fire Bridge Lane, Barakhamba Road,  
New Delhi-110001.

**Sub: Acceptance of Terms & Conditions of Tender.**

Tender Reference No: \_\_\_\_\_

Name of Tender /RFP: \_\_\_\_\_

Dear Sir,

- 1) I / We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely: \_\_\_\_\_ as per your advertisement, given in the above mentioned website(s).
- 2) I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. \_\_\_\_\_ to \_\_\_\_\_ (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
- 3) The corrigendum(s) or addendum(s) issued from time to time by your department/ organisation too have also been taken into consideration, while submitting this acceptance letter.
- 4) I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.
- 5) I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.
- 6) I / We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organisation shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

**Details of the Bidder**

1. (a) Name :
- (b) Country of incorporation :
- (c) Address of the corporate headquarters :
- (d) Address of registered office in India :  
(in case of foreign Companies)
  
2. Details of individual(s) who shall serve as the point of contact/ communication for DMRC within the Company:
  - (a) Name :
  - (b) Designation :
  - (c) Company :
  - (d) Address :
  - (e) Telephone Number :
  - (f) Fax Number :
  - (g) E-Mail Address :
  
3. In case of JV/ Consortium:
  - a. The information above (1 & 2) shall be provided for all the members of the JV.
  - b. Information regarding role of each member :

Sl. No.	Name of Member	Percentage stake in the JV/ Consortium	Role*
1			
2			
3			

Signed.....

(Name of the Authorised Signatory)

For and on behalf of

(Name of the Bidder)

Designation

Place:

Date:



### Power of Attorney of Bidder

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

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

For

\_\_\_\_\_

Accepted

\_\_\_\_\_ (signature)

(Name, Title and Address) of the Attorney

Note: -

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

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

Consortium Agreement/Memorandum of Understanding

[On non-judicial stamp paper of appropriate value to be purchased in the name of the executants]

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

BETWEEN

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

AND

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

AND

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

Whereas Delhi Metro Rail Corporation Limited (hereinafter referred to as 'DMRC') has invited  
Bids for the Licensing of \_\_\_\_\_  
("Project") in terms of the RFP Documents issued for the said purpose and the eligibility  
conditions required that the Bidders bidding for the same should meet the conditions stipulated  
by DMRC for participating in the bid by the Consortium for which the Bid has been floated by  
DMRC.

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

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

AND WHEREAS it is necessary for the members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's bid for the Project and its execution.

NOW THIS CONSORTIUM AGREEMENT/MEMORANDUM OF AGREEMENT HEREBY WITNESSES:

1. That in the Licensed Premises contained herein the Lead Member and the Participant Member having decided to pool their technical know-how, working experiences and financial resources, have formed themselves into a Consortium to participate in the Bid process for Licensing of \_\_\_\_\_ in terms of the Bid invited by Delhi Metro Rail Corporation Ltd., (DMRC).
2. That all the members of the Consortium have represented and assured each other that they shall abide by and be bound by the terms and conditions stipulated by DMRC for awarding the Bid to the Consortium so that the Consortium may take up the aforesaid license, in case the Consortium turns out to be the successful Bidder in the bid being invited by DMRC for the said purpose.
3. That all the members of the Consortium have satisfied themselves that by pooling their technical know-how and technical and financial resources, the Consortium fulfils the pre-qualification/eligibility criteria stipulated for a Bidder, to participate in the bid for the said Bid process for \_\_\_\_\_ executing the Project.
4. That the Consortium have agreed to nominate \_\_\_\_\_ as the Lead Member who shall be authorized to represent the Consortium for all intents and purposes for dealing with the DMRC or its representatives and for submitting the Bid as well as doing all other acts and things necessary for submission of RFP Documents such as Bid Application Form etc., Mandatory Information, Financial Bid. etc. and such other documents as may be necessary for this purpose which shall be legally binding on all the members of the Consortium who shall be jointly and severally responsible for the performance and obligations in relation to the bid submitted to DMRC and execution of the Project.
5. The Consortium further authorizes the Lead Member to represent the Consortium for all correspondence and communications with the DMRC and any notice or communication served upon the Lead Member shall be deemed to be notice or communication to the Consortium.
6. 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 the specified Project.
  - (ii) The Participant Member shall have \_\_\_\_ (\_\_\_\_%) of share-holding with reference to the Consortium for the specified Project. That in case to meet the requirements of RFP Documents or any other stipulations of DMRC, it becomes necessary to execute and record any other documents amongst the members of the Consortium, they

undertake to do the needful and to participate in the same for the purpose of the said Project.

8. 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.
9. That the Members of the Consortium undertake to specify their respective roles and responsibilities for the purposes of implementation execution of the Project if awarded to the Consortium in the Memorandum & Articles of Association of the Consortium to be got incorporated by the members of the Consortium 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. (_____) (_____)	2.(_____)	3.
Authorized Signatory	Authorized Signatory	Authorized Signatory
(_____)	(_____)	
(_____)		
For (Name of company) of company)	For (Name of company)	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.

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 :

- 1.0. 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.
- 2.0. I say that I have submitted information with respect to our eligibility for Delhi Metro Rail Corporation’s (hereinafter referred to as “DMRC”) Request For Proposal (‘RFP’) for licensing of \_\_\_\_\_  
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.
- 3.0. I say that, we hereby also authorise and request any bank, authority, person or firm to furnish any information, which may be requested by DMRC to verify our credentials/information provided by us under this Bid and as may be deemed necessary by DMRC.
- 4.0. 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.
- 5.0. I say that, we fully acknowledge and understand that furnishing of any false or misleading information by us in our RFP 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.
- 6.0. I state that all the terms and conditions of the Request for Proposal (RFP) Document have been duly complied with.

DEPONENT

VERIFICATION:-

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

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

DEPONENT

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

Undertaking for Responsibility

\_\_\_\_\_ 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 \_\_\_\_\_ with DMRC.
2. That, all Consortium members are jointly or severely responsible for all commitments / liabilities/ dues etc to DMRC.
3. That, we further confirm that, the stake holding of lead member- \_\_\_\_\_ (Name of the company/ consortium member) shall always remain more than 51% and we, all consortium members ensure that there shall be no change in the stake holding of the members of the Consortium during the tenure of License Agreement.
4. We also confirm that our consortium was made on Dt. \_\_\_\_\_, for seeking licensing rights of \_\_\_\_\_ and in support of which a copy of our Board Resolution is attached with this Undertaking.

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

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
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 2013-14	Fy 2014-15	Fy 2015-16
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: 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.

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 <https://eproure.gov.in/eprocure/app>. 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 [<https://eproure.gov.in/eprocure/app>]. 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 \_\_\_\_\_



DRAFT LICENSE AGREEMENT

(License Agreement No.....)

THIS AGREEMENT entered into at Delhi on this the \_\_\_\_\_ day of \_\_\_\_\_ 2016,

BETWEEN

Delhi Metro Rail Corporation Limited (DMRC) incorporated under the companies act, 1956 having its registered office at Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi-110001, (hereinafter referred to as the 'Licensor' or "DMRC" which expression shall unless repugnant to the context mean and include it's successors and assigns) of the **First Party**

AND

M/s -----, a ----- and having its Registered office at -----, (hereinafter referred to as the 'Licensee' through their duly authorized signatory which expression shall unless repugnant to the context or meaning thereof include the successors and assigns) as the **Second Party**

**WHEREAS**

- a) DMRC is engaged in the business of constructing, operating & maintaining Mass Rapid Transport Network. DMRC, with a view to augment its non-operating revenue, had invited Bids (E-Tender) from the eligible parties for licensing of Advertisement Rights through Digital Screen at Ticketing Counters of Selected Metro Stations of Line-6 of DMRC Network ("**Permitted Activity**").
- b) Pursuant to evaluation of the bids received, DMRC has accepted the bid of M/s .....and has issued M/s .....a Letter of Acceptance (LOA) bearing No. \_\_\_\_\_ dated \_\_\_\_\_ ('**LOA**'), requiring *inter alia*, the execution of this License Agreement, within 30 days of handing over of Licensed Premises.
- c) Based on Terms and Conditions of RFP Document and after due inspection and verification of the building and premises and understanding all the Terms and Conditions of this Agreement and other documents relating to the competency and all other relevant records, the Licensee is satisfied in all respects with regards to the right and authority of the Licensor to enter into this Agreement.
- d) Accordingly, DMRC has agreed to provide Licensee the License for undertaking the Permitted Activity, on the terms and conditions contained in this License Agreement.
- e) The Licensee has represented that it has obtained requisite permissions and authority as per applicable law to undertake the Permitted Activity.
- f) The Licensee shall design, procure, manufacture, fabricate, install, commission, manage, operate and maintain the Digital Screens at Ticketing Counters as specified in this Agreement at its own cost. All the locations and designs proposed by the Licensee are subject to approval by DMRC with regard to operational feasibility, aesthetics, and safety & security concerns.

g) The DMRC has accordingly agreed to provide the premises to the Licensee for carrying out the Permitted Activity on the terms and conditions contained in this Agreement.

Each individually a “Party” hereto, and collectively the “Parties”.

NOW THEREFORE, in lieu of the mutual promise and consideration set out herein DMRC and the Licensee (hereinafter collectively called Parties) witnessed and hereby agree as follows:

A. The several documents forming this Agreement are to be read as mutually explanatory & supplementary to one another and, unless otherwise expressly provided elsewhere in this Agreement, in the event of any conflict, discrepancy or ambiguity between them, the priority of applicability of documents shall be in the order :

- i. This Agreement
- ii. Letter of Acceptance No. \_\_\_\_\_ dated \_\_\_\_\_.
- iii. The written clarifications and addenda issued to the Bidders
- iv. Any other document of DMRC and Licensee forming part of the Bidding Process.

B. The Licensee hereby covenants as follows:

- i. Licensee hereby assumes responsibility for supply, installation, operation & maintenance and Advertisement Rights through Digital Screen at Ticketing Counters of specified Metro Stations only, as specified at Annexure-11.1 at their own cost.
- ii. Licensee irrevocably agrees to make all payments including License Fee and other charges as per this Agreement as and when due, without delay or demur and without waiting for any formal advice/invoice from DMRC in this regard.
- iii. The Licensee confirms having examined the concept, locations in detail and fully understands and comprehends the technical requirements. The Licensee also confirms full satisfaction as to the business viability of Permitted Activity 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.

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

(.....)

FOR AND ON BEHALF OF DELHI  
METRO RAIL CORPORATION  
LIMITED

....-....- 2016

Authorized Signatory.

FOR AND ON BEHALF OF  
LICENSEE

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

-----  
DMRC

-----  
LICENSEE

**1. Definitions-**

- 1.1. **“Advertisement” or “Advertising”** means display of any digital advertisement including pictures, electric / 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.
- 1.2. **“Advertising Spaces”** means space available for display of advertisement through Digital Screen at ticketing counters of metro station in pursuance with this Agreement.
- 1.3. **“Agreement”** means this License Agreement executed between DMRC and Selected Bidder and includes the LOA, RFP Document, any amendments, annexures and any other document forming part of the Bidding Process hereto made in accordance with the provisions hereof.
- 1.4. **“Applicable Laws”** means all laws, brought into force and effect by Govt. of India, State Governments, local bodies and statutory agencies and rules / regulations / notifications issued by them from time to time and applicable to this License Agreement. It also include judgments, decrees, injunctions, writs and orders of any court or judicial authority as may be in force and effected from time to time.
- 1.5. **“Applicable Permits”** means all clearances, permits, authorizations, consents and approvals required to be obtained or maintained under Applicable Laws, in connection with the Permitted Activity and the Licensed Premises during the subsistence of this Agreement.
- 1.6. **“Bid”** means the documents in their entirety comprised in the bid, including all clarifications, addenda and revisions issued by DMRC to the Bidders, the Bid submitted by the successful Bidder (Licensee) in response to the Tender Notice in accordance with the provisions thereof. The words “Bid” and “Tender” are used synonymously.
- 1.7. **“Bid Security”** means the refundable amount to be submitted by the Bidder along with Bid/RFP documents to DMRC
- 1.8. **“Commencement Date”** means as described in License Agreement.
- 1.9. **“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 Performance Security.
- 1.10. **“DMRC”** means Delhi Metro Rail Corporation Limited.
- 1.11. **“Fit-out Period” or “Fitment Period”** means the period for carrying out fit out activities in order to operationalise the Licensed Spaces.
- 1.12. **“Interest Free Security Deposit/Performance Security”** means interest free amount/Bank Guarantee 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.
- 1.13. **“License”** means the grant of License by DMRC to the Licensee to utilize the Licensed Premises under terms and conditions of this RFP Document.

