

DELHI METRO RAIL CORPORATION LIMITED



Request for Proposal

For Advertisement on one side of

Delhi Metro Smart Card (CSC)

(RFP–CSC)

Tender No. 04-18-A-0040-SC

May 2018

Delhi Metro Rail Corporation Ltd.

Metro Bhawan

Fire Brigade Lane, Barakhamba Road

New Delhi-11 00 01

India

Cost of RFP document: Rs 23,600/- (Rupees Twenty Three Thousand Six Hundred only) inclusive of 18% GST, which is non refundable.

Contents

1. Definitions	3
2. Invitation for Request for Proposal (RFP)	4
(NIT No. 04-18-A-0040-SC)	4
3. (A) Disclaimer	7
4. Objective and Scope	8
5. General Terms and conditions	9
6. Submission of Bids	14
7. INSTRUCTIONS FOR ONLINE BID SUBMISSION	17
8. Selection of Bidder	19
9. Miscellaneous	20
Annexure-1	22
Sample of Delhi Metro Smart Card	22
Annexure-2	23
Letter comprising the Bid	23
Annexure-3	25
On letter head of bidder	25
Details of the Bidder	25
(Each member in case of JV / Consortium).....	25
Annexure-4	26
Power of Attorney of Bidder	26
Annexure-5	27
Consortium Agreement/Memorandum of Agreement (duly stamped on stamp paper of adequate value).....	27
Annexure- 6	34
UNDERTAKING FOR DOWNLOADED TENDER DOCUMENT	
Annexure-7	34
Draft License Agreement	
Annexure- 8	50
<u>REPRESENTATIONS AND WARRANTIES</u>	
Annexure-9	50
Sample of Delhi Metro Smart Card	50
Annexure- 10	52
Format of Bank Guarantee	
Annexure-11.....	55
<u>UNDERTAKING FOR PAYMENTS THROUGH RTGS/NEFT/ECS MODE</u>	

1. Definitions

- 1.1. **"Advertising Spaces"** means the space available for printing of advertisement on one side of Delhi Metro Smart Card for which artwork shall be provided by Licensee and printing of the same shall be provided by DMRC in pursuance to License through bidding process.
- 1.2. **"Advertisements"** or **"Advertising"** means display of any art work which is not objectionable or prohibited under various statutes, codes, policies, etc as applicable from time to time.
- 1.3. **"Agreement"** means the License Agreement executed between DMRC and Selected Bidder in pursuance to bidding process through this RFP.
- 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. **"Art-work"** means the printable two dimensional matters provided for printing on one side of Delhi Metro Smart Card for the purpose of advertisement.
- 1.6. **"Bidder"** means any entity which is a sole proprietorship firm, a partnership firm or a company having registered office in India & incorporated under companies Act 1956/2013, or a combination of above in the form of Joint Venture (JV)/Consortium. which is submitting its bid pursuant to RFP Documents.
- 1.7. **"Bid Security"** means the refundable interest free amount to be submitted by the Bidder along with RFP documents to DMRC.
- 1.8. **"Delhi Metro Smart Card"** or **"Contactless Smart Card"** or **"CSC"** or **"Smart Card"** means the Card used by commuters of DMRC to travelling DMRC network.
- 1.9. **"License"** means the Advertising Rights granted by DMRC to the Selected Bidder for advertisements on one side of Delhi Metro Smart Card, under terms and conditions of this Agreement.
- 1.10. **"Licensee"** means the Selected Bidder, who has executed the License Agreement with DMRC pursuant to the conclusion of the bidding process.
- 1.11. **"License Fee"** means the amount payable by the Licensee to DMRC for advertisement space as per terms and conditions of the License Agreement.
- 1.12. **"License Period"** means a period of Three (3) years to be commenced as per Bid document.
- 1.13. **"DMRC"** means Delhi Metro Rail Corporation Limited.
- 1.14. **"Interest Free Security Deposit/ Performance Security"** means interest free amount to be deposited by the Licensee with DMRC as per terms and conditions of License Agreement as a security against the performance of the License agreement.
- 1.15. **"Selected Bidder"** means the Bidder who has been selected by DMRC, pursuant to the bidding process for award of License.

2. Invitation for Request for Proposal (RFP)**(NIT No. 04-18-A-0040-SC)**

- 2.1. The National Capital Region (NCR) comprises of the Indian Capital New Delhi, along with its satellite towns and 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. Presently, the Delhi Metro network consists of about 218 km with 164 stations along with six more stations of the Airport Express Link. The network has now crossed the boundaries of Delhi to reach NOIDA and Ghaziabad in Uttar Pradesh, Gurgaon and Faridabad in Haryana. The Phase 3 network is also nearing completion & is likely to be fully operational by June 2018.
- 2.2. The commuters of Delhi Metro are using Contactless Smart Cards (CSC) and Contactless Smart Tokens for the purpose of travel in Delhi Metro network. As on date about 70% of the Delhi Metro commuters are using Delhi Metro Smart Card (Contact Less Smart Cards "CSC") for travel purposes. Contactless technology-based smart cards having dimensions of 8.50cm X 5.40cm (45.90sqcm) are purchased by commuters by paying a partly refundable security deposit and desired travel value.
- 2.3. One side of the Delhi Metro Smart Card contains DMRC Art-work in the form of DMRC's logo and other details as shown in the Figure-1 on Annexure-1. However, the other second side of each Contact Less Smart Card contains a unique card ID which is engraved at one corner while keeping the other rest side of the card available for commercial advertisement in an area of 45.90sqcm (8.50cm X 5.40cm).
- 2.4. DMRC invites bid from interested parties, who may be a sole proprietorship firm, a partnership firm or a company having registered office in India & incorporated under companies Act 1956/2013 , or a combination of above in the form of Joint Venture (JV)/Consortium, for selection of Licensee for Advertisement rights on One single Side of Delhi Metro Smart Card. DMRC shall receive RFP Bids pursuant to this 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 last date specified in this document. Bidders may visit the DMRC stations and familiarise themselves with the proposed advertisement arrangements on the smart card and all activities necessary in this regard.
- 2.5. Salient features of Bidding Process:
- 2.5.1. DMRC has adopted a single-stage two packet Bidding Process for selection of a suitable highest Bidder for granting License as per bidding schedule.
- 2.5.2. For participation in e-tendering process, the Bidder(s) has to be registered on DMRC's e-tendering portal <https://eprocure.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".
- 2.5.3. Schedule of Bidding Process-

1.	Cost of Bid Document (Non-Refundable)	₹ 23,600/- (₹ 20,000/- + 18% GST) Cost of Bid 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 2,40,000/- in the form of DD/PO from scheduled commercial Bank drawn in favour of DMRC Ltd ,payable at New delhi
3.	Sale of Bid Document	From 08.05.2018 (From 10:00 Hrs) to 06.06.2018 (up to 15:00) on e-Tendering website https://eprocure.gov.in/eprocure/app For further information on this regard bidders are advised to contact on 23417910-12 (Ext: 534387), For technical queries related to Central Procurement Portal, Help Desk No: 0120-4200462, 0120-4001002
4.	Pre-Bid Conference	15.05.2018 at 11:00 Hrs at Metro Bhawan

6.	Last Date of receiving written queries by DMRC	17.05.2018
7.	DMRC's response to queries by	22.05.2018
8.	Last Date & Time of Submission (e-tender) of Bid online	06.06.2018 up to 15:00 Hrs
9.	Date & Time of Opening of Technical Bids online	07.06.2018 @ 15:00 Hrs
10.	Validity of Bid	Up to 180 days from the last date of submission of Bid.
11.	Authority and place for submission of Bid Document Cost and Bid Security	Office of: Dy. General Manager/ Property Business 3 th Floor, A Wing, Metro Bhawan, Fire Bridge Lane, Barakhamba Road, New Delhi-110001.

2.5.4. The cost of Bid Document and Bid Security for the above tender shall be accepted in the form of Demand Draft/Pay Order/ Banker's Cheque issued from a scheduled Commercial Bank in favour of "Delhi Metro Rail Corporation Ltd." payable at New Delhi. The cost of Bid Document and the Bid Security must be submitted in physical form, in original, on or before 1500hrs of last date of submission of online bid (E Tender) to Dy. General Manager/ Property Business, 3rd floor, A wing, Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi-110001. Bidders who fail to submit valid cost of Bid Document and Bid Security of appropriate amount in original 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 security of the selected Bidder shall be subsequently adjusted against the Interest Free Security Deposit/Performance Security. The bid security of unsuccessful Bidder(s) shall be refunded after award of contract, without considering any interest, thereof. If the Bidder withdraws his bid at any stage, his Bid Security amount shall be forfeited by DMRC. The bid shall be valid for a period not less than 180 day from last date of tender submission.

2.5.5. 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.

2.5.6. The Bid submissions must be made online after uploading the mandatory scanned documents towards Cost of Bid Document, Bid Security and other documents as stated in Bid Document.

2.5.7. Bidders shall note that the maximum file size that can be uploaded is 5MB. All the uploaded files in Bid submission should be named properly and arranged systematically. No special character/space should be there in the uploaded file name.

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

2.5.9. 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. (Illustration: Say If 'A' and 'B' are to members of JV/consortium. 'A' is having 70% equity holding in JV and 'B' is having 30% equity holding in JV. In such a condition, 70% of 'A's total turnover and 30% of 'B's total turnover will be taken into consideration for evaluation of eligibility of the JV.
- iii. 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.
- iv. 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.
- v. Minimum percentage stake of any member in JV/Consortium during license period (including lock-in period) shall not be less than 15%.
- vi. 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.

- vii. All members of such entity shall be jointly and severally liable for the performance of License Agreement.

- 2.5.10. 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.
- 2.6. The Bids submitted without cost of Bid document and EMD 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.
- 2.7. The Bidders are advised to keep in touch with e-tendering portal <https://eprocure.gov.in/eprocure/app> for updates.
- 2.8. DMRC reserves the right to accept or reject any or all proposals without assigning any reasons. No tenderer shall have any cause of action or claim against the DMRC for rejection of his proposal.
- 2.9. The tenderers may obtain further information/clarification, if any, in respect of the tender documents from the office of DGM/PB, Delhi Metro Rail Corporation, A-Wing, 3rd floor, Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi-110 001.
- 2.10. Undertaking for not being banned from Business: As on date of Bid submission DMRC/ any other Metro Organization (100% owned by govt.) / Ministry of Housing & Urban Affairs / Order of Ministry of Commerce, applicable for all Ministries must not have banned/debarred business with the tenderer (including any member in case of JV/consortium) as on the date of tender submission. The bidder should submit undertaking to this effect in Annexure 8 of the tender document. Also no contract of the bidder/tenderer executed in either individually or in a JV/Consortium, should have been rescinded/terminated by DMRC after award during last 03 years (from the last day of the previous month of tender submission) due to non performance of the bidder or any of JV/Consortium members. The bidder should submit undertaking to this effect in Annexure 5 (c) of the tender document.
- 2.11. After successful completion of tender processing, the Letter of Acceptance to the successful bidder shall be uploaded on the e-tendering portal <https://eprocure.gov.in/eprocure/app> which can be downloaded by successful bidder. LOA would also be E-mailed to the successful bidder.
- 2.12. In case of any grievances/complaints regarding this tender, please contact:

2.12.1. General Manager/ Property Business

Delhi Metro Rail Corporation Limited

3rd Floor, A-Wing, Metro Bhawan, Fire Brigade Lane, Barakhamba Road,

New Delhi -110001, Email Id: gmpb@dmrc.org, Phone No: 011-23418417

2.12.2. Chief Vigilance Officer

Delhi Metro Rail Corporation Limited

1st Floor, A –Wing, Metro Bhawan, Fire Brigade Lane, Barakhamba Road,

New Delhi -110001, Email Id: cvodmrc@gmail.com , Phone No: 011-23418406

Website:<http://www.delhimetrorail.com/vigilance.aspx>

Note: The Hindi version of NIT is also available on DMRC website. In case of any discrepancy between the English and Hindi versions, the English version shall prevail.