- 1.14. **“Licensee”** means the Selected Bidder, who has executed the License Agreement with DMRC pursuant to the conclusion of the bidding process.
- 1.15. **“License Fee”** means the amount payable by the Licensee to DMRC against licensing of space as per terms and conditions of the License Agreement along with other payable charges and any kind of Central or State Taxes, local levies, statutory dues, etc. as per prevalent law.
- 1.16. **“License Period”** means as described in License Agreement.
- 1.17. **“Licensed Premises”** or **“ Licensed Space”** means the space, on “as is where is basis”, to carry out Permitted Activity.
- 2. Objective:** Objectives of License Agreement are set herewith:
- a). Licensing of the Advertisement Rights through Digital Screen.
  - b). To augment non-operational revenue of DMRC through Licensing of Space.
- 3. Scope of License:**
- a) This Agreement will provide rights to the Licensee for procurement, supply, installation, operation & maintenance and Advertisement Rights of Digital Screen at Ticketing Counters of specified Metro Stations only, as specified at Annexure-11.1 subject to the terms and conditions specified in the License Agreement.
  - b) The Licensee will bear the entire cost of the Digital Screen which includes cost of Procurement, Designing, Development, Fabrication, Assembly, Installation, Operation, Maintenance, laying cable, electrical, other appliances required for Digital Screen, Networking & Communication, required Software (for DMRC also) and all type of Hardware required, replacement of parts and repairs, etc.during the tenure of license agreement.
  - c) Licensee shall install Digital Screen at all the ticketing counters listed at Annexure-11.1. Any increase or decrease in number of screen at a station shall be at the sole discretion of DMRC.
  - d) Route / Section Available for Advertisement Rights through Digital Screens at Metro Stations: Metro Stations of Line-6 (Violet Line), as listed at Annexure-11.1, of DMRC Network are proposed to be given for Advertisement Rights through Digital Screens at ticketing counters. The already operational stations of Line-6, as listed at Table-A of Annexure-11.1 shall be handed over immediately after issue of Letter of Acceptance (LOA). There are also stations which are under construction in the scope of License Agreement. DMRC shall hand over these stations, as listed at Table-B of Annexure-11.1 to Licensee for Advertisement Rights after start of revenue operations. The tentative Revenue Operation Date (ROD) of these stations is also indicated which is likely to vary depending on the work on those sections.
  - e) DMRC reserves its right to withdraw any station listed at Annexure-11.1. However, DMRC shall exercise the option of withdrawal of station(s) sparingly and after due consultation with the Licensee. The Licensee hereby voluntarily and unequivocally agrees not to seek any claim, damages, compensation or any other consideration, whatsoever on this account. The Licensee shall vacate the premises of such station(s) within a period of 30 days from such intimation.

- f) Additional station(s) of Line-6, if any, other than those listed at Annexure-1 may also be handed over by DMRC to the licensee for Digital Screen advertisement rights and DMRC's decision in this regard shall be final and binding. The tenure of the license period of such station(s) shall be co-terminus with this license agreement.
- g) At present, DMRC is not liable to share its revenue generated from advertisements inside DMRC Metro stations with local bodies including MCD, etc. However, if DMRC becomes liable to share revenue with local bodies from advertisements Inside 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.
- h) Licensee shall 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.
- i) Licensee shall comply with all statutory requirements in connection with License Agreement.
- j) Licensee shall ensure regular and timely payments of all amounts due to DMRC and discharge all obligations as per License Agreement.
- k) Licensee shall ensure payment of all statutory taxes, local levies, statutory dues, etc as and when due.
- l) DMRC will reserve the right to declare or notify any area to be exempted from the scope of the tender at any time during the currency of the contract for the purpose of DMRC usage and its functioning. This exemption will become neither a cause for the breach of contract, nor the DMRC shall be liable to pay any type of compensation or damages to the Licensee.
- m) Licensee will bear the cost of electrical estimate, meter charges, electrification charges, security deposit charges (electrical) and electrical consumption charges apart from License Fee of the contract.
- n) The Licensee will have to arrange on their own cost to provide all the electrical wiring and other electricity installation necessary for the system to the required DMRC standards.
- o) Additional Digital Screen can be permitted and installed by licensee, if required, found feasible and approved by DMRC, on payment of proportionate existing License fee on pro rata basis on the same terms & conditions of the original agreement. The contract period of additional area for Digital Screens shall co-terminate along with the original contract.
- p) The Licensee must accept for telecasting the display material and the video materials supplied by DMRC subjects or on social/national themes.
- q) The Licensee shall pay a fixed amount of monthly License Fee and other charges along with applicable taxes, quarterly in advance, as per the terms of this Agreement to DMRC.
- r) The sites shall exclusively belong to the DMRC, without creating any right, title or interest of whatsoever nature in the said Licensed Premises in favour of the Licensee.

- s) All terms and conditions indicated in this agreement will also be applicable for the additional Digital Screens offered and accepted by the licensee.

3.2. The Licensee hereby covenants as follows:-

- a) Licensee hereby assumes responsibility of procurement, supply, installation, operation & maintenance and Advertisement Rights of Digital Screen at Ticketing Counters of specified Metro Stations only, as specified at Annexure-11.1. The Licensee shall design, procure, manufacture, fabricate, install, commission, manage, operate and maintain the Digital Screen as specified in this Agreement at its own cost. All the locations and designs proposed by the Licensee are subject to approval by DMRC with regard to operational feasibility, aesthetics and safety & security concerns.
- b) 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.
- c) The Licensee confirms having examined the potential locations at Selected Metro Sections in detail and fully understands and comprehends the technical requirements for Permitted Activity. The Licensee also confirms full satisfaction as to the business viability of licensing premises at the Metro Sections 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.
- d) Licensee will not ask for any claim or compensation from DMRC if any of the advertisements are not permitted due to local laws/civil authorities.
- e) Licensee shall also adhere to:
  - i. Procedure of DMRC regarding release of electric supply and specification of materials to be used for electric supply, Air-conditioning work, Fire Protection System, Fire NOC as detailed at Annexure-11.4.
  - ii. Fire retardant Material for renovation/ refurbish of premises as per Specification at Annexure-11.3.
  - iii. Provision of TOD energy meter as per latest DERC guidelines,
- f) That DMRC and Licensee represent and warrant that they are empowered, authorized and able to enter into this Agreement.

3.3. Licensee shall be responsible for the following activities:-

- a) The Licensee shall be responsible for procurement, supply, installation, operation & maintenance of Digital Screen at Ticketing Counters of specified Metro Stations only, as specified at Annexure-1. The Licensee shall submit the design/ layout of the location of placement of equipment along with other relevant details. DMRC shall consider the plan with respect to aesthetics, operational feasibility, and safety & 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 in plans are required to be approved by DMRC.

- b) Designing of all units / structures to complement station architecture design for installation of telecommunication equipment.
- c) Appoint competent nodal officer to interact with concerned DMRC representative to bring clarity in understanding of spaces, coordinate and implement decisions taken.
- d) Operate, manage and maintain the entire advertisement plans.
- e) Obtain all approvals, permits, etc. from all competent and required authorities, including different tiers of government, statutory, local, civic authorities, Department of Telecommunications (DoT) etc. at its own cost.
- f) Comply with all statutory requirements in connection with License Agreement.
- g) Ensure regular and timely payments of all amounts due to DMRC and discharge all obligations as per License Agreement.
- h) Payment of all statutory taxes, local levies, statutory dues, etc. as and when due.
- i) Service Tax and surcharge thereon, as applicable from time to time, shall be paid by the Licensee. Payment of all statutory taxes, local levies, statutory dues, etc. (except property tax which shall be borne by DMRC) as and when due.
- j) Licensee shall also adhere to procedure of DMRC regarding release of electric supply and specification of materials to be used for use of electric supply, Air-conditioning work, Fire Protection System, Fire NOC as detailed at Annexure-11.5 and Material Specification for renovation/ refurbish of Licensed Premises as per Annexure-11.4

#### **4. Disclaimer**

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

#### **5. Digital Screen:**

- 5.1. Frontend display of the DDIS should be of minimum 32” to 38” maximum (diagonal) LED monitor of reputed brand. Resolution of screen should be HD ready (720P)

- 5.2. However, at the time of commissioning of screens, if it is found that the screens of above size are not feasible, variation in sizes shall be permitted, subject to approval and feasibility from competent authority in DMRC.
- 5.3. LED screen display used should be IPS or VA or equivalent panel type and should be High Definition. The viewing angle should be 150 degree or above.
- 5.4. System will have an auto start feature in case of any intermittent power failure.
- 5.5. Every installed unit should be monitored centrally through a unified dashboard. Dashboard should monitor uptime and system reliability. Dashboard should have access permission enabled for DMRC on request. The Dashboard should be built using w3c web standards available over secure channel.
- 5.6. The Digital Screen will be strategically placed at every Ticketing Counter, facing the passengers waiting in queue for purchasing of tickets, enquiry, etc. and designed in an aesthetic manner and in uniformity to the satisfaction of the DMRC.
- 5.7. The PC along with the software should be handed over to the concerned supervisors and the same should be located in a safe place in the counter area.
- 5.8. This system will function during operational timings of the station, where it is installed.
- 6. Advertisement Rights:**
  - 6.1. The screen of the LED monitor will be divided into two portions in the ratio of 70:30 and screens should be placed vertically. Audio advertisement is strictly prohibited.
  - 6.2. The Upper 70% portion of the screen will be utilized for display of muted VIDEO CONTENT on 40:60 time slot sharing basis between DMRC and Licensee. However the Licensee will be at liberty to utilize this as convenient for him and his business i.e. alternatively or simultaneously or in the combination of both.
  - 6.3. The Bottom 30% portion of the screen shall necessarily display DMRC information as provided from time to time. These details should be in harmonious manner, in pleasing colour scheme and appropriate font size in English and Hindi language so that can be easily visible & legible. If feasible, this can also be utilised for displaying dynamic transaction details of the ticketing counter. Licensee shall bear the cost of integration, capturing transaction detail from ticketing machine, required software, etc.
  - 6.4. The system should be capable of displaying the same video content on digital screen at a particular stations, some selected stations or all stations under scope of this license agreement.
  - 6.5. The system shall be developed in a manner that it is subject to modifications as and when required with respect to colour scheme, font size, font type and further split the screen to the desired ratio for commercial advertisement and DMRC information.
  - 6.6. DMRC information will be provided by DMRC and integration has to be done by the Licensee so as to display live messages or security warnings to commuters.
  - 6.7. The Licensee should submit in writing the text of advertisement and materials to be displayed such as slides, films, video clips, etc., to the DMRC well in advance for his approval. No change of the advertisement matter by the agency/licensee will be permitted after such approval.



- 6.8. The Licensee should ensure that all the short films/film excerpts/audio visuals brought out by them for display on Digital Screens are duly certified by the Central Board for Film Certification, other statutory or regulatory legal authority as applicable, wherever it is mandatory. Apart from fulfilling the legal requirements of censorship certificate for film excerpts, they must also provide proof of legal authority for such public exhibition of the film sequences. All legal liabilities arising out of such exhibition of short films etc., shall be that of the Licensee.
- 6.9. The licensee shall submit/show the text design of all the advertisements to be displayed and obtain prior approval of the DMRC for such displays. The licensee will be responsible for damages caused due to heavy winds, storms, fire, explosion, riots or other unforeseen causes and indemnify the DMRC on account of the above mentioned causes.
- 6.10. DMRC reserves the right not to allow publicity which, in the opinion of DMRC, have a bearing on safety, aesthetics, security, synchronicity with existing / blocked sites and anything which violates the laid down DMRC procedures/norms. Advertisement of Liquor and tobacco based items are strictly prohibited.
- 6.11. 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.
- 6.12. The advertising rights through Digital Screens 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.
- 6.13. 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 electrical parts and also other components of all Digital Screens will be done as per directions and standards specified by the authorized representative of DMRC Ltd.
- 7. Factors Governing Selection of Permissible Advertisements and Negative List of Advertisements:** The Licensee shall take into account the aspects mentioned at Annexure-11.2 to this License Agreement while selecting advertisements on the Digital Screens and abide by all the instruction of the authorized DMRC representative on the same. Negative List of Advertisements which are not permissible is also listed at Annexure –11.2.
- 8. Preparation/Installation of Digital Screen**
- 8.1. At the beginning of the agreement, the licensee will be required to submit the blue print of installation of digital screens to DMRC for approval before physical execution of the work.

- 8.2. **Approval of Plan:** Licensee shall indicate the locations for Digital Screen, design of media vehicles including their structural plans, electrical and cable routing plans 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. DMRC reserves the right to reject any or all of the said submissions, without assigning any reasons whatsoever. DMRC reserve 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.
- 8.3. 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.
- 8.4. Approval for installing Digital Screens and equipment at all locations 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.
- 8.5. The Licensee shall submit details along with contact numbers their 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 on the Licensee. If during inspection, any digital screen 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/her authorized representative is submitted to DMRC or the unauthorized location is not approved from the DMRC, whichever is later.
- 8.6. **'As is where is basis':** The Licensee shall be provided with license for the said Premises, equipment, installations, fittings and fixtures on 'as is where is basis' and the Licensee shall not make any additions or alterations, installations including electric installations and wiring without the prior permission of DMRC in writing and when permitted by the DMRC the said additions and alterations shall be carried out by the Licensee at their own cost and they shall not be entitled to any compensation for any additions carried out by them and the same shall vest in DMRC. The Licensee shall install its own fixtures and equipment after duly obtaining all necessary approvals from the Licensor, permissions and licenses from the Municipal Corporation, DOT and such other Statutory Authorities at its own cost and expense.
- 8.7. Licensee shall prepare and submit the design/layout plan of placement of Digital Screen for approval of DMRC. DMRC shall consider the approval in accordance with procedure given in Regulations for Preparation and Utilisation of Licensed Premises of this Agreement. The Licensee shall submit Layout plan of space showing placement of equipment for approval of DMRC before installation of Digital Screen/equipment.
- 8.8. **Approval of Plan:** All the sites proposed by the Licensee in the plan shall be subject to approval by DMRC with regard to

- a) Structural stability,
  - b) operational feasibility,
  - c) aesthetics,
  - d) Safety & security concerns.
- 8.9. If the plan does not conform to the requirement of this Agreement, DMRC may reject the plans / proposals, duly specifying the reason(s) thereof. In such case, Licensee shall resubmit its plan/ proposal after incorporating necessary modification for approval.
- 8.10. In case of any damage to DMRC property during installation, for actual costs whatsoever for restoration to its original position will be recovered from the Licensee and same will not be challenged in whatsoever manner.
- 8.11. Licensee shall ensure that Licensee and their employees or other persons involved in the execution of the work does not in any way impinge on the safety and security of metro operations, safety & convenience of commuter, safety of metro properties and its assets. Any physical damage or injury to the commuters or passer-byes due to lapses on the part of the Licensee shall be the sole responsibility of the Licensee only and DMRC will have no legal obligations or liability towards the injured. In case of serious accident caused due to negligence of the Licensee, resulting in injury, death to commuters or DMRC employees or loss to DMRC property, it shall constitute Material Breach of Contract and considered Licensee's Event of Default that shall entitle DMRC to terminate this Agreement with 30 days written notice.
- 8.12. The Licensee shall submit details along with contact details of their authorized representative(s) which shall be available at the Metro Station(s), at a short notice, for inspection of spaces including measurement of area, failing which inspection done by DMRC official(s) shall be final and binding to the Licensee.
- 8.13. Licensee shall at its own expense and cost employ/engage suitable personnel for providing efficient services.
- 8.14. Licensee shall appoint a Manager/ Supervisor whose scope of services shall be as follows;
- a) Supervise the operations in the said Licensed Premises.
  - b) They shall be responsible for cleanliness and hygiene in the said Licensed Premises and to ensure that the services are conducted in a clean, proper and efficient manner.
  - c) Employ and engage as their own employees, trained, skilled and qualified staff and endeavour to maintain and provide services to full satisfaction and to pay their wages and salaries regularly and promptly.
  - d) Ensure that fire detection and suppression measures were installed inside the Licensed Premises and kept in good working condition. The Fire Office/authorized personnel of the Licensor shall have unfettered access to the said Licensed Premises, for inspection/checking of fire detection and suppression measures etc. The instructions issued by the Licensor's fire officer shall be obeyed fully without any demur. Any costs associated with carrying out the instructions of the fire officer/authorized personnel of the Licensor shall be borne solely by the Licensee.

- e) Licensee should ensure that all electrical wiring, power outlets and gadgets are used and maintained properly, for guarding against short circuits/fires. The Licensee should also ensure that all notified statutory provisions and standards are observed in this regard.
- 8.15. DMRC's covenants and represents that it has good and marketable title to the said Licensed Premise, free and clear of all liens, claims, mortgages or deeds of trust affecting the Licensee's use of the Licensed Premises, or the rights granted to the Licensee hereunder:
- a) DMRC covenants and represents that it has full and complete authority to enter into this 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 this Agreement, the Licensee shall peacefully and quietly enjoy the Licensed Premises without hindrance or disturbance by DMRC or by any other person claiming by, through or under DMRC.
- b) That on the Licensee paying the License Fee hereby reserved and observing and performing the several covenants and stipulations on its part and the conditions herein contained shall peacefully hold and enjoy the Licensed Premises throughout the License Period without any interruptions by the DMRC or by any person or persons claiming through under or in trust for him.
- c) That the overall control and supervision of the Licensed Premises shall remain vested with DMRC who shall have the right to inspect the whole or part of the Licensed Premises as and when considered necessary, with respect to its bonafide use and in connection with fulfilment of the other terms and conditions of this Agreement. DMRC also reserves the right to enter the Licensed Premises to repair and replace the fixtures provided by DMRC. If any fixtures or utility relating to operation of the MRTS (Metro) is running through the area licensed, proper protection as advised by DMRC shall be done by Licensee.
- 8.16. The Licensee voluntarily and unequivocally agrees to provide unfettered and unconditional access to the Licensed Premises for security/fire checks by security/fire officers of the Licensor and also agrees to comply with all directives as may be given from time to time by the security/fire officers of the Licensor. Non-compliance may be treated as Licensee's Event of Default.
- 8.17. Minimum Material Specifications: Licensee shall provide Digital Screen / 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.
- f) The equipment installed should be of fire retardant, low smoke and comply with all Indian and International Standards.

**9. Operation and Maintenance:**

- 9.1. The day to day upkeep including incorporating important DMRC message will be done by the licensee at its own cost. If necessary the licensee can employ their own staff for such activities the cost of which also will be borne by the licensee. The licensee personnel manning the work spot should wear neat uniform with identity badge. The behaviour of such personnel should in no way affect the interest of the DMRC Administration. The licensee shall employ only such staff as shall have good character and as well behaved and skilful in their business.
- 9.2. Since the Digital Screens will be an important passenger amenity, the work for maintenance and up keep should be continuous. The maintenance could include replacement of parts, normal wear and tear etc. The licensee is required to enter into AMC preferably with the OEM so that the Digital Screen etc. are kept in healthy working system. The licensee is also required to undertake major repairs during tenure of license, if such need warrants and keep the system in working condition (which should also be a part of AMC). The AMC should be for the full period of this contract.
- 9.3. 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.
- 9.4. 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 shall also undertake the maintenance of all Digital Screens 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.
- 9.5. The licensee will have to maintain all the Digital Screens & inserts in proper, neat and clean condition for the currency of the contract. The material used 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(Property Business) before using the same. DMRC reserves the right not to give such permission.
- 9.6. Licensee shall ensure that all the installed Digital Screens 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 time slot offered to Licensee, the same should be utilized to display a message of DMRC.
- 9.7. 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.
- 9.8. 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.

- 9.9. 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.
- 9.10. 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.
- 9.11. The Licensee shall comply with the laws of land including Court judgments/ court orders and Fire Service guidelines, regulating the advertisements/displays and DMRC will not 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.
- 9.12. Access to stations for the purpose of placement and installation of equipment and its maintenance shall be regulated by the office of the Deputy General Manager/Property Business and the Licensee is required to take necessary permissions in this regard from the office of Deputy General Manager/Property Business as per extant policy of DMRC. It is clarified that the permission to the Licensee shall not be unduly denied.

## 10. Tenure of License

- 10.1. **Fitment Period:** Licensee shall be provided 75 days fitment period. Fitment period shall commence from date of handing of the location. The Licensee shall complete its fitment in all respects within the specified fitment period. In case of handing over of additional station, fitment period of 75 days will be provided. However, in case of increase in ticketing counter at already handed over station, no fitment period will be applicable.
- 10.2. **Commencement Date:** License Agreement shall commence from date of handing over of first lot of stations.
- 10.3. License Agreement shall be valid for a period of 9 (nine) years, subject to lock-in-period of 02 (two) years from date of handing over of first lot of stations, unless otherwise terminated as provided in Termination clause.
- 10.4. The tenure of License for any location handed over subsequently shall be co-terminus with the stations handed over in first lot.

## 11. License Fee

- 11.1. **Commencement of License Fee:** License Fee shall commence immediately after fitment period of 75 days.
- 11.2. The Licensee shall pay to DMRC, on quarterly basis, all payments requested as per details and rates indicated in the table below, without writing for any formal advice/invoice from DMRC:

S/N	Item	Rate
1.	License Fee	Rs. XXX/- per Digital Screen/Month (Accepted rates of Selected Bidder)[The License Fee shall be increased by 20% on compounding basis after completion of every

S/N	Item	Rate
		three year of License Period.]
2.	Refundable Electrical Consumption Deposit (interest free)	Rs.1,500/KVA
3.	Energy consumption charges (Energy consumption as per installed Energy Meter)	Rate of electricity for temporary or permanent electrical connection shall be charged as per concerned DISCOM prevalent tariff orders issued by DERC
4.	License Fee for Additional floor space required by the licensee to install support equipment, viz, server(s), kiosk, etc.	Rs1,000/- or 50% of License Fee per Digital Screen, whichever is higher, per sqm/month plus service tax as applicable @ 15% at present (increased by 20% on compounding basis after completion of every three year of License Period).This area shall be provided based on availability and feasibility and shall not be commercially exploited otherwise.

11.3. The License Fee of Digital Screen, License Fee Additional Floor Area and Interest Free Security Deposit/Performance Security shall be increased by 20% on compounding basis after completion of every three year of License Period.

11.4. 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.

11.5. The licensee agrees to pay and will continue to pay the license fees and all dues, even if any or all the Digital Screens 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.

## 12. Payment Terms:

12.1. The License Fee and other dues shall be payable quarterly in advance to DMRC, by the last working day of running previous quarter. However, the first quarterly License Fee shall be payable before expiry of fitment period of 75 days.

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

12.3. The reconciliation of License Fee and other dues shall be carried out annually. Based on reconciliation, the adjustment of License Fee payable to DMRC shall be carried out along with payment of next quarter's License Fee.

12.4. The payment of dues should preferably be made/credited by RTGS/NEFT/ECS mode to DMRC after obtaining prior approval of DMRC & complying with the laid down procedure. The details for DMRC's account for e-payment shall be provided separately. Licensee may submit the dues in the form of Demand Draft/Pay Order in favour of DMRC Ltd and payable at Delhi/New Delhi.

12.5. Non-payment of License Fee and other dues.

a) Non-payment of License Fee and other dues within the prescribed date 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 this Agreement. Besides, the Licensee shall pay an interest of 18 percent per annum on the amounts of License Fee and other dues payable remaining outstanding after the due date and falling in arrears. Interest shall continue to accrue on compounding on monthly rolling basis until the License Fee and other dues are finally paid. Such interest shall be charged on outstanding dues for the actual day(s) of delay in payment.

- b) Licensee shall periodically advise the details of payments made to DMRC. In the case of non-submission of such details, initially Third party dues i.e. statutory dues / liabilities shall be settled (mandatory liabilities of DMRC), then others dues / liabilities like electricity, OMC etc, and lastly License Fee shall be accounted for.
- c) The Licensee agrees voluntarily and unequivocally to make all payments as may be due before the due date, without waiting for any formal advice / invoice from DMRC.
- d) In case payment is not made by due date, a 15 day notice to cure the Licensee's Event of Default shall be issued. In the event of Licensee failing to cure the Default, DMRC shall be entitled to terminate the License with 30 day notice and shall be free to forfeit Interest Free Security Deposit/Performance Security after adjustment of all dues what so ever and take such other action available to it under this Agreement and as per Law. The utilities being provided to the Licensee may be disconnected if the Licensee fails to deposit the outstanding dues.
  - i. Any representation or any request by the Licensee in this regard shall only be entertained if the Licensee deposits 100% dues as per issue / demand within 15 days of issue of Licensee's Event of Default Notice, along with a written request in the matter. The utility services including electric supply to the Licensed Premises shall be discontinued on the 16<sup>th</sup> day of issuance of notice.
  - ii. The Licensee shall vacate the Licensed Premises within 30 days of termination of this Agreement. A certificate from concerned Station Manager or its authorized representative in proof of Licensee having vacated the Licensed Premises will be required to be submitted by the Licensee. Any claim of vacation / non-vacation without the endorsement of Station Managers or its authorized representative shall not be entertained.
  - iii. Interest Free Security Deposit/Performance Security shall be forfeited on termination of contract after adjustment of all the dues what so ever. Balance outstanding dues, if remaining after adjustment of outstanding dues from interest free Security Deposit / Performance Security, shall also be recovered from the Licensee.

### **13. Interest Free Security Deposit / Performance Security**

- a) Licensee shall submit Interest Free Security Deposit / Performance Security to DMRC equivalent to Six Months License Fee of Digital Screens at all Ticketing Counters detailed ay Annexure-11.1. In case of subsequent handing over of additional stations to the Licensee, Interest Free Security Deposit/ Performance Security shall be updated as per updated Digital Screens.
- b) Interest Free Security Deposit/ Performance Security upto Rs 10,00,000/- shall be accepted in the form of DD/PO only. Minimum 25% of Interest Free Security



Deposit/ Performance Security, subject to minimum of Rs 10,00,000/- shall be accepted in the form of Demand Draft/Pay Order favouring DMRC Ltd and remaining or 75% Interest Free Security Deposit in the form of Bank Guarantee (BG)/Fixed Deposit Receipt (FDR) favouring DMRC Ltd.

- c) The Interest Free Security Deposit/ Performance Security shall be acceptable in following forms, subject to above conditions:
- i. Demand/Bank Draft/PO in favour of “DMRC Limited”, payable at New Delhi from a Scheduled Commercial Bank based in India, or
  - ii. Fixed Deposit Receipt of a Scheduled Commercial Bank issued and payable at branch in Delhi/New Delhi based in India duly pledged in favour of DMRC only and styled as DMRC Ltd. A/c (Licensee) or
  - iii. Irrevocable Bank Guarantee in the prescribed format (Annexure-11.3) issued by the State Bank of India or any other Nationalized Bank or other Scheduled Commercial Banks, acceptable to DMRC, with/from branches located in Delhi. The Bank Guarantee shall be valid at least for three years and shall be renewed before expiry of earlier Bank Guarantee, failing which the previous Bank Guarantee shall be invoked and encashed by DMRC without any prior intimation to the Licensee. For last year of License Period, the Licensee shall submit the Bank Guarantee valid for remaining License Period plus six months and shall renew it, if required, till the final settlement of all accounts failing which the Bank Guarantee of the Licensee shall be invoked and encashed by DMRC without any prior notice to the Licensee.
- d) In case of joint venture/Consortium, the Interest Free Security Deposit/Performance Security shall be submitted in the name of the JV/Consortium. However, splitting of the Interest Free Security Deposit/Performance Security (while ensuring the Interest Free Security Deposit/Performance Security is in the name of JV/Consortium) and its submission by different members of the JV / Consortium for an amount proportionate to their percentage stake in joint venture/Consortium is acceptable.