General Manager/Property Business

Delhi Metro Rail Corporation

3. (A) Disclaimer

- 3.1. This RFP is an invitation by DMRC to the Bidders for participation in the bidding process for selection of Licensee. This RFP is provided with information that may be useful to bidders in making their financial offers (Bids) pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by DMRC. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.
- 3.2. Information provided in this RFP 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.
- 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. DMRC, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise arising in any way for participation in this Bid Stage.
- 3.4. The issue of this RFP does not imply that DMRC is bound to select a Bidder or Licensee, as the case may be and DMRC reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever. Bidders shall bear all its costs associated with or relating to the preparation and submission of its Bid. Bidders are expected to carry out extensive study and analysis at their own cost, before submitting their respective Bids for award of the License Agreement. Any queries or request for additional information concerning this RFP Document shall be considered only if it is submitted in writing.

3. (B) Financial Eligibility criteria

Annual Turnover of the Bidder: Bidders shall have a minimum annual average turnover of Rs 129.00 lakhs in last 3 (three) audited financial statements/year [i.e 2014-2015, 2015-2016 & 2016-2017] i.e gross turnover of Rs.3.87 crore in last three financial year duly certified by the statutory auditor of the firm with stamp and signature as per Annexure 5 (A). Here, gross turnover shall mean turnover from all sectors (s) of business (es). The bidder shall upload audited financial statements including profit-loss account of above mentioned last three financial years. In case of JV/ consortium each relevant member of the JV consortium shall upload & submit the relevant audited financial statement. In case audited balance sheet of the last financial year is not made available by the bidder, they have to submit an affidavit along with certificate from their statutory auditor certifying that 'the balance sheet for 2016-2017 has actually not been audited so far'. In such a case the financial data audited of financial year 2013-2014 may be submitted, which will be taken into consideration for evaluation. If audited balance sheet of last three preceding years (other than the last financial year) is not submitted, the bid shall be considered as non-responsive and shall not be evaluated.

4. Objective and Scope

- 4.1. Objectives of License Agreement: Objectives of License Agreement are set herewith:
 - a. To augment non-operational revenue of DMRC through advertisements on C.S.C.
 - b. Position Delhi Metro as a most sought after location for advertising.
 - c. Provide value to the Corporate who advertises on Delhi Metro smart Card.
- 4.2. Scope of Advertisement on one single side of Delhi Metro Smart Cards- One of the sides of the Delhi Metro Smart Card contains DMRC Art-work in the form of DMRC's logo and other details as shown in the Figure-1 on Annexure-1. However, the other / second side of Delhi Metro Smart Card contains a unique card ID which is engraved at one corner while keeping the rest of the said side of the smart card available for commercial advertisement in an area of 45.90sqcm (8.50cm X 5.40cm).
- 4.3. As on date, DMRC is selling approximately 2.5 lakh to 3 lakh Smart Cards on monthly basis to DMRC commuters. DMRC shall provide Smart Cards for advertisement to the selected bidder for advertisement on one side. The successful bidder/licensee shall be charged for a minimum of two(2) lakh smart cards per month for advertisement there on or actual no. of cards provided for advertisement is higher.
- 4.4. Licensee shall be responsible for the following activities:-
 - a. Appoint an Authorized representative to interact with nodal DMRC representative to bring clarity in understanding of spaces, to coordinate and implement decisions taken.
 - b. Operate, manage and maintain the entire advertisement plans on the metro smart cards.
 - c. Management of artwork for advertising on one single side of Delhi Metro Smart Card including providing adequate professionally trained manpower.
 - d. Promote DMRC amongst one of India's top Destination Brands for Advertising.
 - e. 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.
 - 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.

5. General Terms and conditions

- 5.1. **Tenure of License**- License for Advertisement Rights on one side of DMRC smart card shall be for a period of three (3) years, to be commenced from the 46th day from date of issuance of LOA subsequent to payment of full LOA dues by selected bidder to DMRC in accordance with LOA. The tenure of license agreement may be extended further for period of 3 years on mutually agreed terms and conditions. The first quarter of the license agreement shall also start from 46th day of date of issuance of LOA. There shall also be a lock in period of One year from date of start of the license period. The licensee shall have an option to exit from the license / contract after the locking period of 12 month & after serving a prior notice of 180 days as detailed process given in Clause 8.5 of the RFP document.
- 5.2. As on date, DMRC is selling approximately 2.5 Lakhs to 3 lakh Smart Cards on monthly basis to DMRC commuters. DMRC shall provide Smart Cards for advertisement to the selected bidder. Licensee will be bound to provide artworks for minimum 2,00,000 (2 lakh) CSC per month in lots of 1,00,000 (one lakh) CSC(Contactless Smart Card). Selected bidder shall be liable for payment of License Fee for all of the provided Smart Cards for advertisement. DMRC will be ensuring continuous supply of Smart Cards as per demand of passengers. At no point of time, the demand shall be more than the supply of Smart Cards for sale. DMRC shall provide for advertisement all its smart cards as per requirement in a month & Licensee shall be liable to provide Artwork & pay for all such cards subject to minimum of 2 lakh cards / month .
- 5.3. **Regulations for Advertisement on one side of Delhi Metro Smart Card-**
- 1.1 Licensee shall be allowed to display advertisement by submitting Artwork for the scheduled/required quantity of Smart Cards only during a specified quarter. Artwork submitted for more than scheduled/required quantity of Smart Cards shall be accommodated in the next Quarter. If the licensee fails to provide art work for minimum of 2,00,000 (2 Lakh) CSC per month, DMRC can utilize the balance inventory as per its requirements Up to 2 lakh CSC per month. CSC to advertise its own art work at cost of licensee. Licensee shall not claim any compensation/ discount in this regard.
 - 1.2. Invoice for payment of license fee, etc. along with notice of schedule showing number of smart cards available for printing of art work in a quarter as mentioned below shall be served by DMRC by the 05th day of the month preceding to the quarter in which the artwork is to be utilized for advertisement on CSC. If the licensee fails to receive the invoice and intimation of available smart cards due to whatsoever reasons, the onus to collect the copy of the same from DMRC shall lie on the Licensee.
 - 1.3. The licensee shall submit its art works along with printing schedule for the upcoming three months latest by the 20th day of month preceding to the quarter in which the artwork is to be utilized for advertisement on CSC. The licensee shall be allowed to make modification in art works, modification/ addition/ deletion in number of smart cards to be printed with any specific art works, or any such details by the 25th day of month preceding to the quarter in which the artwork is to be utilized for advertisement on CSC.
 - 1.4. DMRC endeavours to print the advertisement Art-work as per schedule. In case of any delay beyond two months of the schedule, credit equivalent for remaining Smart Cards shall be provided to licensee in the next upcoming quarter after reconciliation of supply of actual advertised cards at stations.
 - 1.5. DMRC will require Art-work in the format, as per its requirements. Quality of print will not be the responsibility of DMRC, and no claim/compensation or any other consideration in this regard will be entertained. Licensee also agrees to comply with the directives of DMRC regarding designs as may be specified by DMRC.
 - 1.6. The Licensee shall submit its Artwork for Advertisement in Lots. The lot must be in multiple of 1,00,000(one lakh) per month CSC. DMRC shall advertise and charge for artwork on a minimum of 2,00,000 per month Smart Cards.
 - 1.7. In absence of advance Payments as per "Payment Terms", the Artwork shall not be processed for Advertisement. The Licensee shall not be entitled for any claim in this regard.
 - 1.8. On operational ground, DMRC reserves its right to withdraw any number of Smart Cards for printing/display of advertisement. The Licensee hereby voluntarily and unequivocally agrees not to seek any claim, damages, compensation or any other consideration, whatsoever on this account.
 - 1.9. On due submission of Artwork for advertisement, DMRC shall consider the approval of artwork in accordance with this agreement. DMRC shall send the approved artworks for advertisement. The range of Serial Number of the advertised number of Smart Cards shall be intimated to Licensee.

- 1.10. The advertised Smart Cards shall be distributed at all demand generated stations of DMRC and authorised vendors for sale of Smart Cards. DMRC reserves the sole right to release the cards from demand origination stations and will follow its own schedule in this regard. No cognizance will be given to the request for release of cards from any particular station. Such requests shall be rejected outright and licensee is advised not to make such requests.
- 1.11. The Licensee shall be provided with quarterly Actual sale details of the concerned Smart Cards upto two quarters for each lot. DMRC shall endeavour to sell the advertised Smart Cards through its network or authorised vendors. If all of the advertised Smart Cards are not sold, no claim and compensation of licensee shall be entertained in this regard.
- 1.12. Example for Submission and printing of Art-work

(For Example) Advance submission of Artwork for Qtr July - Sept 18 (Q1) of tender:-

Sr No.	Artwork of month	Last date of submission of artwork by licensee	Schedule of Printing of artwork	Printed artwork of smart card sent to metro stations	Max permissible date for smart card sent to metro stations
1.	July-18	Up to 20.06.18	31.07.18	31.08.18	30.09.18
2.	Aug-18	20.06.18	31.08.18	30.09.18	31.10.18
3.	Sept-18	20.06.18	30.09.18	31.10.18	30.11.18

Advance submission of Artwork for Qtr Apr-Jun 18 (Q2) (For Example):-

Sr No.	Artwork of month	Last date of submission of artwork by licensee	Schedule of Printing of artwork	Printed artwork of smart card sent to metro stations	Max permissible date for smart card sent to metro stations
1.	Oct-18	Up to 20.09.18	31.10.18	30.11.18	31.12.18
2.	Nov-18	20.09.18	30.11.18	31.12.18	31.01.19
3.	Dec -18	20.09.18	31.12.18	31.01.19	28.02.19

If the artwork is not printed & distributed as per the above said schedule, Relaxation of submission of next quarter artwork will be as follows:-

- All artwork of Q1 of the tender as given in example above (July to Sept 18) shall be printed & distributed on or before 30.11.2018. If supply of printed CSC will be late from the above schedule, credit equivalent to remaining CSC shall be provided to licensee in Q3 of the tender (jan to mar. 2019).
- In the same line of Para 1 above, All artwork of Q2 of the tender as given in Example above (Oct to Dec 18) shall be printed & distributed on or before 28.02.19. If supply of printed CSC will be late from the above schedule, credit amount of equivalent to remaining CSC shall be provided to licensee in Q4 of the tender (april to june 19).

If licensee fails to provide artwork for all the inventory of DMRC the license shall however be liable to pay the license fee for advertisement for a minimum Q2 lakh CSC for month, DMRC can utilize the balance inventory to advertise its own artwork. Licensee shall not claim any compensation/discount in this regard.

- The printed smart cards shall be issued to the sale counters at DMRC Metro stations as per demand.
- If the licensee fails to provide art work for all available inventories, DMRC can utilize the balance inventory to advertise its own art work. Licensee shall not claim any compensation/ discount in this regard. The licensee shall however be liable to pay L/F for minimum of 2 lakh CSC per month.

- 5.4. **Bid Variable:** The bidder shall quote the rate of License Fee per Smart Card "X" for printing of advertisement art work on one single side of Delhi Metro Smart Card in the bid form in both words as well as figures as given in Annexure-6. If there is a discrepancy between words and figures, the amount in words shall prevail.

5.5. License Fee and Payment Terms:

- a) License fee shall be payable by the licensee to DMRC for actual number of smart cards for Display of advertisement made available to the licensee by DMRC in a quarter, even if the licensee fails to utilize such number of smart cards. The bidder shall be liable to make payment to DMRC for the quantity of Smart Cards actually supplied and offered to the Licensee subject to a minimum of 2 Lakh CSC per monthx. The License Fee and other dues shall be payable on quarterly basis in advance. The actual supply of Smart Cards may vary from time to time. No claim in this regard shall be entertained.
- b) Licensee fee and other dues shall be payable on quarterly basis in advance by last working day of the previous running quarter. In absence of the required due payments, the artwork shall not be processed for advertisement.
- c) The Rate of License Fee for advertisement on one side of DMRC Smart Cards shall be escalated & increased annually by 5% on a compounding basis after completion of every one year of license period from the Commencement Date of License Agreement.
- d) The conciliation of license fee and other dues shall be carried out annually. Based on conciliation, the adjustment of license fee payable to DMRC shall be carried out along with payment of next quarter's License Fees.
- e) The licensee shall also pay GST as per applicable rates (presently @18%) along with their L/F. Any revision in rates of GST will also be applicable.
- f) The licensee un-conditionally agree to pay the L/F & other due in time & as and when due without waiting for any formal advise from DMRC.

5.6. Part or Non Payment of License Fee:

- a) The license fee + GST shall be payable by the last working day of the previous running quarter. Art work for only those numbers of cards has been forwarded for printing for which license fee shall be received by the last working day the previous running quarter. In such cases licensee will submit revised printing details of smart cards to be printed otherwise the decision of DMRC shall be final and binding to the licensee.
- b) 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 % 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.
- c) 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.
- d) 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.

5.7. Interest Free Security Deposit / Performance Security: The Licensee shall pay & deposit Interest Free Security Deposit/ Performance Security to DMRC in advance equivalent to License Fee of twelve (12) Lakh Smart Cards. The interest free Security Deposit/ Performance Security shall be accepted in the following form-

- a) Bank Draft/ bankers Cheque in favour of DMRC, payable at New Delhi & issue from a Scheduled Commercial Bank.
- b) Irrevocable Bank Guarantee in the prescribed format (Annexure-B of Draft License Agreement) issued by the State Bank of India or any other Nationalized Bank or other Scheduled Commercial Banks, acceptable to DMRC, from payable as branches located in Delhi. Bank Guarantee shall be valid for at least two years.

The Bank Guarantee shall be reimbursed and renewed before expiry of previous Bank Guarantee, failing which the previous Bank Guarantee shall be encashed by DMRC without any prior intimation. For last year of license period, the Licensee shall submit the Bank Guarantee valid for remaining license period plus six months and shall renew it, if required, till the final settlement of all accounts failing which the Bank Guarantee of the Licensee shall be encashed by DMRC.

Minimum 25% of Interest Free Security Deposit shall be accepted in the form of Demand Draft/Pay Order favouring DMRC Ltd payable at New Delhi and balance or 75% of remaining interest free security Deposit shall be paid to DMRC in the form of Bank Guarantee (BG) favouring DMRC Ltd. The Interest Free Security Deposit up to Rs 10,00,000/- shall be accepted in the form of Demand Draft/Pay Order only. The escalation on License fee and Interest Free security Deposit shall be at 5% after every one year of the License period on compounding basis. The scheduled commercial bank issuing the above bank guarantee must be on the SFMS (Structured Financial Messaging System) platform. A separate advice of the BG will invariably be sent by the BG issuing bank to the designated Bank of DMRC through SFMS and only after this, the BG will become operative and acceptable to DMRC. It is, therefore, in the interest of licensee to request the BG issuing bank to send advice of the BG through SFMS to the designated bank of DMRC. DMRC's designated bank at present for confirmation and sending of advice of bank guarantee is detailed as under:

ICICI Bank Limited
9A, Phelps Building, Connaught Place, New Delhi – 110001
IFSC Code-ICIC0000007

Interest free Performance Guarantee/ Security Deposits shall be refunded after the completion of full term of the license period i.e. 3 (three) years from commencement date of license Agreement or on surrender of the license by the licensee after giving 180 days advance notice of surrender & after locking period of one year, after adjustment of any dues payable to DMRC.

Interest free performance Guarantee/ Security deposit will be forfeited after termination of agreement on account of material Breach of contract, licensee's Event of default or non payment of dues by due date, after adjustment of any dues payable by licensee to DMRC. In such cases, DMRC reserves the right to recover balance outstanding amount, after adjusting the dues from forfeited interest free security deposit / performance security and advance license fee, if any including from other contracts in DMRC. However, no part of the forfeited interest free performance Guarantee/ security Deposit or advance license fee shall be refunded in any circumstances.

DMRC reserves the right for deduction of DMRC dues from Licensee's Interest free performance Guarantee/security deposit for:-

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

Once the amount under above clause is debited, the licensee shall replenish the interest free performance Guarantee/security Deposit to the extent the amount is debited within 15 days period, failing which, it shall be treated as licensee Event of Default, and DMRC shall be at liberty and within its right to terminate the license agreement on account of the default with immediate effect and without any prior intimation to the licensee by giving a termination notice. In case of such termination the provision of relevant clauses of DLA shall be applicable.

Interest free security Deposit up to 10(ten) lakhs will be paid by DD/PO only favouring DMRC Ltd. payable in New Delhi and drawn on any scheduled commercial bank.

Interest free Security Deposit /Performance security shall be escalated by 5% on compounding basis and paid to DMRC after completion of every year of license period. Licensee should pay it without waiting for any reminder from DMRC.

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

- 5.8. The property tax applicable, if any, on the property of DMRC shall be borne by DMRC.
- 5.9. GST and surcharge thereupon, if any as applicable from time to time, shall be borne by Licensee.
- 5.10. All other statutory taxes, statutory dues, local levies, as applicable (including those mentioned above) shall be charged extra and shall have to be paid 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.
- 5.11. Payment of stamp duty on registration of agreement, if required, to be executed, in pursuance of this license Bid shall be borne by Licensee.
- 5.12. Mode of Payment:- The licensee shall preferably make the payment of the above license fee and other dues to DMRC by E-mode i.e RTGS/NEFT for credit of the designated account of DMRC Ltd. After obtaining prior approval and complying with laid down procedure of DMRC Ltd. as per annexure -3 of this document. The details of such payment made with immediately submitted to DMRC Ltd. in the prescribed format. Payment of license fee/other dues can also be made by DD/PO in favour of DMRC Ltd. drawn on scheduled commercial bank in India and payable a branch of Delhi/New Delhi.

In no case, payments shall be allowed to remain outstanding for a period of more than 60 days. If at any stage, the dues remain outstanding for the period of more than 60 days, the license agreement will stand automatically terminated without giving any notice to the licensee and interest free performance guarantee/ security Deposit shall stand forfeited as per the provisions of the license Agreement.

6. Submission of Bids

- 6.1. No Bidder shall submit more than one Bid for this tender/RFP document. Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the draft License Agreement (Annexure-7) shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the License Agreement.
- 6.2. The Bid should be furnished in the format at Annexure2-6, clearly providing the details. The bidder shall clearly indicate financial offer in both figures and words, in Indian Rupees. In the event of any difference between figures and words, the amount indicated in words shall be taken into account. The bid documents shall be signed by the Bidder's Authorised Signatory.
- 6.3. Bid Security:-
 - a) Bidders are required to pay & deposit, along with its Bid, non refundable tender cost of Rs 23,600/- (including GST), a refundable bid security amounting to Rs.2,40,000/- (Rupees two lakh forty thousand Only). The Bid Security shall be acceptable in any of the following form -
 - i. Demand Draft or bankers cheque in favour of DMRC Ltd. payable at Delhi and issued by a scheduled commercial bank.
 - b) The Bid shall be summarily rejected, if it is not accompanied by tender cost & Bid Security. 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/ alter his Bid at any stage, his Bid security shall be forfeited by DMRC.
- 6.4. The Bidders shall submit a Power of Attorney as per the format at Annexure-4, authorising the signatory of the Bidder to commit the Bid. The Bid and all communications in relation to or concerning the Bid documents and the Bid shall be in English language.
- 6.5. The documents including this RFP and all attached documents, provided by DMRC shall remain or become the properties of DMRC and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid. The Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this clause shall also apply mutatis mutandis to Bids and all other documents submitted by the Bidders, and DMRC shall not return to the Bidders any Bid, document or any information provided along therewith.
- 6.6. The Bidder shall not have a Conflict of Interest that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. A Bidder shall be deemed to have a Conflict of Interest affecting Bidding Process if a constituent of such Bidder is also a constituent of another Bidder.
- 6.7. 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.
- 6.8. Verification of information: Bidders are encouraged to submit their respective Bids after visiting DMRC stations & visualising Delhi Metro Smart Card and ascertaining themselves the conditions, traffic, location, surroundings and other utilities for provision of advertisement on one side of Delhi Metro Smart Card, applicable laws and regulations and any other matter considered relevant by them.
- 6.9. 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 hereinabove necessary and required for submitting an informed Bid, execution of the License agreement(Annexure-7) 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 of profits, etc. from DMRC, or a ground for termination of the License Agreement by the Licensee;
 - f) acknowledged that it does not have a Conflict of Interest; and
 - g) Agreed to be bound by the undertakings provided by it under and in terms hereof.
- 6.10. 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.
- 6.11. 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 there under as & when required by DMRC. The bidder shall provide for verification any original document required.
- 6.12. Amendment of RFP
- a) At any time prior to the Bid Due Date, DMRC may, for any reason, modify the RFP by the issuance of Addenda / Corrigenda.
 - b) 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.
 - c) Any Addendum/ Corrigendum issued hereunder shall be uploaded on DMRC website www.delhimetrorail.com.
 - d) The Bidders are requested to get in touch with official web site of DMRC i.e. www.delhimetrorail.com for all updates on the Bid 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
- 6.13. Preparation and Submission of Bids
- a) Format and Signing of Bid: The Bidder shall provide all the information sought under this RFP 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 Bidders who have down loaded the RFP Document from the DMRC's website, should carefully note the following instructions:
 - i. The Bidders should ensure that the complete RFP Document has been downloaded.
 - ii. The printout of RFP Documents should be taken on an 'A4' size good quality paper. The printout should be same as available on DMRC's website. The print should be legible and indelible.
 - iii. The downloaded RFP Documents should have tamperproof binding.
 - iv. In case of any correction/addition/alteration/omission in the RFP as made available by DMRC, Document observed at any stage, the bid shall be treated as non-responsive and shall be rejected out-rightly.

- 6.14. Tenders have to be uploaded on e-tendering portal <https://eprocure.gov.in/eprocure/app> before the due date and time of tender submission. The tender security and cost of tender documents shall be submitted to the office of Dy. General Manager/Property Business, Delhi Metro Rail Corporation 'A'-Wing, 3rd Floor, Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi -110001. It shall be the responsibility of the bidder to ensure that their tender security and cost of tender documents reaches the designated officer before the schedule date and time for submission of bid. Tenders document Cost & Bid Security received after due date and time of submission of Bid shall not be accepted. DMRC will not be responsible for any delay, internet connection failure or any error in uploading the tender submission. The bidders are advised to upload their submissions well before the due date and time of tender submission to avoid any problems. DMRC shall not be responsible for tender security and tender cost delivered to any other place/person in DMRC (like DAK section/Tapal/Receipt Section, etc.) other than the designated officer and does not reach the designated officer before the dead line for submission. DMRC may, at its sole discretion, extend the deadline for submission of tenders by issuing an amendment. In such case, all rights and obligations of DMRC and the tenderer previously subject to the original deadline will thereafter be subject to the deadline as extended. Notwithstanding anything contained in this Tender Document, DMRC reserves the right to accept or reject any Bid offer and to annul the Bidding Process and reject all Bid offers, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefore. Applicants will not be considered if they make any false or misleading representations in statements/ attachments. If any submission is found false or misleading even at later stage (i.e, after the award of Tender) then also, DMRC may annul the award. Further, the Applicant may be blacklisted for participation in any future Tenders of DMRC. In such a case DMRC shall forfeit the EMD (if any), Security Deposit (if any) &/or any other payments made to DMRC. The Bidder are required to download the addendum, post bid queries etc. from e-Tendering portal <https://eprocure.gov.in/eprocure/app>
- 6.15. Bid documents submitted by fax, telex, telegram or e-mail shall not be entertained and shall be summarily rejected. Bid documents received after the due date shall be summarily rejected. Applications received without due bid security and tender cost amount shall be summarily rejected.
- 6.16. Bid Submission Date- Applications should be submitted online before due date and time at the address provided in the manner and form as detailed in this RFP document. Any bid application received after due date and time as prescribed in RFP document shall be summarily rejected.
- 6.17. Notwithstanding anything contained in this Bid document, DMRC reserves the right to accept or reject any Bid offer and to annul the Bidding Process and reject all Bid offers, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefore.
- 6.18. 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.

7. INSTRUCTIONS FOR ONLINE BID SUBMISSION

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

7.2 REGISTRATION

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

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.

7.3 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.

7.4 PREPARATION OF BIDS

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

b) Bidders are advised to go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as Tender Document for Awarding Exclusive Advertising Rights Inside Selected Metro Stations on Line No. 7 in DMRC Network [Page No. 17] 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 uploaded as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

d) To avoid the time and effort required in uploading the same set of standard documents which are required to be uploaded as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy,

annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

7.5 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 bank instrument of EMD as per the instructions specified in the tender document. The original instrument in physical form should be posted/couriered/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 uploaded by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Tender Document for Awarding Exclusive Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys.