13.2. DMRC reserves the right for deduction of dues from Licensee’s Interest Free Security Deposit / Performance Security for: -

- a) Any amount imposed as a fine by DMRC for irregularities committed by the Licensee.
- b) Any amount which DMRC becomes liable to the Government/Third party due to any default of the Licensee or any of his director/ employees/ representatives/ servant/ agent, etc.
- c) Any payment/ fine made under the order/judgment of any court/consumer forum or law enforcing agency or any person duly empowered in his behalf.
- d) Any outstanding payment/ claims of DMRC which remain due after completion of relevant actions as per agreement.

13.3. Once the amount as above is debited, the Licensee shall replenish the Security Deposit / Performance Security to the extent the amount is debited within 15 days period, failing which, it shall be treated as Licensee’s Event of Default.

**14. Taxes and Other Statutory Dues-**

- 14.1. Service Tax and surcharge(s) thereon, as applicable from time to time, shall also be paid by the Licensee along with license fee.
- 14.2. Taxes/Municipal Taxes, if applicable shall be borne by Licensee.
- 14.3. All other statutory taxes, statutory dues, local levies, as applicable shall be charged extra and will have to be remitted along with the License Fee for onward remittance to the Government. The Licensee shall indemnify DMRC from any claims that may arise from the statutory authorities in connection with this License.
- 14.4. Payment of stamp duty on agreement, if any, to be executed in pursuance of this agreement shall be borne by Licensee.
- 14.5. Appropriate Charges towards insurance of the Digital Screens throughout the License Period including third party insurance.

**15. Penalty:**

- 15.1. Licensor reserves the right to impose the penalty on Licensee up to Rs.5,000/- per offence on the following offenses:
  - a) Display of advertisement without approval of art form /creative's from DMRC.
  - b) Non-compliance of the instructions of the DMRC Administration even after 10 days from the date of issue of notice.
  - c) Any staff of Licensee found in drunken condition / indulging in bad conduct.
  - d) Any staff of the Licensee found creating nuisance.
  - e) Improper maintenance & defacement of the Digital Screens or Metro Property.
  - f) Dishonour if any of drafts and Pay order given by Licensee in favour of DMRC.
  - g) Misbehaviour by licensee's staff with staff and commuters of DMRC.
  - h) Not following safety and security norms as may be indicated by authorized representative of DMRC.
  - i) Not following instructions issued by DMRC from time to time and other violations of the contract agreement.
  - j) Advertisements falling in non-permissible category/ Negative List.
- 15.2. Licensee has to take every care towards proper functioning of the entire Digital Screen system. They shall be able to repair / replace the defective System/Computers/Terminals sets including an accessories within 72 hours from the fault reporting, failing which a penalty of Rs.50/- (Rs.Fifty Only) per day (24 hours) per Digital Screen will be imposed for the period of first 10 (Ten) days. Later, penalty of Rs.100/- (Rs.One Hundred Only) per day (24 hours) per Digital Screen will be imposed for the period of further 30 (Thirty) days. On completion of 1 (one) month i.e. 30 (Thirty) days, non-rectification of failure will lead to termination of contract with 7 (seven) day termination notice along with the above penalty.
- 15.3. The power to waive off fines and penalty levied on licensee vests with the competent authority of DMRC. The licensee will have to forward their 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.

**16. DMRC's Infrastructure/ Facilities -**

**16.1. Electrical Specifications and Procedure for Release of Electric Power Supply- Electrical Specifications**

- a) Electricity supply will be provided as per terms and conditions indicated in Annexure – 11.5. The Licensee shall bear the amount of all the bills/costs for the electricity that may be consumed due to the operation of equipment in the spaces licensed under this agreement. Licensee shall use energy efficient equipment. Licensee shall follow the I.E. Rules, Acts for safety of equipment, public & Staff.
- b) Rate of electricity chargeable from Licensee shall be at the rate at which Electricity Company / Distribution Company / Agency would levy on such a customer, had he obtained supply directly from Electricity Company / Distribution Company / Agency. DERC policy and Electricity Act (as amended from time to time) shall be applicable.
- c) All fittings/ erections including electrical cabling, calibration and installation of Energy Meters, electrical MDI/TOD, etc. are to be installed as per DMRC's specifications.
- d) DMRC may provide electricity at one point from the panel installed at ASS Room of station. All works related to fixing / connection of requisite MCB/MCCB in existing bus bar and further distribution along with electrical energy meter on payment of required charges as specified in Annexure-11.5. The Licensee may also undertake electrical works for extension of power from nominated source under DMRC supervision and complying all codal provisions & DMRC specifications. The Licensee shall follow the provisions stipulated in "Rules and Guidelines for Release of Electric Power" (Annexure-11.5) as amended from time to time.
- e) In case of restricted availability of power supply/breakdown, the station power requirements would get first priority and this may result in restriction/restoring of power supply to the licensee in such situations. In such situations or any supply disruptions due to strikes of employees, breakdowns of machinery and plant, lockout, failures of incoming supply of DMRC or such causes where the supply of DMRC is affected by a cause or causes over which DMRC has no control, DMRC shall not be liable for any claims for loss, damage or compensation whatsoever, arising out of failure of supply due to any of the afore mentioned causes.

**16.2. Parking:** - The parking facilities provided as part of the Station parking may be used, if available on first come first serve basis and all charges, fees and rules will apply as applicable to the general public and the commuters.

**16.3. Security Arrangement:** - The Licensee shall ensure safety and security of their equipment installed at the Licensed Premises. DMRC in any case will not take any responsibility and claim and compensation of Licensee shall not be entertained in this regard.

**17. 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:

- 17.1. to obtain due permits, necessary approvals, clearances and sanctions from the competent authorities for all activities or infrastructure facilities
- 17.2. to operate and maintain the Licensed Area at all times in conformity with this Agreement;
- 17.3. 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.;
- 17.4. 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;
- 17.5. 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;
- 17.6. to take all responsible precautions for the prevention of accidents on or about the site and provide all reasonable assistance and emergency medical aid to accident victims;
- 17.7. not to permit any person, claiming through or under the Licensee, to create or place any encumbrance or security interest over whole or any part of the Licensed Space or its assets, or on any rights of the Licensee therein or under this Agreement, save and except as expressly permitted in this Agreement;
- 17.8. to keep the Licensed Space free from all unnecessary obstruction during execution of works and store the equipment or surplus materials, dispose of such equipment or surplus materials in a manner that causes least inconvenience to the Metro Station, Commuters or DMRC's activities;
- 17.9. at all times, to afford access to the Licensed Space to the authorised representatives of DMRC, other persons duly authorised by any Governmental Agency having jurisdiction over the business at Licensed Space, to inspect the Licensed Space and to investigate any matter within their authority and upon reasonable notice;
- 17.10. to comply with the divestment requirements and hand over the Licensed Space to DMRC upon Termination of the Agreement;
- 17.11. to ensure that no foul/ unpleasant smell shall spread out from the premises of the licensee;
- 17.12. to ensure that its equipment does not interfere with the function of DMRC's equipment installed at the station. The Licensee is advised to obtain prior written consent from DMRC for installing such equipment. However, DMRC reserves the right to refuse installation of the equipment if it is of the opinion that the Licensees equipment shall interfere with the station installations.
- 17.13. The Licensee shall be solely and primarily responsible to DMRC for observance of all the provisions of this License Agreement on behalf of its employees and representatives and any person acting under or for and on behalf of the Licensee; contractor (s) appointed for the Licensed Space as fully as if they were the acts or defaults of the Licensee, its agents or employees.
- 17.14. The Licensee shall comply with all rules and regulations under the Metro Railways (Operations and Maintenance) Act 2002 & its amendments.

- 17.15. 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.

**18. Indemnity and Insurance:**

- 18.1. 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.
- 18.2. 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.
- 18.3. 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.
- 18.4. 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.
- 18.5. 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.
- 18.6. 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 extent within 15 days of such debit by DMRC.

- 18.7. 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.
- 18.8. 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.
- 18.9. 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.
- 18.10. 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.
- 18.11. 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.
- 18.12. 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.
- 18.13. 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.

## **19. Force Majeure-**

- 19.1. Neither DMRC nor Licensee shall be liable for any inability to fulfil their commitments and obligations hereunder occasioned in whole or in part by Force Majeure. Any of the following events resulting in material adverse effect, shall constitute force majeure events ("**Force Majeure Events**"):
  - a) Earthquake, Flood, Inundation, Landslide.
  - b) Storm, Tempest, Hurricane, Cyclone, Lighting, Thunder or other extreme atmospheric disturbances.
  - c) Fire caused by reasons not attributable to the Licensee.

- d) Acts of terrorism.
- e) War, hostilities (Whether war be declared or not), invasion, act of foreign enemy, rebellion, riots, weapon conflict or military action or civil war.
- f) Strikes or boycotts, other than those involving the Licensee, its contractors, or their employees, agents etc., and

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

- 20.** Such Force Majeure occurrence shall be notified by the Party which is rendered wholly or partially unable to perform any of its obligations under this Agreement because of a Force Majeure occurrence to the other party within 15 days of such occurrence. If such Force Majeure continues for a period of three months, the party notifying the Force Majeure condition may be entitled to, though not being obliged, to terminate this agreement by giving a notice of 7 days to the other party and interest free Performance Security & Security Deposits shall be refunded by DMRC to the Licensee after adjusting outstanding dues, if any.
- 21. Breach of License Agreement/ Licensee's Events of Default:** Following shall be considered as Material Breach of the License Agreement by Licensee resulting in Licensee's Events of Default:
- 21.1. 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.
  - 21.2. 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.
  - 21.3. If the Licensee makes any of the following changes in Ownership:
    - a) Any change in percentage stake of JV/Consortium by the members of the License Agreement without prior written permission of DMRC.
    - b) Dilution of stake of Lead Member in the JV/Consortium below 51% at any time during the License Period.
    - c) Dilution of stake of any consortium member in JV/ Consortium below 15% during the license period
  - 21.4. If the Licensee during pendency of the License Agreement becomes insolvent or is put under receivership by a competent court.
  - 21.5. If the Licensee is in persistent non-compliance of the written instructions of a DMRC officials.
  - 21.6. If the Licensee or any of their representatives cause an incident or accident that results in injury or death to DMRC employees/ commuters or loss to DMRC property.
  - 21.7. 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.

- 21.8. If any representation made or warranties given by the Licensee under this Agreement is found to be false or misleading.
- 21.9. 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.
- 21.10. 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.
- 21.11. If a resolution for voluntary winding up has been passed by the shareholders of the Licensee.
- 21.12. 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.

## **22. Surrender/ Termination of License Agreement by Licensee:**

- 22.1. 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 Security shall be forfeited in favour of DMRC after adjustment of outstanding dues, if any, payable to DMRC. No grace period shall be provided to licensee in such a case. DMRC may also recover the balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Security, from the other contracts of licensee in DMRC. Balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Security, shall also be recoverable from the licensee before licensee is permitted to remove their establishment(s) or else DMRC will seize their property treating as Zero/Nil value. DMRC shall be free to dispose-off the property / goods in whatsoever manner as it deems fit. Licensee shall have no claim for compensation or consideration / damages on this account.
- 22.2. 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 may give 180 days prior intimation to DMRC before completion of defined lock-in period of 2 years. In this instant case the prior notice can be given after 1<sup>1/2</sup> (One and half) years but option to exit is available only after 2 years. In such a case, balance Interest Free Security Deposit/ Performance Security of the Licensee shall be refunded after adjusting the outstanding dues, if any, payable on the part of Licensee. DMRC may also recover the balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Security, from the other contracts of licensee in DMRC. Balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Security, shall also be recoverable from the licensee before licensee is permitted to remove their establishment(s) or else DMRC will seize their property at Zero/nil value. DMRC shall be free to dispose-off the property / goods in whatsoever manner as it deems fit. Licensee shall have no claim for compensation or consideration / damages on this account.
- 22.3. If the Licensee is desirous of terminating the license after expiry of lock-in period of 2 years without serving any intimation period or shorter intimation period than 180 days, the



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

**23. Natural Completion of License Agreement:** In case of successful completion of the full term of 9 years of the License period, balance Interest Free Security Deposit/ Performance Security 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 also be recoverable from the licensee before licensee is permitted to remove their media or else DMRC will seize their property at Zero/Nil Value. 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. DMRC shall be free to dispose-off the seized goods in any manner as deemed fit & Licensee shall have no claim for compensation, damages etc on his account.

**24. Termination of License Agreement by DMRC:**

24.1. Provided that in the event of Licensee's Event of Default, DMRC shall give to the Licensee 15days 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.

24.2. If the Licensee failing to cure the default within 30 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 along with forfeiture of Interest Free Security Deposit after adjustment of dues payable by the licensee to DMRC. No representation of licensee shall be entertained after the expiry of cure period.

24.3. **Termination on Operational Ground:** DMRC reserves the right to terminate or withdraw a portion of 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 Security shall be refunded after adjusting outstanding dues, if any, payable by the Licensee. The Licensee voluntarily agrees not to seek any claim, compensation, damages or any other consideration whatsoever on any ground in this regard.

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

**25. Upon termination of this License Agreement for any reason whatsoever:**

25.1. On termination/ completion of License Agreement:

- a) All 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. DMRC may also recover the balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Security, from the other contracts of licensee in DMRC. Balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Security, shall also be recoverable from the licensee before licensee is permitted to remove their media or else DMRC will seize their property at Zero/Nil value. DMRC shall be free to dispose-off the property / goods in whatsoever manner as it deems fit. Licensee shall have no claim for compensation or consideration / damages on this account.
- 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.

25.2. Grace Period:

- a) 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 their 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.
- b) 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. 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 DMRC 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.

25.3. 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.

25.4. 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.

- 25.5. 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.
- 25.6. On termination of Agreement, DMRC shall have rights to re-market or to seal/ lock the Licensed Space.

**26. Represents and Warrants:**

- 26.1. 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.

26.2. 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.

## **27. Dispute Resolution**

### **27.1. Arbitration:**

- a) 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 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 upto 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.
- b) 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.
- c) **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.

- 27.2. **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.
- 28. Miscellaneous**
- 28.1. **Insurance and Waiver of Liability-** The Licensee will bear the cost, throughout the term of the License, for a comprehensive general liability insurance covering injury to or death of any person(s) while working in DMRC premises, including death or injury caused by the sole negligence of the Licensee or the Licensee's failure to perform its obligations under the agreement. The Licensee shall submit to DMRC, suitable evidence that the foregoing policy or policies are in effect. In the event of the default i.e. avoiding the insurance cover, the Licensee agrees and undertakes to indemnify and hold DMRC harmless against any liability, losses, damages, claims, expenses suffered by DMRC because of such default by the Licensee.
- 28.2. 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.
- 28.3. 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.
- 28.4. **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.
- 28.5. The Licensee shall comply with all the provisions of Labour Laws & regulation in force including but not limited to the Contract Labour (Regulation & Abolition) Act-1976 including any subsequent amendment thereof and the rules made there under. Licensee will indemnify DMRC Administration for any loss and damages suffered due to violation of its provision.

- 28.6. The Licensee will not ask for any claim or seek any compensation from DMRC if any installation of equipment at licensed premises at any station is not permitted due to court order/local laws/civil authorities.
- 28.7. The Licensee hereby indemnify the DMRC against any loss, damage or liabilities (including attorney's fees) arising as a result of any act of omission or commission on its part or on part of its personnel or/and in respect of non-observance of any statutory requirements or/and non observance of any condition which relates to this agreement.
- 28.8. The Licensee hereby agrees that DMRC shall have no responsibility as regards Licensee employees and the employees shall be the employees of Licensee only and shall not be construed under any circumstances as employees of DMRC. Licensee hereby indemnifies DMRC against the claims made by Licensee's employees against DMRC.
- 28.9. 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 Licensee. Licensee hereby undertakes to carry out police verification of its employees and submit the copy of same to Property Business Wing of DMRC in accordance with DMRC's policies regulations prevalent at that time.
- 28.10. The relationship between DMRC and Licensee under and/or in pursuance of this Agreement is as between Principal and Principal. Consequently, neither party shall be entitled to represent the other and/or make any commitment on behalf of and /or with traders or any other party. Furthermore, no relationship in the nature of Partnership or Association of persons is hereby being created or intended to be created between DMRC on the one hand and Licensee on the other hand in connection with and/or relating to business to be operated by Licensee at the said Licensed Premises.
- 28.11. **Misuse:** - The Licensee shall use the granted space under the Agreement only for those services provided therein and shall not use the same for any other purposes. In case, the Licensee carries on any business or uses the said Licensed Premises for any other purposes the License shall be deemed to have been misused and DMRC (Licensor) shall immediately terminate the Agreement. All liabilities for misused charges and misuser proceedings, if so initiated shall be that of the Licensee only. The Licensee shall indemnify and keep indemnified DMRC for any losses on this account.
- 28.12. **Compliance with the Law:** - The Licensed Premises and the fixtures and the appurtenances thereto (except those installed by DMRC) conform to every applicable requirement of law or duly constituted authority or the requirements of the carriers of all insurance on or relating to the Licensed Premises. The Licensee at its sole risk and expense, at all times during the term thereof promptly comply with all such requirements. The Licensee shall comply with all applicable statutes, ordinances, rules and regulations of central, state governments, municipal bodies, and all applicable rules and also regulations of the Delhi Fire department. The Licensee shall also comply with all rules and regulations under the Metro Railways (Operations and Maintenance) Act 2002 and also to instructions issued from time to time from the O/o Dy-Chief Engineer/Property Business i.e. Property Business Cell, DMRC. Non – compliance with rules/ regulations/ notices and laws may be treated as breach of contract and may lead to termination of contract and forfeiture of interest free security deposit and other payments. Licensee shall comply with and abide by the judgments passed from time to time by Hon'ble Supreme Court / High Court or any other judicial / quasi judicial body / authority. The same shall be the responsibility of Licensee.

- 28.13. **Transfer:** - The Licensee, during the tenure of this Agreement shall not transfer, assign or part with the Licensed Premises or any portion thereof permanently or temporarily to anybody else and shall not be allowed to take any person to share the accommodation nor in partnership without the prior written permission of the Licensor, nor shall they be entitled to allow any person to occupy the Licensed Premises or to use any part thereof save with the prior permission in writing of the Licensor except otherwise provided in this Agreement.
- 28.14. 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.

**29. Notices**

- 29.1. That any notice to be served upon DMRC shall be sufficiently served and given if delivered to-“General Manager/Property Business, 2<sup>nd</sup> Floor, A Wing, Metro Bhawan, Fire Bridge Lane, Barakhamba Road, New Delhi-110 001”
- 29.2. That any notice which may be required to be served upon the Licensee, shall be deemed to be served and given to the Licensee if delivered 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.
- 29.3. 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.
- 29.4. Only written instructions/ notices of any party shall be entertained by the other party.

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

**Details of Stations and Ticketing Counters**

**Table-A**

Sr.	Station	Ticket Office Machine (TOM)	Customer Care Centre (CCC)	Total Ticketing Counters	Tentative Revenue Operation Date (ROD) & Date of Handing Over
1	Mandi House - 6	4	2	6	Stations are already operational and shall be handed over within ten days of LOA payments
2	Janpath	4	2	6	
3	Central Secretariat L-6	4	1	5	
4	Khan Market	4	2	6	
5	JLN Stadium	7	2	9	
6	Jangpura	3	2	5	
7	Lajpat Nagar	3	2	5	
8	Moolchand	2	1	3	
9	Kailash Colony	1	2	3	
10	Nehru Place	4	2	6	
11	KalkajiMandir	4	2	6	
12	Govindpuri	4	2	6	
13	Okhla	2	2	4	
14	Jasola Apollo	3	2	5	
15	SaritaVihar	4	2	6	
16	Mohan Estate	3	2	5	
17	Tughlakabad	3	2	5	
18	Badarpur	11	2	13	
19	Sarai	2	2	4	
20	NHPC Chowk	2	2	4	
21	MewalaMaharajpur	3	2	5	
22	Sector-28	2	2	4	
23	BadkalMor	2	2	4	
24	Old Faridabad	2	2	4	
25	Neelam Chowk Ajrona	3	2	5	
26	Bata Chowk	3	2	5	
27	Escorts Mujesar	7	2	9	
	<b>Total</b>	<b>96</b>	<b>52</b>	<b>148</b>	



**Table-B**

Sr.	Station	Ticket Office Machine (TOM)*	Customer Care Centre (CCC)*	Total Ticketing Counters*	Tentative Revenue Operation Date (ROD) & Date of Handing Over
28	Kashmere Gate L-6	2	2	4	ROD=15-08-2016 and stations shall be handed over within 10 days of ROD
29	Lal Quilla	2	2	4	
30	Jama Masjid	2	2	4	
31	Delhi Gate	2	2	4	
32	NCB	2	2	4	ROD=.....2016 and stations shall be handed over within 10 days of ROD
33	Ballabgarh	2	2	4	
	<b>Total</b>	<b>12</b>	<b>12</b>	<b>24</b>	

The above details of ticketing counters are tentative. The actual handed over screens shall be taken into consideration.

### **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:
  - 1.1. The advertisement is prohibited from carrying information or graphic or other items relating to alcohol and tobacco products.
  - 1.2. The advertisement will have no objectionable and indecent portrays of people, products or any terms.
  - 1.3. The use of DMRC name, logo or title without prior written permission is strictly prohibited. No co-branding with the Licensor is allowed, without prior permission.
  - 1.4. No Surrogate advertisements are permitted unless application for placement of the same is accompanied by "no objection certificate" from the Ministry of Information and Broadcasting.
  - 1.5. Advertisements pertaining to achievements by different Governments, their Departments, Ministries, Government Undertakings, other Authorities or Political Parties shall be permitted. However, no advertisement of any political party, person etc. violating "Model Code of Conduct" shall be allowed during the period whereby "Model Code of Conduct" has been enforced by Election Commission.
  - 1.6. Station naming and branding shall not be allowed.
  - 1.7. Any type of audio advertisement shall not be allowed.
  - 1.8. All advertisement creative has to be approved by DMRC before display in metro premises.
  
2. **Negative List of Advertisements:** The Licensee shall take into account that the following types of advertisements are strictly prohibited:
  - 2.1. Nudity.
  - 2.2. Racial Advertisements or advertisements propagating caste, community or ethnic differences.
  - 2.3. Advertisement of drugs, alcohol, cigarette, or tobacco items.
  - 2.4. Advertisements propagating exploitation of women or child.
  - 2.5. Advertisement having sexual overtone.
  - 2.6. Advertisement depicting cruelty to animals.
  - 2.7. Advertisement depicting any nation of institution in poor light.
  - 2.8. Advertisement banned by the Advertising Council of India or by law.
  - 2.9. Advertising glorifying violence.
  - 2.10. Advertisements of destructive devices and explosives depicting items, weapons and related items.
  - 2.11. Lottery tickets, sweepstakes entries and slot machines related advertisements.
  - 2.12. Advertisements which may be obscene or contain pornography or contain an "indecent representation of women".
  - 2.13. Advertisements which may be defamatory, trade libellous, unlawfully threatening or unlawfully harassing.

**Annexure-11.3**

**Format of Bank Guarantee**

(The Bank Guarantee shall either be from State Bank of India or any other Nationalized Bank or other Scheduled Commercial Banks with/from branches located in Delhi only on non-judicial stamp paper of appropriate value)

BANK GUARANTEE NO. \_\_\_\_\_ dated \_\_\_\_\_

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

In favour of

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

WHEREAS: -

1. DMRC, with a view to augment its revenues through non-tariff measures and to part finance its project, had earlier invited Request for Proposal (RFP) for assigning -----  
----- (name of work).
2. The Licensee shall -----  
----- (name of work) in DMRC stations as specified in this Agreement at its own cost.
3. DMRC has agreed to provide to the Licensee the premises on “as is where is basis”, on the terms and conditions hereunder contained in this License Agreement.
4. This License is for a period of ----- years from-----, unless otherwise terminated/surrendered earlier or extended further.
5. The tender offer submitted by M/s \_\_\_\_\_ having their registered office at \_\_\_\_\_ has been accepted by DMRC vide LOA No. \_\_\_\_\_ dated \_\_\_\_\_.
6. As per the terms of the above mentioned LOA, the Licensee is required to -----  
----- on the sites handed over/approved to the Licensee for the duration of the License.
7. The Licensee is also required to make payments of License Fees & other dues as per contractual obligations and applicable taxes to DMRC.
8. The Licensee shall also: -
  - a) bear and pay all expenses, costs and charges incurred in the fulfilment of all its obligations under the License Agreement; and

- b) not assign or create any lien or encumbrance on the License hereby granted or on the whole or any part of the Project Facility nor transfer, lease/ License or part possession therewith save and except as expressly permitted by the License Agreement.
9. The Licensee is required to furnish an unconditional irrevocable Bank Guarantee for an amount of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) i.e. equivalent to six months of License fee duly escalated as per provisions of the License Agreement, as security for the performance and fulfilment of all its responsibilities and obligations as per the License Agreement. The Licensee has requested the Guarantor to issue the said Bank Guarantee in favour of DMRC.
10. Now, therefore at the request of the Licensee, the Guarantor has agreed to execute this Guarantee in favour of DMRC for the due payment of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only).

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

1. The Guarantor, as primary obligor shall, without demur, reservation, contest, recourse or protest and/or without reference to Licensee, pay to DMRC an amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only), on the same working day of receipt of a written demand from DMRC, calling upon the Guarantor to pay the said amount 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 honoured 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 fulfilment 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 Bank agrees that DMRC at its option shall be entitled to enforce this guarantee during its currency against the bank as a Principal Debtor in the first instance without proceeding against the Licensee and notwithstanding any security or other guarantee that DMRC may have in relation to Licensee's liabilities.
10. The guarantee hereinbefore contained shall not be affected by any change in the constitution of the Bank or of the Licensee.
11. The expressions "Bank" and "Licensee" hereinbefore used shall include their respective successors and assigns.
12. The Courts at Delhi shall have exclusive jurisdiction to adjudicate on any or all matter arising under this Guarantee.
13. 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
14. 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 six months longer than the anticipated expiry date of License Agreement.