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 (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

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.

7.6 ASSISTANCE TO BIDDERS

i) 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.

ii) 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.

iii) For any Technical queries related to Operation of the Central Public Procurement Portal Contact at: Mobile Numbers: 91 7878007972, 91 7878007973, 91 7574889871, 91 7574889874, 91 8826246593 Tel: The 24 x 7 Toll Free Telephonic Help Desk Number 1800 3070 2232. Other Tel: 0120-4200462, 0120-4001002. E-Mail: cphp-nic@nic.in

8. Selection of Bidder

- 8.1. Evaluation of Bids: DMRC shall open the Bids online on the Bid Due Date of Submission, at the place & time specified in this document and in the presence of the Bidders who choose to attend. DMRC shall subsequently examine and evaluate the Bids in accordance to this RFP document. The bidder who quotes the highest rate of the license fee shall be considered for further evaluation of Bid by DMRC. To facilitate evaluation of Bids, DMRC may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid

Tender Opening: Bids shall be opened online by the Tender Opening Committee of DMRC on due date and time of tender opening. The Bid security amount will be checked. Tender Document for selection of Licensee for Exclusive Advertisement Rights on smart card of Tender Document and details will be read out for the information of the representatives of Bidders. Technical bids of those Bidders who have not submitted Bid security and/or cost of tender documents shall not be opened. Tender which is accompanied by an unacceptable or fraudulent Bid Security shall be considered as non – compliant and shall be rejected. The Technical Bids of all the Bidders shall be opened in the presence of Bidders or their representatives who choose to attend on date & time as mentioned in the Tender Document. If such nominated date for opening of Tender is subsequently declared as a Public Holiday by DMRC, the next official working day shall be deemed as the date of opening of Technical Bids. The Tender of any Bidder who has not complied with one or more of the foregoing instructions may not be considered. The details will be read out for the information of representative of Bidders, present at the time of opening of Tender. On opening of the Tender, it will be checked if they contain Pre– Qualification, Technical & Financial Bids. Pre– Qualification & Technical bids of the Bidders not containing financial bids shall not be opened. DMRC shall prepare a record of opening of the Pre–Qualification, Technical & Financial Bids which shall include, the name of bidder and whether there is a withdrawal, substitution or modification; alternative proposals, and presence or absence of a Bid security + Cost of tender documents. The Bidders’ representatives who are present shall be requested to sign the record. The omission of a bidder’s signature on the record shall not invalidate the contents and effect of the record. The Bidders name, details of the Bid security and such other details as DMRC or their authorized representative, at their discretion, may consider appropriate will be announced at the time of tender opening. The sealed financial bids will be opened on a subsequent date after evaluation of technical bids. Financial bids of only those Bidders, whose submissions are found substantially responsive and technically compliant, will be opened. The time of opening of financial bids shall be informed separately to only those bidders who have qualified during Pre–Qualification and Technical evaluation stages and bidder(s) can be present to witness opening of Financial Bids.

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

- 8.2. After selection, Letter of Acceptance (the “LOA”) shall be issued, in duplicate, by DMRC to the Selected Bidder and the Selected Bidder shall, within 07 (seven) days of the issuance 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.
- 8.3. The first Quarterly Advance License Fee for 3 months and the Interest Free Security Deposit/ Performance Security equal to license fee for 6 months that is 12 (twelve) lakh smart cards shall be payable by the Successful Bidder within 30 (thirty) days from the date of issue of Letter of Acceptance (LOA), without consideration of any interest and up to 45 days with 2% flat interest on balance amount remains unpaid after 30 days of date & issue of LOA . If the successful bidder fails to deposit the required dues as mentioned in LOA within 45 days of date of issue of LOA, the Letter of Acceptance shall stand cancelled and amount of bid security shall be forfeited by DMRC. The bidder voluntarily and unequivocally agrees not to seek any claim, compensation, damages or any other consideration, whatsoever on this account.

- 8.4. After depositing the dues in accordance with LOA, the Selected Bidder shall execute the License Agreement, as provided under Annexure-7, within 30 days from the date of receipt of fresh payment as per issuance of the LOA. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the License Agreement.

9. Miscellaneous

- 9.1. The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at New Delhi shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process. Even in cases where DMRC required additional information from the bidder, the same cannot be advised as a reason for sitting any dispute.
- 9.2. DMRC, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- a) suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
 - b) consult with any Bidder in order to receive clarification or further information;
 - c) retain any information and/ or evidence submitted to DMRC by, on behalf of, and/ or in relation to any Bidder; and/ or
 - d) Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
 - e) During the bidding process no dispute of any kind shall be entertained
- 9.3. It shall be deemed that by submitting the Bid, the Bidder agrees and releases DMRC, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.
- 9.4. The RFP and License Agreement are to be taken as mutually explanatory /supplintly to each other and, unless otherwise expressly provided elsewhere in this RFP, 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.
- 9.5. Surrender/ termination of license agreement by licensee:
- 9.5.1 If the Licensee is desirous of surrendering the license hereby created before expiry of the lock-in period of 1 year, the License Agreement shall deemed to be foreclosed on the date mentioned in 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'0'/NIL value. DMRC shall be free to dispose-off the seized property / goods in whatsoever manner as it deems fit.Licensee shall have no claim for compensation or consideration / damages in this account
- 9.5.2 The Licensee shall have option to exit from the License Agreement immediately after completion of lock-in period of 1 year. For this, the licensee shall give 180 days prior intimation to DMRC which can be given before completion of defined lock-in period of 1 year. In this instant case the prior notice can be given after six month but option to exit is available only after one year. 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 treating as'0'/NIL value. DMRC shall be free to dispose-off the seized property / goods in whatsoever manner as it deems fit. Licensee shall have no claim for compensation or consideration / damages in this account.

- 9.5.3 If the Licensee is desirous of terminating the license after expiry of specified lock-in period of one year without serving any prior intimation period or shorter intimation period than 180 days, the agreement shall deemed to be terminated on completion of such improper/short 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) @ License fee for 2 lakh cards for every 30 days. 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. 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'0'/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 in this account.
- 9.5.4 **Natural completion of license agreement :-** In case of successful completion of the full term of the License period i.e. three (3) years of License Agreement, Interest Free Security Deposit/Performance Security of the Licensee shall be refunded after adjusting the outstanding dues, if any payable to DMRC by the Licensee. If balance outstanding dues are more than Interest Free Security Deposit/Performance Security, they 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'0'/NIL value. DMRC may also dispose of the same in any manner as deemed fit without reference or notice to the Licensee. DMRC reserves it right to recover the balance outstanding dues 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 this account.

Sample of Delhi Metro Smart Card

Side-1



DMRC own Artwork

Serial number

Side -2



Area & space available for advertisement

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

No:

Dated:

**To,
General Manager/Property Business,
3rd Floor, A Wing, Metro Bhawan,
Fire Bridge Lane, Barakhamba Road,
New Delhi-110001.**

Sub: Bid for Licensing of Advertisement Rights on One Side of Delhi Metro Smart Cards.

Dear Sir,

With reference to your RFP document No.....,I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for the aforesaid Advertisement Rights on One Side of Delhi Metro Smart Cards.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:
 - (b) I/ We have examined and have no reservations to the Bidding Documents, including Addendum / Corrigendum, if any, issued by DMRC; and
 - (c) I/ We do not have any conflict of interest in accordance with provisions of the RFP document; and
 - (d) 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
 - (e) 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 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 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 (as per annexure-7 of RFP) 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.

Signature of Bidder

9. I/ We have studied all the Bidding Documents carefully and also surveyed the DMRC network. 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 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 advertisement licensing rights 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, 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 RFP 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 bid 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 hereby submit bid 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.

(Following declaration is to be submitted only by the Bidders who have downloaded the RFP document from DMRC's website)

18. I / We declare that the submitted RFP documents are same as available on DMRC's website. 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

On letter head of bidderDetails of the Bidder**(Each member in case of JV / Consortium)**

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:
- 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	Proportion of Equity to be held in the JV	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 executants (s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*

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

Consortium Agreement/Memorandum of Agreement (duly stamped on stamp paper of adequate value)

This Consortium Agreement/Memorandum of Agreement is executed at New Delhi on this ____ day of _____, 2014

BETWEEN

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

AND

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

AND

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

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

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

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

NOW THIS CONSORTIUM AGREEMENT/MEMORANDUM OF AGREEMENT HEREBY WITNESSES:

1. That in the premises contained herein the Lead Member and the Participant Member having decided to pool their technical know-how, working experiences and financial resources, have formed themselves into a Consortium to participate in the Bid process for "....." in terms of the Bid invited by Delhi Metro Rail Corporation Ltd., (DMRC).

2. That the members of the Consortium have represented and assured each other that they shall abide by and be bound by the terms and conditions stipulated by DMRC for awarding the Bid to the Consortium so that the Consortium may take up the aforesaid ".....(name of work)" in case the Consortium turns out to be the selected Bidder in the bid being invited by DMRC for the said purpose.

3. That both the members of the Consortium have satisfied themselves that by pooling their technical know-how and technical and financial resources, the Consortium fulfills the pre-qualification/eligibility criteria stipulated for a Bidder, to participate in the bid for the said Bid process for "....."

4. That the Consortium have agreed to nominate any one of _____, _____ and _____ as the common representative who shall be authorized to represent the Consortium for all intents and purposes for dealing with the Government and for submitting the bid as well as doing all other acts and things necessary for submission of bid

documents such as Bid Application Form etc., Mandatory Information, Financial Bid. Etc., and such other documents as may be necessary for this purpose.

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

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

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

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

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

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

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 of this Consortium Agreement and the said project if awarded to the Consortium in the Memorandum & Articles of Association of the proposed Special Purpose Vehicle to be got incorporated by the Consortium Members to meet the requirements and stipulations of DMRC.

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

1. (_____)

Authorized Signatory

(_____)

For (Name of company)

2. (_____)

Authorized Signatory

(_____)

For (Name of company)

3. (_____)

Authorized Signatory

(_____)

For (Name of company)

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

(i) Execution of the Consortium Agreement, and

(ii) Appointing the authorized signatory for such purpose.

CERTIFICATE OF STATUTORY AUDITOR

(On the Letterhead of the Statutory Auditor)

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

Year wise detail of Annual Gross Turnover is as under:

Name of Bidder or member of JV	Annual Gross Turnover (from Advertisement Business)		
	2014-15	2015-16	2016-17
Name of Bidder or member(1) of Consortium/JV			
Name of Bidder or member(2) of Consortium/JV			
Name of Bidder or member(3) of Consortium/JV			
TOTAL			

Name & address of Bidder's Bankers:

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

Note:

- (i) Turnover as brought out in the audited annual financial results is to be indicated in above table and certified by the statutory auditor of the applicants.
- (ii) Average Annual Turnover from all sectors of business for each member of JV shall be indicated separately without consideration of ratio of participation in the current tender.

Affidavit cum undertaking duly (notarized)

(To be given separately by each consortium member on Stamp Paper of Rs. 10, duly notarized)

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

1. I say that I am the authorised signatory of(insert name of company/consortium member) (hereinafter referred to as "Bidder/Consortium Member") and I am duly authorised by the Board of Directors of the Bidder/Consortium Member to swear and depose this Affidavit on behalf of the bidder/consortium member.
2. I say that I have submitted information with respect to our eligibility for Delhi Metro Rail Corporation's (hereinafter referred to as "DMRC") Tender Document for licensing Exclusive Advertisement on one side of Delhi metro Smart card (CSC) 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.
***Strike out whichever is not applicable.**
3. I say that, we hereby also authorize and request any bank, authority, person or firm to furnish any information, which may be requested by DMRC to verify our credentials/information provided by us under this Bid and as may be deemed necessary by DMRC.
4. I say that if any point of time including the License period, in case DMRC requests any further/additional information regarding our financial and/or technical capabilities, or any other relevant information, we shall promptly and immediately make available such information accurately and correctly to the satisfaction of DMRC.
5. I say that, we fully acknowledge and understand that furnishing of any false or misleading information by us in our Bid shall entitle us to be disqualified from the tendering process for the said project. The costs and risks for such disqualification shall be entirely borne by us.
6. I state that all the terms and conditions of the Tender Document have been duly complied with.

DEPONENT

VERIFICATION:-

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

Verified at on this day of.....,2018.