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

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

Signature of authorized Bank official

Name: \_\_\_\_\_ Designation: \_\_\_\_\_ I.D. No.: \_\_\_\_\_

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

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

In the presence of:

Witness-1

Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Witness-2

Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Material Specification for renovation/ refurbish of premises

Approved - vendors – list		
Sl. No.	Items/Products	Approved Vendors
1	VITRIFIED TILES	Kajaria
		H&R Johnson (India)
		Naveen
		Somany
		Orient
		R K Ceramics
		Restile Ceramics Limited
		Asian Grando India Ltd
		Oasis (Maaarbomax Group)
		Euro Tiles
		Oracle Granito Limited (Marbitto Vitrified Tiles)
		Nitco
		2
Bell Ceramaics		
H&R Johnson (India)		
Mitco		
Regency Ceramics Ltd		
Somany		
Orient		
Kanzai Ceramic		
Raja Tiles		
Mridul Enterprises		
Italia		
Euro Tiles		
Hindustan Tiles		
3	TERRAZZO TILES	Nitco
		Hindustan Tiles
4	TACTILE	Pelican Ceramic Industries Pvt Limited
		UniStone Products (India) Pvt Ltd
		NimcoPretab Ltd
5	PVC FLOORS	Armstrong World Industries (India) Pvt Ltd
		Gerfloor India
		Tarken
		VeeKayPolycoats Limited
6	RAISED FLOORS	Hewelson/Kingspan Access Floors
		United Access Floors/United Insulation
		Uniflair
		Unifloor
		Acons
7	WOODEN FLOORS	Armstrong World Industriaes (India) Pvt Ltd
		Action Tesa (Action Buildwell)
		Pergo

Approved - vendors – list		
Sl. No.	Items/Products	Approved Vendors
8	PU COATAED FLOORS	Cipy Polyurethanes
		H C Associaates
		Pidilite
		Shalimar Paints
		Sika
9	GRC PAVING TILES	Unistone
		Nimco Prefab
		Hindustan Tiles
10	PAVERS & CHEQUERED TILES	UniStone Products (India) Pvt Ltd
		CCC Builders Merchant Delhi Pvt Ltd
		Nimco Prefab
		Hindustan Tiles
		Terra Firma (Now Terra Firma GRC& Concrete Industries)
		Nilco
		Hindustan Tiles
		Uttra Tiles
		OrasieGranito Limited (Marbito Vitrified Tiles)
11	MOSAIC TILES	Bisazza (Glass Mosaic Tiles)
		Mirdul Enterprises
		Italia
		Kenzai
		Opio
		Eon Ceramics
12	EMULSION PAINTS	ICI Dulux
		Modi Industries
		Acro Paints
		Asian
		Berger
		Nerolac
		Jenson & Nicholson
		Kamdhenu Paints
		Shalimar Paints
Sherwin Williams Paints		
13	SYNTHETIC ENAMELS	ICI Dulux
		Acro Paints
		Asian
		Berger
		Nerolac
		Jenson & Nicholson
		Kamdhenu Paints
		Shalimar Paints
		Sherwin Williams Paints
14	TEXTURE PAINTS	Spectrum
		Unitjile
		BarkeliteHylam (Surface Texture Division) "Heritage" Paints

Approved - vendors – list		
Sl. No.	Items/Products	Approved Vendors
		Texfin Products (M/s Niko)
		Acro Paints
		Birla
		ICI Dulux
		NCL AL TEK
		Kamdhenu Paints
		Bizzar
		Sherwin Williams Paints
15	POLYURETHANE PAINTS	MRF Paints
		Nerolac
		H C Associates
		Modi Industries Ltd (Paint Section)
16	WALL CARE PUTTY	J.K. White
		Unistone
		Birla (Aditya Birla Group)
		Shalimar Paints
		Gyproc Wall Putty (Saint Gobam)
17	GLASS 9Float / Toughened)	Float Glass India Ltd (Asahi float)
		Asahi Float (AIS)
		Modigaurd
		Glaverbel
		Saint Gobam
		Sejat
18	STRUCTURAL GLAZING FABRICATORS	PERMASTEELISA (INDIA) PRIVATE LIMITED
		Alufit (INDIA) Pvt Ltd
		SP Fabricators Pvt Ltd
		Alpro India
		AshooDecore (India) PvtLtd
		Innovators
		Façade India Testing Inc
19	ALUMINIMUM COMPOSITE PANEL	AlucoBond
		ReynobondMarketedd through Kawneer India Stockists
		HECTAFINECONSTECH INDIA PVT LTD)
		ALPOLIC (A Mitsubishi product)
		Alsgtrong
		Alex Panels
		AL STONE INTERNATIONAL
		Aludecor Lamination Pvt Ltd
		Alupan Composite Panels Pvt Ltd
20	GRC PRODUCTS (GARC Screen Panels etc.)	UniStone Products (India) Pvt Ltd
		Hindustan
		TERRA FIRMA GRC& CONCRETE Industries
21	WAX PLASTER	Unitile India Pvt Ltd
		Oikos India Pvt Ltd



Approved - vendors – list		
Sl. No.	Items/Products	Approved Vendors
		Acro Paints
22	GYPBOARD CEILINGS	Gyproc (Saint Gobain)
		Lafarge Boral Gypsum India Pvt Ltd
23	CALCIUM SILICAATE BOARD	Promat
		Hilux
		Acon Pan
		Aeroline
24	SS MS / GI POWDER COATED CEILING	Hunter Douglas
		Armstrong
		Durfum
25	ADHESIVES FOR TILES	Pidilite
		Araldite (Huntsman Advanced Materials
		Toyo Ferrous Crete (P) Ltd
		SumanyEzy Grout
		MYKLaticrete
		Maper
		Unistone Ultimate Tile Adhesive
26	TILE JOINT FILLER	Bal Adhesives and Grouts
		"Roff Rainbow Tile mate" of Roff Construction Chemicals Pvt Ltd
		Winsil 20/ malibu-tech
		Silicon Sealant of GE Bayer Silicone
		"Zentrival FM" of MC-Bauchemie (India) Pvt Ltd
		MYKLalcrete
		Toyo Ferrous Crele (P) Ltd
		Mapei
		Unistone Super Grout
27	POLY SULPHIDE SEALANTS	Pidilite
		STP Limited
		Sika
		CICO
		BASF
		FOSROC
		SWC
28	SILICONE SEALANTS	GE Bayer Silicones
		Dow Corning
		Sika
		McCoy Soudat
29	SILICON WATER REPELLANT SOLUTION	GE Bayer Silicons
		Metroark
		STP Limited
		MC Bauchemnic
		Choksey Chemicals
30	POL YURETHANE	3M
		SIKA

Approved - vendors – list		
Sl. No.	Items/Products	Approved Vendors
	SEALANTS	McCoy Soudal
31	PLYWOOD	DuroplySharda Ply Wood Industries
		Century Ply
		Kitply
		Green Ply wood
		Virgo Lam (M/s Virgo Industries - Virgo Plywoods Ltd)
		SwastikPlyboard Ltd (Swati Plyboard)
		Merino
32	BLOCKBOARD	Duroply-Sharda Ply wood Industries
		Century Ply
		Kitply
		Green Ply wood
		Virgo Lam (M/s Virgo Industries - Virgo Plywoods Ltd)
		Merino
33	LAMINATE	Decolam / Decolite (A Bakelite Hylam Product)
		Formica Corporation
		Sundek International Decorative Laminates
		BAKELITE HYLAM LTD
		Greentam Asia Pacific Pvt Ltd
		Merino
		Virgo Lam (M/s Virgo Industries)
34	PRE-LAMINATED PARTICLES BOARD	Novopan (GVK Group)
		Ecoboard
		Action Tesa (Action Buildwell)
		Bhutan Board
35	FLUSH DOORS	Kanchan Ply
		SwastikPlyboard Ltd (Swati Plyboard)
		Kutty's
		Diamond Flush Doors/Star Metal Forms P Ltd
		RaaVeeta
		Alpro Panels
36	COMPACT LAMINATION DOORS	Merino
		Greenlam Asia Pacific Pvt Ltd sturdy rest rooms and cubicals
		Green Ply wood
37	PRESSED STEEL DOOR FRAMES	Agew Steel Manufactures Pvt Ltd
		SenHarvic Windows Private Limited
		Oaynus
38	FIRE DOORS	Signum Fire Protection (I) Pvt Ltd
		Godrej & Royce Manufacturing Company Limited
		Radiant Fire Protection Engineers Pvt Ltd.
		NAVAIR International Ltd
		Sehgal&Sehgal
		ShaktiMet
39	SANITARYWARE	Hardware
		Cera

Approved - vendors – list		
Sl. No.	Items/Products	Approved Vendors
		Roca
		Pafrryware
		Euro
		Somany
40	SANITARY & BATH FITTINGS	Mayur/Othello
		Jaquar and Company Pvt Ltd
		Kohler
		Kingsion (Plastocraft Sanitary India Pvt Ltd
		Cauret
		Marc
41	FRAMELESS GLASS PARTITION FIXTURES	Dorma
		Hafele
		Dorset
		Dline
		Insta Hardware
		Hardwya
42	SPIDER FITTINGS/PATC H FITTINGS	Ozone
		Kitch
		Dunex
		Dline
43	ANCHOR FASTENERS	Hilti India
		BOSCH FISCHER
		Canon Fasteners
		Axel
		Boun Group
44	STONE GLADDING CLAMPS	Hilti India Pvt Ltd
		BOSCH FISCHER
		Canon Fasteners
		Boun Group
45	DOOR HARDWARE	Dorma
		Hafele
		Dorset
		Dline
		Hardwyn
		Ozone
		Heffich India Pvt Ltd
46	DRAINAGE PIPES	TirupatiPlastomatics
		Duraline
		Rex
47	DUCTILE IRON PIPES	Electro steel
		Jindal (Hissar)
48	CAST IRON ( A) S/S PIPES & FITTINGS (IS:1536) Kesoram	Kesoram
		KDPL
		NECCO
		HEPCO

Approved - vendors – list		
Sl. No.	Items/Products	Approved Vendors
49	GI & MS PIPES (IS: 1239 PART I & II, IS: 3589)	Jindal (Hissar)
		Surya
		SwastikPlyboard Ltd (Swati Plyboard)
		Prakash
50	GI FITTING MALLEABLE (IS: 1879 PART 1 TO X)	Zoloto
		Unik
		"R"
		KS
		DRP
51	UPVC PIPES & FITTINGS (IS: 4985-1981)	Finolex
		Supreme
		Prince
		Polypack
		Jindal Plast (India)
52	CPVC PIPES & FITTINGS	Flowguard - Astral
		Ajay
		Ashirwad
53	STONEWARE PIPES 7 GULLY TRAPS (IS:651)	Perfect
		Anand
		R.K.
		Priya
54	RCCDSPIPES (IS:458)	Pragati
		Jain Spun
		Daya Spun
		Usha
55	COPPER PIPES & FITTINGS	Mehta Tubes
		Rajoo
		Maxflow
56	HOPE PIPES & FITTINGS	Gebreti
		Reliance (hasti)
		Nosif
57	STAINLESS STEEL PIPES	Remi
		Jyooti Apex
		Kamdhenu
58	PPR PIPES & FITTINGS	Supreme
		Prince
		Uro-Allwin
59	POLYBUSYLEN E (PB) PIPES & FITTINGS	Georg Fischer
		Flexalen
60	MODIFIED BITTUMINOUS MEMBRANE ROOF WATERPROOFI NG	Multiplas Standard of Integrated Waterproofing Membrane Limited / SUPER THERMOLAY/POLYFLEX of STP Limited
		"LOTUS-3" of the Structural Waterproofing Co. Limited
		Sika
		Kemco
		KrytonBuildmat

Approved - vendors – list		
Sl. No.	Items/Products	Approved Vendors
		MBT
		FOSROC
61	INTEGRAL CRYSTALLINE WATERPROOFING METHOD	KrytonBuildmat
		Penetron
		Mapei
		Vandex International Ltd
62	POWDER COATINGS	Berger
		Nerocoat
		Jenson & Nicholson
		Jatun
		Radiant anodisersPvt Ltd
63	ALUMINIUM SECTIONS	Hindustan Aluminium
		Jindal Aluminium Ltd
		Bhoruka
		Bharat Aluminium Company Limited/vedanta BALCO
		Hindalco
64	HOLLOW SECTIONS, PIPES	Surya Pipes
		Hi - Tech pipes
		JSW
		JSPL
		Bihar (Bihar Tubes Ltd)
65	M.S. TUBES/ SECTIONS	Tata Metal
		Liyod Metal
		NSL Limited
		Bihar Tube Ltd
		Swastik Pipes Ltd
		JSWISPAT
		Rana
66	SS WORKS	Dharam Industries (FABRINOX)
		Ozone
		Jindal Stainless (JSL)
67	ROOFTING SHEETS	Roof fit ( Fibre Glass Roofing, Metal Roofing, galvalume Sheets)
		Wonder sheets (3 layer - UPVC Wonder Sheets Pro )
		I Loyd Insulations India Limited
68	METAL ROOFS	"TRACDEK" Interarch Building Products Pvt Ltd (Metal Roofing Sheet)
		TATA Bluescope (Metal coated and Pre-painted Sheets " Zinalume" "Colortionedd")
69	POLYCARBON AIC SHEETS	"Lexan" (SABIC Innovative Plastics) Danpalon
70	TENSILE FABRIC	Fenan
		Mehler

## Annexure-11.5

### Rules and Guidelines for Release of Electric Power

1. Electric power required for commercial activity within footprint of metro station is required to be sourced from existing available source of DMRC station; availing power supply from outside agencies in DMRC is not permitted. The disbursement of power at different stations shall be dealt with individually under separate connections.
2. The power supply connection released for commercial activity shall be from the available DMRC power network, which is reliable having adequate redundancy. DG supply will not be made available. The power fed shall be from normal source without backup network, Applicant's may however, provide UPS / Inverter at their cost if they so desire. Installation of DG set is not permitted.
3. Underground metro stations are already air-conditioned and hence separate AC for these are not required. In underground stations, installation of window / split AC are not permitted, in case of A/C requirement tapping of connection from chilled water line shall be given on chargeable basis, further work shall be done by Applicant. However, for elevated stations Applicant may provide AC at his own cost conforming to detailed specifications attached at Annexure-E.
4. DMRC will attempt to provide electricity at one point ; Applicant 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, Applicant may also undertake electrical work for extension of power from nominated source under DMRC supervision and complying all codal provisions as listed in DMRC specifications, upon payment of requisite fees of Rs. 10,000/- per feeder (one feeder with energy meter).
5. DMRC provides power supply up to leased premises on chargeable basis. For meeting the requirement following works shall be done:
  - a) Supplying and laying including end termination of suitable size (rating suitable for allowable electric load) LT FRLS cable (from source to nearest point) as per standard specifications.
  - b) Supplying and laying of meter box, energy meter and MCB for extending the power. Energy meters require periodic recharge if timely recharge is not done then electric supply is automatically disconnected.
6. Applicant shall extend power supply from this Meter box at his own cost. Please find attached list of approved makes and specifications to be complied for carrying out electrical works inside leased premises in Annexure-D. Applicant is also required to comply with necessary provision for fire safety in accordance with stipulations attached at Annexure-F. The work executed by Applicant shall be inspected by DMRC representative for ensuring compliance of specifications / stipulations of contract.
7. At the end of the contract (pre-mature surrender/termination, natural completion, etc.), all cable, energy meter, connected software, etc. shall be sole property of DMRC. The Applicant voluntarily and unequivocally agrees not to seek any claim, damage, compensation or any other consideration whatsoever on account of time and costs associated, in making provision of electricity.
8. Mode of power supply: If Applicant desires they may seek temporary or permanent connection. Temporary connection is given for limited time i.e. 30 days.

9. Permanent connection is given after ensuring all safety compliance and completion of electrical and fire safety works in leased premises in all respect.
10. During tenure of temporary power supply Rs.100/- per week per KW or part thereof shall be charged over and above applicable tariffs.
11. In case of failure to convert, the temporary connection to permanent within stipulated time, temporary connection charge shall be doubled. Format of application for temporary and permanent connection and lists of documents required are attached at Annexure- A& B.
12. Tariff: Rate of electricity shall be charged from Applicant at which concerned DISCOM would be charging, had they obtained electric connection from them.
13. The Licensee shall make provision for TOD energy meter as per latest guidelines of DERC.

**Format of Application for Temporary Power Supply**

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

**Procedure**

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



Format of Application for Permanent Power Supply

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

Procedure

1. After ensuring completion of all electrical works as per stipulations and completion of all safety requirements i.e. Fire safety, clearance by local fire service etc. Applicant shall apply to concerned PD / PB department in above form.
2. Electrical Department and Fire Department shall carry out inspection at site and if found complied, permanent electric connection shall be released.

Electrical Installation Test Report

SN	Description	Details
1	Name & Address of the Applicant	
2	Location	
3	Shop / Unipay Payment (Kiosk) Machine / Stall No.	
4	Connected Load	
5	Energy Meter S. No. & Make (Manufacturer's test report is to be enclosed)	

It is certified that all the electrical work at above installation have been carried out in compliance to the IE rules, IE acts adhering to the safety norms, rules and regulations of DMRC & that of any other statutory body. All men and material and temporary earthing have been removed from our end & the installation is fit for energizing.

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

Seal & Signature of the Applicant

Seal & Signature of Electrical Contractor

(Holding Valid License )

### Specifications for Electrical Works

1. Applicant is required to prepare all the plans/drawings for Electrical & Fire work to be carried by them and obtain prior approval of DMRC before execution. The work is required to be executed as per IE rules and through a licensed Sub Contractor. All costs associated with provision of electricity will be borne solely by the Applicant. The Applicant hereby voluntarily and unequivocally agrees not to seek any claim, damages, compensation or any other consideration whatsoever on account of time and cost associated in making provision of electricity.
2. For Elevated station, load up to 10 KVA shall be given in single phase & in case of underground stations, load upto 5KVA shall be given. Above this, it shall only be given in three phase. License is required to balance load at his end so that no unbalancing occurs at DMRC end.
3. Cables upto 6 Sq.mm will be of copper conductor and above 6 Sq.mm Aluminium conductors may be used. However in case of underground station, use of Aluminium 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, XLPEFRLSZH and conform to NFPA-70, BS-6724 and BS6724.
5. The meter along with MCB&ELCB box will be metallic and without any holes. DP MCB&ELCB is required for single phase supply. TPNMCB and ELCB are required in case of three phases. ELCB, cables, MCB rating for main connection shall be as per Table- 1.
6. Use of any PVC material is not permitted in the underground stations
7. Applicant will provide a separate protection for their electric requirement with proper discrimination with upstream breaker.
8. All materials specification must follow standards, codes and specification as used by DMRC in the E&M works.
9. In case, the Applicant draws power more than the sanctioned load, electricity connection may be disconnected. The electricity connection will be restored on first occasion only when Applicant pays necessary penalty as per DERC norms and removes excess load.
10. Only Galvanized Cable tray, Conduit, Cable Ladder shall be allowed.
11. Internal wiring of luminaries (Light Fittings) and Signage's in signage's panel shall also be FRLSZH in case of UG stations.
12. All Plastic accessories used in luminaries shall be non-flammable material, meeting all the NFPA requirements, preferable by UV and shall be suitable for application at UG station conforming to UL – 94 standards on flammability of material.

Table: 1 -- Rating of Electric Items

	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 copper conductor(for single phase )
	0.1 - 0.2	1	16, 30	3 Core x 4 Sq. mm copper conductor(for single phase )
	0.2 - 0.5	2	16, 30	3 Core x 4 Sq. mm copper conductor(for single phase )
	0.5 - 0.7	3	16, 30	3 Core x 4 Sq. mm copper conductor(for single phase )
	0.7-0.9	4	16, 30	3 Core x 4 Sq. mm copper conductor(for single phase )
	0.9-1.2	5	16, 30	3 Core x 4 Sq. mm copper conductor(for single phase )
	1.2-1.4	6	16, 30	3 Core x 4 Sq. mm copper conductor(for single phase )
	1.4-2.0	10	16, 30	3 Core x 4 Sq. mm copper conductor(for single phase )
	2.0-3.7	16	16, 30	3 Core x 4 Sq. mm copper conductor(for single phase )
	3.7-4.6	20	16, 30	3 Core x 4 Sq. mm copper conductor(for single phase )
	5.0-7.2	10	16, 30	4 Core x 6 Sq. mm copper conductor(for three phase )
7.2-10.0	16	16, 30	4 Core x 6 Sq. mm copper conductor(for three phase )	

10.0-18.0	25	25,30	4 Core x 10 Sq. mm copper conductor(for three phase )
18.0-25.0	40	40,30	4 Core x 16 Sq. mm copper conductor(for three phase )
25.0-35.0	63	63,30	4 Core x 25 Sq. mm copper conductor(for three phase )
35.0-40.0	63	63,30	4 Core x 35 Sq. mm copper conductor(for three phase )
40.0-50.0	63	100,30	4 Core x 50 Sq. mm copper conductor(for three phase )

List of Approved Makes

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

### Specification of Air Conditioner

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

#### General Technical Requirements

1. Air conditioners shall be suitable for 230V, 50 Hz single phase AC supply, capable of performing the functions as Cooling, Dehumidifying, Air circulating and Filtering.
2. The air conditioners shall be fitted with hermetically sealed type suction cooled reciprocating or discharge cooled rotary compressor (as applicable), compressor unit operating on Refrigerant R-22 with suitable rated capacitor start electric motor. It shall be equipped with overload protection. These shall be mounted on resilient mountings for quiet operation. The compressor shall conform to IS:10617 part (1)-1983 (amendment 1 & 2). Rotary compressor shall be covered by manufacturers test certificate.
3. The air conditioners shall be complete with automatic temperature control and cut - in and cut-out etc. for temperature range 16 degrees to 30 deg. C. The differential of the thermostat for cut-in and cut-out shall not be greater than +/- 1.75 deg. C. The Air conditioners may either be provided with adjustable step less type mechanical thermostat or electronic thermostat as per IS:11338:1985.
4. The filter pads provided shall be washable.
5. The cabinet of the evaporator unit and condensing unit shall be made from galvanized steel sheet of 1.0mm thick with galvanized coating thickness of 120 gm / sq. mtr and shall be provided with stiffness for robust construction and shall have rounded corners, steel parts/front panel etc. shall have stove-enamelled finish preceded by undercoat of anti-corrosive primer paint phosphating and through cleaning of the surface. Alternate methods of corrosion protection like plastic powder coating, electrostatic paintings are also acceptable in lieu of stove enamelled finish.
6. Overall power factor of the unit shall be at least 0.85 at capacity rating test conditions.
7. Maximum power consumption of the split air conditioners shall be at capacity rating test conditions.
8. Galvanized sheet shall conform to IS:277/2003.
9. Standard evaluation of cooling capacity shall be done by connecting indoor and outdoor units with piping of 5 mtrs length with six bends of standard radius. Connecting copper tubing shall have dimensions suitable for the compressors offered with model.
10. Refrigerant used shall be Freon-22.
11. Inbuilt protection in IDU against electrical faults shall be provided. Compressor current shall not flow through Indoor units.
12. The indoor units made of ABS/HIPS shall be of flame retardant and impact resistant life. ABS/HIPS indoor unit cabinet shall pass inflammability test requirement for Grade V-O as per

- UL-94. For impact resistance the unit duly packed, when dropped from a height of 1 Mtr. shall show no damage.
13. Display shall be LED/LCD and provided on indoor unit or on Handset or on both. These displays shall be selectable.
  14. Remote control (Cordless) shall be provided with one On/Off timer, selecting Fan speed(Three speeds) and setting up of temperature.
  15. Installation of pipes, Insulation and cables beyond 6Mtrs, if required:
    - i. Suction line copper pipe of 0.70mm thickness.
    - ii. Liquid line copper pipe of 0.70mm thickness.
    - iii. Expanded polyethylene foam or other suitable insulation tubing for suction line copper pipe.
    - iv. Drain pipe (15mm die flexible PVC pipe).
    - v. Suitable capacity 2 core PVC insulated copper wire 2.5mm to electrically connect both the units with each other.
  16. Installation: Location of ODU is to be finalized after approval from DMRC. The installation at site shall comprise the following work:
    - i. Mounting/Fitting indoor & outdoor units at the respective locations.
    - ii. (Laying refrigerant piping and connecting both the units after drilling hole/holes in the wall, if required. The thickness of the copper tubing shall not be less than 0.70mm.
    - iii. Insulating the suction pipe with expanded polyethylene foam 5mm tubing or other suitable.
    - iv. Laying 15mm drain pipe to throw out the condensate water being formed in the indoor unit and connecting it to station drain.
    - v. Leak testing the entire system.
    - vi. Charging Refrigerant gas in the unit.
    - vii. Suitable electric wiring between indoor and outdoor, upto switch AT location of indoor unit. Switch/Socket/Plug is also included.



Fire Safety Requirements

Kiosks: This category includes ATMs, Retails Outlet provided as bare space for a maximum area of 100 Sq m. Under this category, only fire Extinguishers are required is detailed in below in Table -1.

Table - 1

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

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

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

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

### 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/Companies Act, 2013, 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 & Equipment & Any Observation made by such Agencies, Which are acceptable to DMRC, shall be binding on the Applicant for Attention/Compliance.
3. that DMRC shall be entitled to disconnect the supply of energy by issuing a disconnection notice in writing, to the Applicant, if the Applicant is in default of payment of the due charges.
4. that the applicant shall pay the full amount mentioned in the Monthly/Bi-monthly Consumption Bill as raised by DMRC before the last date mentioned in such Monthly./Bi-monthly Bill. Applicant shall provide Test Report/Calibration report in regard to Energy Meter installed. DMRC may ask Applicant to recalibrate the Energy Meter whenever considered necessary.
5. that all or any taxes/duties, as may be levied on the supply of electricity to the Applicant by DMRC, shall be paid and borne by the Applicant.
6. that the Applicant agrees that DMRC would accept an application from the Applicant for reduction in load only after two years from the original sanction. All applications for load enhancement by the Applicant would be dealt with by DMRC as a new connection and DMRC would follow the procedure as in the case of a new connection.