DEPONENT

Undertaking as per Clause No. 2.1 (d) of RFA Document

(On non-judicial stamp paper of Rs. 100)

We do hereby undertake & confirm that DMRC/ any other Metro Organisation (100% owned by Govt.), Ministry of Housing and Urban Affairs / Order of Ministry of Commerce, applicable for all Ministries have not banned/debarred business with us as on the date of tender submission.

Also any work executed by us either individually or as member in a JV/Consortium, has not been rescinded/terminated by DMRC after award of contract to us during the last 3 years (from the last day of the previous month of tender submission) due to our non-performance either on our own or as a member of a JV/Consortium.

In case at a later date the undertaking is found to be false or incorrect, DMRC shall have the right to cancel the allotment/license and forfeit all payments made by the licensee including the interest free security deposit after adjustment of all dues payable by the licensee.

Stamp & Signature of Authorised Signatory of bidder

Note:

1. In case of JV/Consortium, the undertaking shall be submitted by each member of the JV/Consortium.
2. The undertaking shall be signed by authorised signatory of the tenderer. In case of JV/Consortium by the authorised signatory of the constituent members & duly counter signed by the authorised signatory of tenderer

UNDERTAKING FOR RESPONSIBILITY

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

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

1. That, we Solely undertake that _____ (Name of the Company/ consortium member) shall conduct all transactions/ correspondences and any other activity in connection with License agreement pertaining to Advertisement on one side of DMRC smart card (CSC)
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 all parties during the initial lock-in period of license agreement.
4. We also confirm that our consortium was made on Dt. _____, for seeking licensing of Advertisement on one side of DMRC smart card (CSC)

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

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

- Witness
- 1.
 - 2.

Annexure 6**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://eprocure.gov.in/eprocure/app>. We confirm that we have gone through the Tender Documents, addendum/corrigendum and clarifications up to the date of opening of bids on the e-tendering portal [<https://eprocure.gov.in/eprocure/app>]. We confirm our unconditional acceptance for the same and have considered these in the submission of our financial bid. We/I hereby give our acceptance to all the terms and conditions of the Tender Document as well as the draft licensee agreement.

Company Name _____

Name _____

Signature _____ Date: _____

Postal Address _____

E-Mail ID _____

Phone _____ FAX _____

Company Seal:

Draft License Agreement**Agreement No _____ of Year 2018**

THIS AGREEMENT entered into at Delhi on this the ____ day of _____ 2018 between Delhi Metro Rail Corporation Ltd. a company incorporated under the provisions of the Companies Act-1956 having its registered office at Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi-110001, India, hereinafter referred to as the "**DMRC**" (which expression shall unless repugnant to the context mean and include it's successors and assigns) of the **First Party**.

AND

M/s _____, a company incorporated under the provisions of the Companies Act-1956/2013 and having its registered office at _____ and represented by _____, hereinafter called "**Licensee**" (which expression shall unless repugnant to the context or meaning thereof include the successors and assigns) of the **Second Party**.

WHEREAS

- a) DMRC, with a view to augment its earnings through non-operating revenue, had invited Request for Proposal (RFP) from the interested parties for granting advertisement rights on one single side of Delhi Metro Smart Card through open e-bidding process. Based on fulfilment of eligibility criteria as laid down in RFP document, successful bidder/Licensee M/s has been selected for assigning **Advertisement rights** on one single side of Delhi Metro Smart Card.
- b) The commuters of Delhi Metro train are using Contactless Smart Cards (CSC) and Contactless Smart Tokens, , for the purpose of travel in Delhi Metro network. As on date about 70% of the Delhi Metro commuters are using Delhi Metro Smart Card (Contact Less Smart Cards "CSC") for travel purposes. Contactless technology-based smart cards having dimensions of 8.50cm X 5.40cm (45.90sqcm) are purchased by commuters by paying a partly refundable security deposit and desired travel value w.e.f 01.04.2017, the DMRC smart card is non refundable .
- c) One side of the Delhi Metro Smart Card contains DMRC Art-work in the form of DMRC's logo and other details as shown in the Figure-1 on Annexure-A. However, the other second side of each Contact Less Smart Card contain an unique card ID which is engraved at one corner while keeping the rest of the scope of the smart card available for commercial advertisement in an area of 45.90sqcm (8.50cm X 5.40cm).
- d) The selected bidder shall perform the obligations and exercise the rights under the Letter of Acceptance (LOA) dated, including the obligations to enter into the License Agreement, pursuant to the issue & acceptance of the aforementioned LOA for undertaking the License.
- e) Art work for advertisement on one side of Delhi Metro Smart Card shall be provided by the licensee at its own cost for prior approval of DMRC. The printing of, approved art work for, advertisement on one side of Delhi Metro Smart Card shall be done by DMRC.
- f) DMRC has agreed to provide to the license advertising right on one single side of Delhi Metro Smart Card on "**as is where is basis**", herein after referred to as "advertisement spaces", as mentioned below on the terms and conditions hereunder contained.
- g) Herein after referred to as Advertisement Spaces, on payment of License Fee + GST to DMRC on the terms and conditions hereunder contained in this License Agreement.
- h) The Licensee shall design, procure, market and sell advertising spaces / opportunities for advertisement on one side of Delhi Metro Smart Card as specified in this Agreement at its own cost.

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

- 2.0. The following documents shall be deemed to form an integral part of and be read and construed as part of this license agreement, namely:
 - 2.1. Letter of Acceptance no _____ dated _____.
 - 2.2. Request for Proposal (RFP), its Addendums & Corrigendum
 - 2.3. Any other document issued by / of DMRC forming part of the Bidding Process
- 3.0. The Licensee hereby covenants as follows: -

- 3.1. Licensee hereby assumes responsibility for Advertisement rights/space on one side of Delhi Metro Smart Card. Licensee shall be responsible for providing artwork for printing of Advertisement on one side of Delhi Metro Smart Card to DMRC as specified in this Agreement at its own cost. All the Artwork proposed by the Licensee shall be subject to prior approval by DMRC.
- 3.2. Licensee irrevocably agrees to make all payments including License Fee + GST & other applicable taxes as per this Agreement as and when due, without delay or demur and without waiting for any formal advice from DMRC in this regard.
- 3.3. The Licensee confirms having examined the advertisement potential on one side of Delhi Metro Smart Card. The Licensee also confirms full satisfaction as to the business viability of licensing of the advertisement spaces on one side of Delhi Metro Smart Card and hereby voluntarily and unequivocally agrees not to seek any claim, damages, compensation or any other consideration, whatsoever on this account. Licensee also confirms having made independent assessment of present and future market potential and no future claim what so ever regarding change in market circumstances shall be used by it as an alibi or excuse for non-payment of License Fee and other amounts due to DMRC under this License Agreement.
- 3.4. That DMRC and LICENSEE represent and warrant that they are empowered, authorized and able to enter into this agreement.

4.0. **Definitions**

- 4.1. **"Advertising Spaces"** means the space available for printing of advertisement on one side of Delhi Metro Smart Card where artwork shall be provided by Licensee and printing of the same shall be provided by DMRC in pursuance with this Agreement.
- 4.2. **"Advertisements"** or **"Advertising"** means printing of any pictures/artwork which are not objectionable or prohibited under various statutes, codes, policies, etc as applicable from time to time.
- 4.3. **"Agreement"** means this License Agreement executed between DMRC and Selected Bidder.
- 4.4. **"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.
- 4.5. **"Art-work"** means the two-dimensional printable matters provided for printing on one side of Delhi Metro Smart Card for the purpose of advertisement.
- 4.6. **"Commencement Date"** as defined in this License Agreement.
- 4.7. **"Delhi Metro Smart Card"** or **"Contactless Smart Card (CSC)"** or **"Smart Card"** means the Card used by commuters of DMRC to travel in DMRC network.
- 4.8. **"License"** means the Advertising Rights granted by DMRC to the Selected Bidder for advertisements on one side of Delhi Metro Smart Card, under terms and conditions of this Agreement.
- 4.9. **"Licensee"** means the Selected Bidder, who has executed the License Agreement with DMRC pursuant to the conclusion of the bidding process.
- 4.10. **"License Fee"** means the amount payable by the Licensee to DMRC for advertisement space as per terms and conditions of the License Agreement.
- 4.11. **"DMRC"** means Delhi Metro Rail Corporation Limited.
- 4.12. **"Interest Free Security Deposit/ Performance Security"** means interest free amount to be deposited by the Licensee with DMRC as per terms and conditions of License Agreement as a security against the performance of the License agreement.
- 4.13. **"License Period"** as defined in this License Agreement.
- 4.14. **"Selected Bidder"** means the Bidder who has been selected by DMRC, pursuant to the bidding process for award of License.

5.0. **Objective and Scope of Advertisement on one side Delhi Metro Smart Card**

5.1. **Objectives of License Agreement:** Objectives of License Agreement are set herewith:

- a. To augment non-operational revenue of DMRC through advertisements on C.S.C.
- b. Position Delhi Metro as a most sought after location for advertising.
- c. Provide value to the Corporates who advertises on Delhi Metro smart card.

5.2. **Scope of Advertisement on one side of Delhi Metro Smart Cards-** One single side of the Delhi Metro Smart Card contains DMRC Art-work in the form of DMRC's logo and other details as shown in the Figure-1 on Annexure-A. However, the other side of Delhi Metro Smart Card contains an unique card ID which is engraved at one corner while keeping the rest of the said side of the smart card available for commercial advertisement in an area of 45.90sqcm (8.50cm X 5.40cm).

As on date, DMRC is selling approximately 2.5 to 3.00 lakhs Smart Cards on monthly basis to DMRC commuters. DMRC shall provide Smart Cards for advertisement to the selected bidder for advertisement on one side . However, the supply of Smart Cards for advertisements may be more. DMRC is ensuring continuous supply of Smart Cards as per demand of passengers. The successful bidder/licensee shall be charged for a minimum of two lakh smart card per month for advertisement thereon or actual no of smart cards provided for advertisement whichever is higher.

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

- a. Appoint an Authorized representative to interact with nodal DMRC representative to bring clarity in understanding of spaces, to coordinate and implement decisions taken.
- b. Operate, manage and maintain the entire advertisement plans on the Delhi metro smart cards.
- c. Management of artwork for advertising on one side of Delhi Metro Smart Card including providing adequate professionally trained manpower.
- d. Promote DMRC amongst one of India's top Destination Brands for Advertising.
- e. 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.
- 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.

6.0. **Disclaimer**

- 6.1. 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.
- 6.2. The Licensee acknowledges that prior to execution of this Agreement, it has carefully assessed business prospects from advertisements on one single side of Delhi Metro Smart Card and that it will be fully responsible for all its assessment in this regard.
- 6.3. The Licensee confirms having seen / visited / assessed the potential of advertisement on one side of Delhi Metro Smart Card and fully understands and comprehends the technical, financial, commercial and investment requirements.
- 6.4. The Licensee also confirms that it has fully analyzed to its fullest satisfaction, business viability of the License and hereby voluntarily and unequivocally agrees not to seek any claim, damages, compensation or any other consideration, whatsoever on this account.

7.0. **Tenure of License-**

- 7.1. **Commencement Date of the license period** shall be wef the 46th day from date of issue of Letter of Acceptance (LOA) subsequent to payment of full LOA dues by selected bidder to DMRC in accordance with LOA.
- 7.2. Tenure of License for Advertisement Rights on one side of Delhi Metro Smart Card shall be for a period of three (3) years from Commencement Date. The tenure of license agreement may be extended for further for 3 years on mutually agreed terms and conditions. The first quarterly advance L/F shall become chargeable wef the 46th day of date of issue of LOA & be paid within 30 days of Date of issue of LOA along with IFSD. There shall also a lock in period of one year for date of start of the license period. The licensee shall have an option to exit & surrender the license/ contract after the locking period of 12 month as per detailed provisions given in clause 15 of DLA.