7. that DMRC shall have the right to recover the fixed charges due as per applicable tariff for the remaining contracted period in case the contract is terminated prior to the expiry of the contracted period.
8. that all the electrical work done within the Applicant's premises including wiring, power outlets and gadgets are used and maintained properly for guarding against short circuits/fires and are as per the Indian Electricity Rule, 1956 and other applicable laws, statutory provisions and standards in force at the time, and indemnify DMRC against any loss accrued to the Applicant on this account. Further, the Applicant agrees that if there is any harm/loss to the property of DMRC or to any other third party due to fault in the electrical work, outlets or apparatus within the premises of the applicant, all the loss shall be borne by the Applicant.
9. to pay DMRC all costs and expenses that DMRC may incur by reason of a fresh service connection being given to the Applicant.
10. to indemnify DMRC against all proceedings, claims, demands, costs, damages and expenses that DMRC may incur by reason of a fresh service connection given to the Applicant.
11. to be bound by DMRC's conditions of supply, and all applicable acts and rules.
12. that DMRC shall not be responsible for any interruption/diminution of supply.
13. Others
  - 13.1 Applicant will have to provide a Low voltage switch-board with MCBs&ELCB's of required capacity with Electronics Static Energy Meters having provision of MDI, TOD etc. of required capacity at his cost conforming to relevant BIS standards and of approved make along with test certificate shall be arranged by the applicant. The meter shall be installed and sealed by DMRC, either within the premises of the applicant or at a common meter room/board. Applicant shall not tamper with or disturb the meter in any manner whatsoever, and shall be responsible for its safety.
  - 13.2 DMRC shall provide supply, if available, at one fixed point as per DMRC plan. All cabling work to tap off the supply from the fixed point and to avail it within his premises shall be done by the applicant. Approval to the layouts/schemes/details shall be taken from DMRC O&M wing.
  - 13.3 Only FRLS cable of required size shall be used for tapping off supply from DMRC fixed supply to Applicant premises in rigid GI Conduit pipe.
  - 13.4 Applicant will also do wiring within his shop/stall by using GI conduit or fire resistance PVC casing/capping. The Applicant shall use FRLS copper wire of the required size (the wiring scheme, the type of wiring, size of wires, various loads, plug point, light fan etc. shall be as per DMRC's approval).
  - 13.5 DMRC will provide Power Supply of single phase, 230V, 50Hz for a maximum connected load up to 10kW, Electrical load requirement exceeding 10 KW will be given on 3-phase, 415V, 50Hz subject to availability.
  - 13.6 Applicant shall be given only normal power supply available in station premises. Applicant may use suitable voltage stabilizers and power factor correction equipment as per his requirement. DMRC shall not be providing any standby power supply from station DG set or UPS.

- 13.7 Applicant shall not be permitted to use any standby Diesel Generator Sets. Applicant will only be permitted to use standby UPS/Inverter system which will also be taken as a part of total connected load.
- 13.8 The Total Demand Load & Total Connected load shall be treated as same. Applicant will have to pay applicable demand charges as per the Total Connected Load Only.
- 13.9 Applicant shall use Energy efficient lighting & shall provide proper Lighting fixtures, Lamps, Electronic Ballast etc. Applicant shall provide uniform & good illumination level not less than 100 Lux in any case.
- 13.10 Applicant shall use reputed Brand/make Electrical wiring and switch gear items. The Electrical Contractor/agency at Applicant's cost shall carry the entire work. DMRC's representative may inspect and supervise the work.
- 13.11 Applicant shall provide proper earthing connection as per the applicable standards and shall terminate the same to the DMRC's Distribution Board or to any other place as directed by the DMRC. Installation Test Report issued by licensed electrical wiring contractor in the prescribed format (available with the application form) and countersigned by the applicant shall be submitted by the Applicant. Every shop/property Development area must have enough Fire Extinguishers as stipulated.
- 13.12 Applicant will not be allowed to provide Room Heating appliance of any kind.
- 13.13. The power shall be supplied normally at the rate of 0.5 KVA/Sq.Mtr. of space licensed out. Minimum load to be given shall be 2 KVA on which the demand charges as applicable shall be paid by the Applicant. Additional power up to 10 kW on single phase and thereafter on three phase system if required by the Applicant will be supplied subject to availability at an additional cost and conditions to be stipulated by DMRC.
- 13.14. In case, Applicant draws power more than the connected load, his electricity connection shall be disconnected. The electricity connection will be provided back on first occasion only when Applicant pays necessary penalty as per State ERC norms and removes excess load. On the subsequent occasion, DMRC reserves the right to revoke the license and forfeit the interest free Performance Guarantee.
- 13.15 In case, the Applicant is found misusing Electricity or tampering with the Energy meter, a token penalty of Rs. 1000/- will be charged from him along with disconnection of power supply. Reconnection of power supply will be done only after charging Rs. 100/- as reconnection fee and clearance of all dues duly obtaining approval of Competent Authority of DMRC.
14. that the Applicant shall have no objection at any time to the rights of DMRC to supply energy to any other consumer from the service line or apparatus installed on the Applicant's premises.
15. that the supply shall be used for the purpose that it has been sanctioned by DMRC and shall not be misused in any way to serve any other purposes.
16. that the supply shall not be extended/sublet to any other premises.
17. that the Applicant's industry/trade has not been declared to be obnoxious, hazardous/pollutant by any Government agency and that no court orders are being infringed by grant of applied electricity connection at the Applicant's premises.

18. that DMRC shall be at liberty to adjust the electricity consumption charges along with any other charges against the consumption deposit paid by the Applicant, in the event of termination of the agreement prior to the expiry of the contracted period or in case of any contractual default.
19. that DMRC shall be at liberty to transfer the dues remaining unpaid by the Applicant, after adjusting the advance consumption deposit, to other service connections(s) that may stand in the Applicant's name.
20. to allow clear and unencumbered access to the meters for the purpose of meter reading, maintenance, inspection, checking, testing etc.
21. that DMRC shall be entitled to disconnect the service connection under reference in the event of any default and /or non-compliance of statutory requirements and/or in consequence of legally binding order by statutory authority(ies)/court of Law, without prejudice to the DMRC's rights to exercise its rights under law including that of getting its due payments as on the date of connection. The Applicant undertakes to pay penalty imposed by DMRC on its own discretion for the damages caused to the leased property on account of any default or non-compliance of any statutory requirements.
22. that all details furnished in this Requisition form are true to the Applicant's knowledge. If any information is found incorrect at a later date, the company will have the right to withhold/disconnect supply, as the case may be, and forfeit the advance consumption deposit.
23. The applicant acknowledges and accepts that the relationship of the applicant with DMRC is not that of a consumer and a Applicant but that of a commercial arrangement where the applicant has taken on lease/license premises of DMRC and the Electricity connection is being provided as a part of the above arrangement.

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

Date:

Place:

Signature of Applicant

(Full name)

Signed and delivered in the presence of:

Witness 1

Witness 2

Signature\_\_\_\_\_

Signature\_\_\_\_\_

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

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

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

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

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

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

List of Documents to be submitted along with Declaration

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

## DECLARATION

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

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

OR

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

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

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

The Applicant hereby agrees and undertakes:

1. That the Applicant desires to have and agrees with DMRC to take supply of energy for the above mentioned purpose, for a period of not less than two years from the date of commencement of supply and to pay for the energy so supplied and all other charges at the rates set out in the concerned State Electricity Regulatory Commission's Tariff Schedule and the miscellaneous charges for supply as may be in force from time to time, including advance Consumption Deposit etc.
2. that the Applicant shall have no objection for the DISCOMs to carry out Inspections of the Applicants' Meters & Equipments & Any Observation made by such Agencies, Which are acceptable to DMRC, shall be binding on the Applicant for Attention/Compliance.
3. that DMRC shall be entitled to disconnect the supply of energy by issuing a disconnection notice in writing, to the Applicant, if the Applicant is in default of payment of the due charges.
4. that the applicant shall pay the full amount mentioned in the Monthly/Bi-monthly Consumption Bill as raised by DMRC before the last date mentioned in such Monthly./Bi-monthly Bill. Applicant shall provide Test Report/Calibration report in regard to Energy Meter installed. DMRC may ask Applicant to recalibrate the Energy Meter whenever considered necessary.
5. that all or any taxes/duties, as may be levied on the supply of electricity to the Applicant by DMRC, shall be paid and borne by the Applicant.
6. that the Applicant agrees that DMRC would accept an application from the Applicant for reduction in load only after two years from the original sanction. All applications for load enhancement by the Applicant would be dealt with by DMRC as a new connection and DMRC would follow the procedure as in the case of a new connection.

7. that DMRC shall have the right to recover the fixed charges due as per applicable tariff for the remaining contracted period in case the contract is terminated prior to the expiry of the contracted period.
8. that all the electrical work done within the Applicant's premises including wiring, power outlets and gadgets are used and maintained properly for guarding against short circuits/fires and are as per the Indian Electricity Rule, 1956 and other applicable laws, statutory provisions and standards in force at the time, and indemnify DMRC against any loss accrued to the Applicant on this account. Further, the Applicant agrees that if there is any harm/loss to the property of DMRC or to any other third party due to fault in the electrical work, outlets or apparatus within the premises of the applicant, all the loss shall be borne by the Applicant.
9. to pay DMRC all costs and expenses that DMRC may incur by reason of a fresh service connection being given to the Applicant.
10. to indemnify DMRC against all proceedings, claims, demands, costs, damages and expenses that DMRC may incur by reason of a fresh service connection given to the Applicant.
11. to be bound by DMRC's conditions of supply, and all applicable acts and rules.
12. that DMRC shall not be responsible for any interruption/diminution of supply.
13. Others
  - 13.1 From the DMRC DB to main MCB / MCB of shops only XLPE insulated armoured copper conductor LSZH cables shall be used. Applicant will have to provide a Low voltage switch-board with MCBs&ELCB's of required capacity with Electronics Static Energy Meters having provision of MDI, TOD etc. of required capacity at his cost conforming to relevant BIS standards and of approved make along with test certificate shall be arranged by the applicant. The meter shall be installed and sealed by DMRC, either within the premises of the applicant or at a common meter room/board. Applicant shall not tamper with or disturb the meter in any manner whatsoever, and shall be responsible for its safety.
  - 13.2 DMRC shall provide supply, if available, at one fixed point as per DMRC plan. All cabling work to tap off the supply from the fixed point and to avail it within his premises shall be done by the applicant. Approval to the layouts/ schemes/ details shall be taken from DMRC O&M wing. The Applicant hereby voluntarily and unequivocally agrees not to seek any claim, damage, compensating or any other consideration what so ever on account of time and cost associated in making provision of electricity.
  - 13.3 That the use of any PVC material is not permitted in the underground stations.
  - 13.4 Applicant will also do wiring within his shop/stall/KIOSK by using GI conduit. The Applicant shall use FRZHL copper wire of the required size (the wiring scheme, the type of wiring, size of wires, various loads, plug point, light, fan etc. shall be as per DMRC's approval).
  - 13.5 DMRC will provide Power Supply of single phase, 230V, 50Hz for a max connected load up to 10 KW, Electrical load requirement exceeding 10 KW will be given on 3-phase, 415V, 50Hz subject to availability.



- 13.6 Applicant shall be given only normal power supply available in station premises. Applicant may use suitable voltage stabilizers and power factor correction equipment as per his requirement. DMRC shall not be providing any standby power supply from station DG set or UPS.
- 13.7 Applicant shall not be permitted to use any standby Diesel Generator Sets. Applicant will only be the permitted to use standby UPS/Inverter System with maintenance free battery. The Load of such standby UPS/Inverter system will also be taken as a part of total connected load.
- 13.8 The Total Demand Load & Total Connected load shall be treated as same. Applicant will have to pay applicable demand charges as per the Total Connected load only.
- 13.9 Applicant shall use Energy efficient lighting & shall provide proper Lighting fixtures, Lamps, Electronic Ballast etc. Applicant shall provide uniform & good illumination level not less than 100 Lux in any case.
- 13.10 Applicant shall provide proper earthing connection as per the applicable standards and shall terminate the same to the DMRC's Distribution Board or to any other place as directed by the DMRC. Installation Test Report issued by licensed electrical wiring contractor in the prescribed format (available with the application form) and countersigned by the applicant shall be submitted by the Applicant.
- 13.11 Fire Extinguisher: Every shop/ property Development area must have enough Fire Extinguishers as stipulated.
- 13.12 Applicant will not be allowed to provide Room Heating appliance of any kind.
- 13.13 The power shall be supplied normally at the rate of 0.5 KVA/sq. m. of space licensed out. Minimum load to be given shall be 2 KVA on which the demand charges as applicable shall be paid by the Applicant. Additional power up to 5 KVA on single phase and thereafter on three phase system if required by the Applicant will be supplied subject to availability at an additional cost and conditions to be stipulated by DMRC.
- 13.14 In case, Applicant draws power more than the connected load, his electricity connection shall be disconnected. The electricity connection will be provided back on first occasion only when Applicant pays necessary penalty as per State ERC norms and removes excess load. On the subsequent occasion, DMRC reserves the right to revoke the license and forfeit the interest free Performance Security.
- 13.15 In case, the Applicant is found mis-using Electricity or tampering with the Energy meter, a token penalty of Rs.1000/- will be charged from him along with disconnection of power supply. Reconnection of power supply will be done only after charging Rs. 100/- as reconnection fee and clearance of all dues duly obtaining approval of Competent Authority of DMRC.
14. that the Applicant shall have no objection at any time to the rights of DMRC to supply energy to any other consumer from the service line or apparatus installed on the Applicant's premises.
15. that the supply shall be used for the purpose that it has been sanctioned by DMRC and shall not be misused in any way to serve any other purpose.
16. that the supply shall not be extended/sublet to any other premises.

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

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{Applicable in case of company }