8.0. **Regulations for Advertisement on one side of Delhi Metro Smart Card-**

- 8.1. Licensee shall be allowed to display advertisement by submitting artwork for the scheduled/required quantity of Smart Cards only during a specified quarter. Artwork submitted for more than scheduled/required quantity of Smart Cards shall be accommodated in the next Quarter. If the licensee fails to provide art work for minimum of 2,00,000(2 lakh) CSC per month , DMRC can utilize the balance as per its requirements up to 2,00,000 CSC to advertise its own art work at cost of licensee. Licensee shall not claim any compensation/ discount in this regard.
- 8.2. Invoice for payment of license fee, etc. along with notice of schedule / requirement showing number of smart cards available for printing of art work in a quarter as mentioned below shall be served by DMRC by the 05th day of month preceding to the quarter in which the art work is to be utilized for advertisement on CSC. If the licensee fails to receive the invoice and intimation of available smart cards due to whatsoever reasons, the onus to collect the copy of the same from DMRC shall lie on the Licensee.
- 8.3. The licensee shall submit its art works along with printing schedule for the upcoming three months latest by the 20th day of month preceding to the quarter in which the art work is to be utilized for advertisement on CSC. The licensee shall be allowed to make modification in art works, modification/ addition/ deletion in number of smart cards to be printed with any art works, or any specific such details by the 25th day of month preceding to the quarter.
- 8.4. DMRC endeavours to print the advertisement Art-work as per schedule. In case of any delay beyond two months of the schedule, credit equivalent remaining Smart Cards shall be provided to licensee in the next upcoming quarter after reconciliation of supply of actual advertised cards at stations.
- 8.5. DMRC will require Art-work in the format, as per its requirements. Quality of print will not be the responsibility of DMRC, and no claim/compensation or any other consideration in this regard will be entertained. Licensee also agrees to comply with the directives of DMRC regarding designs as may be specified by DMRC.
- 8.6. The Licensee shall submit its Artwork for Advertisement in Lots. The lot must be in multiple of 1,00,000(one lakh) Smart Cards. DMRC shall advertise & charge for artwork on a minimum of 2,00,000 smart card per month .
- 8.7. In absence of advance Payments as per "Payment Terms", the Artwork shall not be processed for Advertisement. The licensee shall not be entitled for any claim in this regard.
- 8.8. On operational ground, DMRC reserves its right to withdraw any number of Smart Cards for printing/display of advertisement. The Licensee hereby voluntarily and unequivocally agrees not to seek any claim, damages, compensation or any other consideration, whatsoever on this account.
- 8.9. On due submission of Artwork for advertisement, DMRC shall consider the approval of artwork in accordance with this agreement. DMRC shall send the approved artworks for advertisement. The range of Serial Number of the advertised number of Smart Cards shall be intimated to Licensee.
- 8.10. The advertised Smart Cards shall be distributed at all demand generated stations of DMRC and authorised vendors for sale of Smart Cards. DMRC reserves the sole right to release the cards from demand origination stations and will follow its own schedule in this regard. No cognizance will be given to the request for release of cards from any particular station. Such requests shall be rejected outright and licensee is advised not to make such requests.

8.11. The Licensee shall be provided with quarterly Actual sale details of the concern Smart Cards upto upcoming two quarters for each lot. DMRC endeavour to sell the advertised Smart Card through its network or authorised vendors. If all of the advertised Smart Cards are not sold, no claim and compensation of licensee shall be entertained in this regard.

8.12. Example for Submission and printing of Art-work

(For Example) Advance submission of Artwork for Qtr July - Sept 18 (Q1) of tender:-

Sr No.	Artwork of month	Last date submission of artwork by licensee	Schedule of Printing of artwork	Printed artwork of smart card sent to metro stations	Max permissible date for smart card sent to metro stations
1.	July-18	Up to 20.06.18	31.07.18	31.08.18	30.09.18
2.	Aug-18	20.06.18	31.08.18	30.09.18	31.10.18
3.	Sept-18	20.06.18	30.09.18	31.10.18	30.11.18

Advance submission of Artwork for Qtr Apr-Jun 18 (Q2) (For Example):-

Sr No.	Artwork of month	Last date submission of artwork by licensee	Schedule of Printing of artwork	Printed artwork of smart card sent to metro stations	Max permissible date for smart card sent to metro stations
1.	Oct-18	Up to 20.09.18	31.10.18	30.11.18	31.12.18
2.	Nov-18	20.09.18	30.11.18	31.12.18	31.01.19
3.	Dec -18	20.09.18	31.12.18	31.01.19	28.02.19

If the artwork is not printed & distributed as per the above said schedule, Relaxation of submission of next quarter artwork will be as follows:-

1. All artwork of Q1 of the tender as given in example above (July to Sept 18) shall be printed & distributed on or before 30.11.2018. If supply of printed CSC will be late from the above schedule, credit equivalent to remaining CSC shall be provided to licensee in Q3 of the tender (Jan to Mar. 2019).
2. In the same line of Para 1 above, All artwork of Q2 of the tender as given in Example above (Oct to Dec 18) shall be printed & distributed on or before 28.02.19. If supply of printed CSC will be late from the above schedule, credit amount of equivalent to remaining CSC shall be provided to licensee in Q4 of the tender (April to June 19).
3. The printed smart cards shall be issued to the sale counters at DMRC metro stations as per demand
4. If the licensee fails to provide art work for all available inventories, DMRC can utilize the balance inventory to advertise its own art work. Licensee shall not clam any compensation discount in this regard. The licensee shall however be liable to pay license fee for advertisement for a minimum of 2 lakh CSC per month.

9.0. License Fee and Payment Terms

- 9.1. The Licensee shall pay Licensee Fee at the rate of Rs "**Y ieAccepted rate per smart card pursuant to Bidding Process**" per Smart Card for printing of advertisement artwork on one single side of Delhi Metro Smart Card.
- 9.2. License fee shall be payable by the licensee to DMRC for actual number of smart cards for display of advertisement made available to the licensee by DMRC in a quarter even if the licensee fails to utilize such number of smart cards. The likely supply schedule of Smart Cards shall be at the rate of 2.5 to 3.00 Lakhs per month. The bidder shall be liable to make payment to DMRC for the quantity of Smart Cards actually supplied and offered to the Licensee subject to a minimum of 2 lakh CSC per month. The License Fee and other dues shall be payable on quarterly basis in advance. The actual supply of Smart Cards may vary from time to time. No claim in this regard shall be entertained.
- 9.3. The license fee + GST for every quarter shall be payable by the last working day of the previous running quarter. Art work for only those numbers of cards shall be forwarded for printing for which license fee has been received by the last working day of month the previous running quarter. In such cases licensee will submit revised printing details of smart cards to be printed otherwise the decision of DMRC shall be final and binding to the licensee

- 9.4. Commencement of License Fee- License Fee shall commence from wef 46th day from date of issue of LOA subsequent to payment of dues by selected bidder to DMRC in accordance with LOA.
- 9.5. The first Advance quarterly License Fee for minimum 6(six) Lakh Smart Cards and interest free security for 12 lakh smart card deposit shall be payable within thirty (30) days from the date of issue of Letter of Acceptance (LOA) and before printing of first artwork for advertisement.
- 9.6. The rate of License Fee for advertisement on one side of DMRC Smart Cards shall be & escalated increased annually by 5% on a compounding basis after completion of each year of license period from the commencement date of license agreement.
- 9.7. Licensee shall pay the Quarterly License Fee and other dues in advance for the scheduled number of Smart Cards by last working day of the previous running quarter. In the absence of the required due payments, the artwork shall not be processed for advertisement.
- 9.8. The Licensee agrees voluntarily and unequivocally to make all payments to DMRC as & when due before the due date as per provided schedule, without waiting for any formal advice from DMRC. The conciliation of license fee and other dues shall be carried out yearly/annually. Based on conciliation, the adjustment of license fee payable to DMRC shall be carried out along with payment of next quarter's License Fees.
- 9.9. Mode of Payment:- The licensee shall preferably make the payment of the above license fee and other dues to DMRC by E-mode i.e RTGS/NEFT for credit of the designated account of DMRC Ltd. After obtaining prior approval and complying with laid down procedure of DMRC Ltd. as per annexure -3 of this document. The details of such payment made with immediately submitted to DMRC Ltd. in the prescribed format. Payment of license fee/other dues can also be made by DD/PO in favour of DMRC Ltd. drawn on scheduled commercial bank in India and payable a branch of Delhi/New Delhi.

In no case, payments shall be allowed to remain outstanding for a period of more than 60 days. If at any stage, the dues remain outstanding for the period of more than 60 days, the license agreement will stand automatically terminated without giving any notice to the licensee and interest free performance guarantee/ security Deposit shall stand forfeited as per the provisions of the license Agreement

9.10. **Non-payment of License fees and other dues.**

- a. The Licensee agrees voluntarily and unequivocally to make all payments as & when due before the due date, without waiting for any formal advice / invoice from DMRC. In case the licensee does not the invoice at least 7 days & due date, it shall be liable to collect the same from DMRC before due date of payment.
- b. Licensee shall periodically advise the details of payment deposited with & paid 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. If the licensee fails to pay the outstanding amount by the due date, a cure notice shall be served to the licensee to pay the outstanding amount of license fee within next 15days from the due date .However in case of non payment of dues, the art work will not be processed for advertisement on the cards.
- d. If the licensee fails to pay the outstanding amount within 15 days cure period a termination notice shall be served to the licensee to pay the outstanding amount of license fee within next 30 days from the expiry of due date of cure notice with interest @18% p.a on outstanding dues. No representation of the licensee shall be entertained in this period till the licensee pays the fee outstanding amount.
- e. If the licensee fails to pay the outstanding amount within the 30 days period of termination notice, the license agreement shall be liable to be terminated without any further notice. In case of termination of license agreement, the interest free security deposit/ performance security shall be forfeited after adjusting outstanding dues. If the outstanding dues are more than the interest free security deposit/ performance security, the balance amount shall also be recoverable from the licensee.
- f. Non-payment of License Fee and other dues within the prescribed date shall constitute Material Breach of Contract and Licensee Event of Default under this Agreement and shall entitle DMRC to terminate the License Agreement as per provisions stipulated in Agreement.

- g. Besides, the licensee shall pay an interest of 18% per annum on the amount of license fee & other dues payable remaining outstanding after the due date & falling in arrears. Interest shall continue to accrue on compounding on months rolling basis until the license fee & other dues are finally paid. Such interest shall be charged on outstanding dues for the actual day(s) of delay in payment
- h. Interest Free Security Deposit / Performance Security shall be forfeited on termination of contract. After adjustment of outstanding dues.
- 9.11. In no case, payments shall be allowed to remain outstanding for a period of more than 60 days. If any stage, the dues remain outstanding for the period of more than 60 days, the License agreement will stand automatically terminated without giving any notice to the Licensee and Interest Free Security Deposit / Performance Security shall stand forfeited after adjustment of all dues.
- 9.12. The licensee shall also pay GST as per applicable rates (presently @ 18%) along with the license fee. Any revision in rates of GST will also be applicable.
- 10.0. Interest Free Security Deposit / Performance Security**
- 10.1. The Licensee shall pay & deposit Interest Free Security Deposit / Performance Security to DMRC in advance equivalent to License Fee of Twelve (12) Lakh Smart Cards.
- 10.2. The interest free Security Deposit/ Performance Security shall be accepted in the following form:
- Bank Draft/banker's cheque in favour of "DMRC Limited", payable at New Delhi & issued from a Scheduled Commercial Bank, or
 - Irrevocable Bank Guarantee in the prescribed format (Annexure-B) issued by the State Bank of India or any other Nationalized Bank or other Scheduled Commercial Banks, acceptable to DMRC, from/payable at branches located in Delhi. Bank Guarantee shall be valid for at least two years. The Bank Guarantee shall be reimbursed and renewed before expiry of earlier Bank Guarantee, failing which the previous Bank Guarantee shall be 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 encashed by DMRC.
 - In case of a JV/Consortium, the Interest Free Security Deposit/ performance security is to be submitted in the name of its JV/ Consortium. However, splitting of the Interest Free Security Deposit/ performance security (while ensuring the Interest Free Security Deposit/ performance security is in the name of JV/ Consortium) and its submission by different members of the JV/ Consortium for an amount proportionate to percentage stake or otherwise is also acceptable.
- 10.3. DMRC reserves the right for deduction of DMRC dues from Licensee's Interest Free Security Deposit/performance security for: -
- Any amount imposed as a fine by DMRC for irregularities committed by the Licensee.
 - 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.
 - 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.
 - Any outstanding payment/claims of DMRC remained due after completion of relevant actions as per agreement.
- 10.4. Once the amount, as per above, is debited, the Licensee shall replenish the Security Deposit to the extent the amount is debited within 15 days period, failing which, it shall be treated as Licensee Event of Default, & DMRC shall be at liberty & within its rights to terminate the license agreement on account of the default with immediate effect & without any prior information to licensee by giving a termination notice. In case of such termination the provision of relevant clauses of DLA shall be applicable.
- 10.5. Minimum 25% of Interest Free Security Deposit shall be accepted in the form of Demand Draft/Pay Order favouring DMRC Ltd payable at New Delhi and balance or 75% of remaining interest free security Deposit shall be paid to DMRC in the form of Bank Guarantee (BG) favouring DMRC Ltd. The Interest

Free Security Deposit up to Rs 10,00,000/- shall be accepted in the form of Demand Draft/Pay Order only. The escalation on License fee and Interest Free security Deposit shall be at 5% after every one year of the License period on compounding basis. The scheduled commercial bank issuing the above bank guarantee must be on the SFMS (Structured Financial Messaging System) platform. A separate advice of the BG will invariably be sent by the BG issuing bank to the designated Bank of DMRC through SFMS and only after this, the BG will become operative and acceptable to DMRC. It is, therefore, in the interest of licensee to request the BG issuing bank to send advice of the BG through SFMS to the designated bank of DMRC. DMRC's designated bank at present for confirmation and sending of advice of bank guarantee is detailed as under:

ICICI Bank Limited
9A, Phelps Building, Connaught Place, New Delhi – 110001
IFSC Code-ICIC0000007

Interest free Performance Guarantee/ Security Deposits shall be refunded after the completion of full term of the license period i.e 3 (three) years from commencement date of license Agreement or on surrender of the license by the licensee after giving 180 days advance notice of surrender & after locking period of one year, after adjustment of any dues payable to DMRC.

Interest free performance Guarantee/ Security deposit will be forfeited after termination of agreement on account of material Breach of contract, licensee's Event of default or non payment of dues by due date, after adjustment of any dues payable by licensee to DMRC. In such cases, DMRC reserves the right to recovery balance outstanding amount, after adjusting the dues from forfeited interest free security deposit / performance security and advance license fee, if any including from other contracts in DMRC. However, no part of the forfeited interest free performance Guarantee/ security Deposit or advance license fee shall be refunded in any circumstances.

DMRC reserves the right for deduction of DMRC dues from Licensee's Interest free performance Guarantee/security deposit for:-

- e) Any amount imposed as a fine by DMRC for irregularities committed by the Licensee.
- f) 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.
- g) 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.
- h) Any outstanding payment/claims of DMRC remained due after completion of relevant actions as per agreement.

Once the amount under above clause is debited, the licensee shall replenish the interest free performance Guarantee/security Deposit to the extent the amount is debited within 15 days period, failing which, it shall be treated as licensee Event of Default, and DMRC shall be at liberty and within its right to terminate the license agreement on account of the default with immediate effect and without any prior intimation to the licensee by giving a termination notice. In case of such termination the provision of relevant clauses of DLA shall be applicable.

Interest free security Deposit up to 10(ten) lakhs will be paid by DD/PO only favouring DMRC Ltd. payable in New Delhi and drawn on any scheduled commercial bank.

Interest free Security Deposit /Performance security shall be escalated by 5% on compounding basis and paid to DMRC after completion of every year of license period. Licensee should pay it without waiting for any reminder from DMRC.

11.0. Taxes and Other Statutory Dues

- 11.1. GST and surcharge thereupon if any, as applicable time to time, shall be borne by Licensee.
- 11.2. The property tax applicable, if any, on the property of DMRC shall be borne by licensee
- 11.3. All other statutory taxes, statutory dues, local levies, as applicable (including those mentioned above) shall be charged extra and will have to be paid/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.
- 11.4. Payment of stamp duty on registration of agreement, if required, to be executed in pursuance of this tender will be borne by Licensee.

12.0. Rules & Regulation for Utilization of Advertisement Spaces

- 12.1. The Licensee shall submit the Art-work of the advertisement to DMRC for approval as per Scope of work.
 - 12.2. In this regard, a committee comprising of DMRC officials shall be formed for granting approval. The committee shall communicate its decision in writing within seven working days from the date of submission of proposals by Licensee to DMRC for print of advertisements. If the DMRC does not send any communication within seven working days of its receipt in Property Business wing, the proposal for approval of advertisement Art-work for that particular lot shall be considered deemed to be approved by DMRC and DMRC shall print the same on one side of Smart Card in pursuant to this License Agreement.
 - 12.3. If the art-work does not conform to the requirement as mentioned above, DMRC may reject the Art-work proposals, duly specifying the reason(s) thereof. Licensee shall resubmit their Art-Work / proposal after such modification and conforming to the requirement of DMRC for approval. DMRC shall print the approved Art-Work only at the Advertisement Spaces.
 - 12.4. If any approval is required to be taken from any local authority for print/display
 - 12.5. Display of the advertisement, the same is the sole responsibility of the Licensee. DMRC may assist in submission of application on written request from the Licensee.
- 13.0. **Factors Governing Selection of Permissible Advertisements-** The Licensee shall take into account the following aspects while selecting artwork for advertisements and abide by all the instruction of the authorized DMRC representative on the same:
- 13.1. The advertisement is not prohibited from carrying information or graphic or other items relating to alcohol and tobacco products.
 - 13.2. The advertisement will have no objectionable and indecent portrays of people, products or any terms.
 - 13.3. 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.
 - 13.4. 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.
 - 13.5. Advertisements pertaining to achievements by different Governments, their Departments, Ministries, Government Undertakings, other Authorities or Political Parties shall be permitted. However, no advertisement of any political party, person violating "Model Code of Conduct" shall be allowed during the period whereby "Model Code of Conduct" has been enforced by Election Commission. Further, no advertisement which violates "Model Code of Conduct" shall be permitted during the period whereby "Model Code of Conduct" have been enforced by Election Commission.
 - 13.6. **Negative list of Advertisements:** the licensee shall take into account that the following types of advertisements are strictly prohibited: =
 - 1.1 Nudity
 - 1.2 Racial advertisements or advertisements propagating caste, community or ethnic differences.
 - 1.3 Advertisements of drugs, alcohol, cigarette, or tobacco items.
 - 1.4 Advertisement propagating exploitation of women or child.
 - 1.5 Advertisements having sexual overtone.
 - 1.6 Advertisements depicting cruelty to animals.
 - 1.7 Advertisements depicting any nation or institution in poor light.
 - 1.8 Advertisements banned by the Advertising Council of India or by Law.
 - 1.9 Advertisements glorifying violence.
 - 1.10 Advertisements of destructive devices and explosives depicting items, weapons and related items.
 - 1.11 Lottery tickets, sweepstakes entries and slot machines related advertisements.
 - 1.12 Advertisements which may be obscene or contain pornography or contain an "indecent representation of women".
 - 1.13 Advertisements which may be defamatory, trade libelous, unlawfully threatening or unlawfully harassing.

14.0. **Penalty-**

14.1. DMRC can impose the fine on Licensee up to Rs.5,000/- per offence for the following offenses:

- a. Any staff of Licensee found in drunken condition / indulging in bad conduct.
- b. Any staff of the Licensee found creating nuisance on duty.
- c. Dishonour of drafts and Cheques given by Licensee in favour of DMRC. Cheques will be accepted only in emergency circumstances & prior approval of HOD level of officer.
- d. Misbehaviour with staff and commuters of DMRC.
- e. Not following safety and security norms as may be indicated by authorized representative of DMRC.

14.2. The option to impose fine, penalty, etc. under this License Agreement shall be exercised by DMRC official not below the rank of Deputy General Manager.

15.0. **Surrender of License Agreement by Licensee:-**

15.1.1 If the Licensee is desirous of surrendering the license hereby created before expiry of the lock-in period of 1 year, the License Agreement shall deemed to be foreclosed on the date mentioned in 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'0'/NIL value. DMRC shall be free to dispose-off the seized property / goods in whatsoever manner as it deems fit. Licensee shall have no claim for compensation or consideration / damages in this account

15.1.2 The Licensee shall have option to exit from the License Agreement immediately after completion of lock-in period of 1 year. For this, the licensee shall give 180 days prior intimation to DMRC which can be given before completion of defined lock-in period of 1 year. In this instant case the prior notice can be given after six month but option to exit is available only after one year. 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 treating as'0'/NIL value. DMRC shall be free to dispose-off the seized property / goods in whatsoever manner as it deems fit. Licensee shall have no claim for compensation or consideration / damages in this account.

15.1.3 If the Licensee is desirous of terminating the license after expiry of specified lock-in period of one year without serving any prior intimation period or shorter intimation period than 180 days, the agreement shall deemed to be terminated on completion of such improper/short 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) @ License fee for 2 lakh cards for every 30 days. 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. 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'0'/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 in this account.

15.1.4 **Natural completion of license agreement :-** In case of successful completion of the full term of the License period i.e. three (3) years of License Agreement, Interest Free

Security Deposit/Performance Security of the Licensee shall be refunded after adjusting the outstanding dues, if any payable to DMRC by the Licensee. If balance outstanding dues are more than Interest Free Security Deposit/Performance Security, they 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 '0'/NIL value. DMRC may also dispose of the same in any manner as deemed fit without reference or notice to the Licensee. DMRC reserves it right to recover the balance outstanding dues 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 this account.

16.0. 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:

- 16.1. If the Licensee is found guilty of persistently breaching “Factors Governing Selection of Permissible Advertisements” as stipulated in this Agreement.
- 16.2. 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.
- 16.3. If the Licensee fails to pay License Fee, utility charges, penalty or Damage herein specified or any other due to be paid by the Licensee to DMRC by the stipulated date.
- 16.4. If the Licensee during pendency of the License Agreement becomes insolvent or is put under receivership by a competent court.
- 16.5. If the Licensee is in persistent non-compliance of the written instructions of a DMRC officials.
- 16.6. If the Licensee or any of its representatives cause an incident or accident that results in injury or death to DMRC employees/ commuters or loss to DMRC property.
- 16.7. If the Licensee is in violation of any of the other Clauses of License Agreement and after three written notice (unless otherwise specifically mentioned therein) from DMRC fails to cure the Default to the satisfaction of DMRC.
- 16.8. If any representation made or warranties given by the Licensee under this Agreement is found to be false or misleading.
- 16.9. 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.
- 16.10. If a resolution for voluntary winding up has been passed by the shareholders of the Licensee.
- 16.11. 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.

17.0. FORCE MAJEURE

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

- a) Earthquake, Flood, Inundation, Landslide.
- b) Storm, Tempest, Hurricane, Cyclone, Lighting, Thunder or other extreme atmospheric disturbances.
- c) Fire caused by reasons not attributable to the Licensor.
- d) Acts of terrorism

- e) War, hostilities (Whether war be declared or not), invasion, act of foreign enemy, rebellion, riots, weapon conflict or military action or civil war.
- f) Strikes or boycotts, other than those involving the Licensee, its contractors, or their employees, agents etc.
- g) Any other similar things beyond the control of the party, except court order/ court judgment/action of civic authorities.

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

18.0. 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 their contractors/ sub-contractors/sub-Licensees. The Licensee shall indemnify and keep indemnified DMRC against all such damages and compensation; all claims proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto.
- 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 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.
- 18.6. The Licensee hereby undertakes to discharge all statutory obligations and liabilities in connection with employment of its personnel in the said premises. Licensee hereby indemnifies DMRC against any liability arising in connection with the employment of its personnel in the said premises 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.
- 18.7. The Licensee shall indemnify DMRC from any claims that may arise from the statutory authorities against any statutory taxes, statutory dues, local levies, etc. in connection with this License.
- 18.8. The Licensee shall indemnify DMRC from any serious accident caused due to negligence of the Licensee, resulting in injury, death to commuters or DMRC employees or loss to DMRC property during the currency of license agreement.
- 18.9. The Licensee shall be liable for and shall indemnify, protect, defend and hold harmless DMRC, DMRC's officers, employees and agents from and against any and all demands, claims, suits and causes of action and any and all liability, costs, expenses, settlements and judgments arising out of the failure of the Licensee to discharge its obligations under this clause and to comply with the provisions of Applicable laws and Applicable Permits.
- 18.10. The Licensee shall indemnify and keep indemnified DMRC for any losses/ penalties on this account levied by any Judicial/ Statutory Authorities/ Courts on Licensee.
- 18.11. Insurance and Waiver of Liability: The Licensee shall bear the cost, throughout the term of the License, for a comprehensive general liability insurance covering injury to or death of any person(s) while working in DMRC premises, including death or injury caused by the negligence of the Licensee or the Licensee's failure to perform its obligations under the agreement. Upon DMRC's request, the Licensee shall submit to DMRC, suitable evidence that the foregoing policy or policies are in effect. In the event of the default i.e. avoiding the insurance cover, the Licensee agrees and undertakes to indemnify and hold the licensor harmless against all liabilities, losses, damages, claims, expenses suffered by the licensor as a result of such default by the Licensee.

19.0. Termination of License Agreement by DMRC

- 19.1. In case the licensee fails to rectify the Event of Default to the satisfaction of the DMRC within the cure period of 15 days, then DMRC shall be within its rights to terminate the License Agreement by giving a 30 days termination notice. The Licensee voluntarily agrees not to seek any claim, compensation, damages or any other consideration whatsoever on any ground in this regard.

In case of termination of agreement on account of Licensee's Event of Default, the interest free Security Deposit/ Performance Security and advance license fee paid shall be forfeited in favour of DMRC. Any outstanding dues payable to DMRC shall be adjusted/ recovered from the advance license fee and forfeited interest free Security Deposit/ Performance Security. Balance outstanding dues, if remaining after adjustment of outstanding dues from the advance license fee and interest free Security Deposit / Performance Security, shall also be recovered from the licensee.

- 19.2. On Operational Ground: DMRC reserves the right to terminate the License Agreement by giving three months advance notice on operational ground. The License agreement shall stand terminated after expiry of three months notice and the interest free Security Deposit/ Performance Security & advance license fee, if any 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.

20.0. On termination of the license agreement-

- 20.1. On termination of License Agreement, for what so ever reasons, only those artwork shall be allowed for advertisement for which License Fee and other dues are already submitted & paid to DMRC against the offered inventory of Smart Cards for advertisement before the date of termination. No new inventory of Smart Card shall be offered for advertisement and no new artwork shall be accepted for advertisement after termination of License Agreement.
- 20.2. 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 under this agreement without prejudice to rights and remedies applicable under the law. The final settlement of dues shall take place after termination of License Agreement.
- 20.3. 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.
- 20.4. On termination of Agreement, DMRC shall have rights to re-market the Advertisement Spaces on the DMRC Smart card.

21.0. Dispute Resolution

- 21.1. **Arbitration:** All disputes relating to this agreement or claims arising out of or relating to this agreement or breach, termination or the invalidity thereof or on any issue whether arising during the progress of the services or after the completion or abandonment thereof or any matter directly or indirectly connected with this agreement shall be referred to Arbitrator(s) appointed by Director, DMRC on receipt of such request from either party. Matters to be arbitrated upon shall be referred to a sole Arbitrator if the total value of the 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 shall 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.
- 21.2. 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.

- 21.3. Rules governing Arbitration Proceedings: The Arbitration Proceedings shall be governed by Indian Arbitration and Conciliation Act 1996, as amended from time to time including provisions in force at the time the references made. During the pendency of arbitration proceedings, the Licensee shall continue to perform and make due payments to DMRC as per the License Agreement.
- 21.4. Jurisdiction of Courts: The Court at Delhi/New Delhi shall have the exclusive jurisdiction to try all disputes between the parties arising out of this agreement.

22.0. **Miscellaneous**

- 22.1. 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.
- 22.2. The Licensee shall comply with the laws of land including Delhi Pollution Control Board guidelines regarding advertisement/display. DMRC will not be held liable for any change/modification in the laws that adversely affect this Agreement. Licensee shall have no right / claim in this regard, whatsoever the reason may be.
- 22.3. The Licensee will not ask for any claim or seek any compensation from DMRC if an advertisement is not permitted due to court order/local laws/civil authorities.
- 22.4. The Licensee hereby indemnifies DMRC against any loss, damage or liabilities arising as a result of any act of omission or commission on part of Licensee or on part of its personnel or in respect of non-observance of any statutory requirements or legal dues of any nature.
- 22.5. 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.
- 22.6. The Licensee hereby undertakes to discharge all statutory obligations and liabilities in connection with employment of its personnel in the said premises. Licensee hereby indemnifies DMRC against any liability arising in connection with the employment of its personnel in the said premises 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.
- 22.7. That no tenancy/sub-tenancy is being created by DMRC in favour of Licensee under or in pursuance of this Agreement and it is distinctly & clearly understood, agreed & declared by and between the parties hereto that: -
- a. That the Licensee shall not have or claim any interest in the said premises as a tenant/sub-tenant or otherwise:
 - b. That no right as a tenant/sub-tenant or otherwise is purported or intended to be created or transferred by DMRC in favour of Licensee in or in respect of the said premises, except to carry out their activities over the granted space under this License Agreement; and
 - c. That the rights, which Licensee shall have in relation to the said premises, are only those set out in this Agreement.
- 22.8. 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 /orwith traders or any other party. Furthermore, no relationship in the nature of Partnership or Association of persons is hereby being created or intended to be created between DMRC on the one hand and Licensee on the other hand in connection with and/or relating to business to be operated by Licensee at the said premises.
- 22.9. Licensee shall bear all salaries, wages, bonuses, payroll taxes or accruals including gratuity, superannuating, pension and provident fund contributions, contributions to worker's compensations funds and employees state insurance and other taxes and charges and all fringe and employee benefits including statutory contributions in respect of such personnel employed/deployed by the Licensee and these personnel shall at no point of time be construed to be employees of DMRC and the Licensee shall be solely responsible for compliance with all labour laws which shall include all liabilities of the

Provident Fund Act, ESI Act, Workmen’s compensation Act, Minimum Wages Act and other Labour Welfare Act in respect of its personnel. The Licensee shall indemnify DMRC from any claims that may arise in connection with above.

22.10. Employees conduct: The Licensee shall ensure that all persons employed behave in an orderly and disciplined manner and that the said employees are prohibited from carrying on any unlawful, unfair activities or demonstrations. The Licensee shall, within 30 days of payments of LOA, submit the details/Bio data of personnel, it intends to employ/deploy for carrying out the work of media installation. The personnel deployed shall be decent, courteous and without any adverse or criminal background. In this connection, Licensee shall be required to furnish declaration to DMRC with respect to all his personnel deployed. Further, within 45 days of issue of LOA, Licensee shall submit police verification report in respect of all its personnel (to be deployed for the work of media installation) to DMRC. All the Licensee’s personnel shall be required to possess ID card while working in DMRC’s premises as per prevailing procedure. Access inside the stations in paid areas shall be through smart cards as per prevailing applicable charges, in addition to the valid ID cards.

22.11. Notices

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

**“General Manager/Property Business,
3rd Floor, A Wing, Metro Bhawan,
Fire Bridge Lane, Barakhamba Road,
New Delhi-110 001”**
- b. That any notice which may be required to be served upon the Licensee shall be served and given if delivery by Registered AD/Speed Post/Courier at the Address given on the First page of the License Agreement or delivered in person to the authorized representative of Licensor.
- c. That any notice or correspondence under the terms of this License shall be in writing by registered post/ Speed Post/ Courier or delivered personally. All activities including day to day management, billing, cancellation/termination/surrender etc. shall be carried out from the office of the Chief Engineer/Property Business or by his duly authorized representative.
- d. Only written instructions/ notices of any party shall be entertained by the other party.

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

.....-.....-2018

....-...- 2018

(.....)

Authorized Signatory.

**FOR AND ON BEHALF OF DELHI METRO
RAIL CORPORATION LIMITED**

FOR AND ON BEHALF OF LICENSEE

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

DMRC

LICENSEE

REPRESENTATIONS AND WARRANTIES

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.

21.1 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.

21.2 DMRC covenants:

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

Sample of Delhi Metro Smart Card

side-1



DMRC own Artwork

Serial number

Side -2



Area & space available for advertisement

Format of Bank Guarantee

(The Bank Guarantee shall either be from State Bank of India or any other Nationalized Bank or other Scheduled Commercial Banks from/payable at _____, (Delhi/ New Delhi) only on non-judicial stamp paper of appropriate value)

BANK GUARANTEE NO. _____ dated _____

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

In favour of

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

WHEREAS: -

1. DMRC, with a view to augment its earnings through non-operating revenue, has licensed exclusive advertising rights on one side of DMRC smart card.
_____ (hereinafter called "Licensee").
2. DMRC has agreed to provide to the Licensee, advertising spaces on "as is where is basis" in accordance to LOA No. _____ dated _____.
3. Therein after referred to as exclusive advertising rights, on payment of License Fee to DMRC on the terms and conditions hereunder contained in this License Agreement.
4. This License is for a period of three (3) years from the date of commencement of License period, unless otherwise terminated/surrendered earlier or extended further.
5. The offer submitted by M/s _____ having their registered office at _____ has been accepted by DMRC vide LOA No. _____ dated _____.
6. As per the terms of the above mentioned LOA, the Licensee has been selected for exclusive advertising rights advertising rights on one side of DMRC smart card for the duration of the License.
7. The Licensee is also required to make payments of License Fees & other dues as per contractual obligations and applicable taxes to DMRC.
8. The Licensee is required to also bear and pay all expenses, costs and charges incurred in the fulfillment of all its obligations under the License Agreement.
9. The Licensee is required to furnish an unconditional irrevocable Bank Guarantee for an amount of Rs. _____ (Rupees _____ only) as a part of Interest free security deposit which is equivalent to the Annual license fee for exclusive advertising rights advertising rights on one side of DMRC smart card, as security for the performance and fulfillment of all its responsibilities and obligations as per the LICENSE Agreement. The Licensee has requested the Guarantor to issue the said Bank Guarantee in favour of DMRC.
10. Now, therefore at the request of the Licensee, the Guarantor has agreed to execute this Guarantee in favour of DMRC for the due payment of Rs. _____ (Rupees _____ only).

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

1. The Guarantor, as primary obligor shall, without demur, reservation, contest, recourse or protest and/or without reference to Licensee, pay to DMRC an amount not exceeding Rs. _____ (Rupees _____ only), on the same working day of receipt of a written demand from DMRC, calling upon the Guarantor to pay the said amount.

For the purpose of this clause, any letter making demand on the Bank by DMRC dispatched by Registered Post with Ack. due or by any Electronic means addressed to the above mentioned address of the Bank shall be deemed to be the claim/demand in writing referred to above irrespective of the fact as to whether and when the said letter reached the Bank, as also any letter containing the said demand or claim is lodged with the Bank personally.

2. The Guarantor agrees that DMRC shall be the sole judge to decide as to whether the Licensee has defaulted in the performance of its obligations as per the License Agreement, and the decision of DMRC in this regard shall be final and binding on the Guarantor, notwithstanding any differences in this regard between DMRC and the Licensee or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority. The scheduled commercial Bank issuing the above Bank Guarantee confirms that it is on the SFMS (structured financial messaging system) platform, and it will invariably send a separate advise of the BG to the designated bank of DMRC, through SFMS, after obtaining details thereof from the Licensee.
3. Any such demand made on the Guarantor by DMRC shall be conclusive, absolute, final and binding on the Guarantor, and the amount due and payable by the Guarantor under this Guarantee will be honored by the Guarantor, simply on demand, without demur, reservation, contest, protest, recourse whatsoever and without need for ascribing any reason to the demand. The liability of the Guarantor under this guarantee is absolute and unequivocal. The above payment shall be made without any reference to the Licensee or any other person.
4. This Guarantee shall be irrevocable, valid and remain in full force until
 (period of expiry) or till the end of 6(Six) month after completion of the License Period, or for such extended period as may be desired by DMRC, and as conveyed by DMRC to Bank.
5. In such case of renewal, the Guarantor shall renew the Bank Guarantee, sixty days prior to the expiry of validity of the Bank Guarantee and the process for extension of the Guarantee would be repeated till period of License Agreement is exhausted.
 Failure to extend the validity of Bank Guarantee at least sixty days prior to the expiry date of Bank Guarantee would lead to encashment of this Bank Guarantee as per the concept of extend or pay.
6. For last year of License period, the Licensee shall submit the Bank Guarantee valid for remaining License period plus six months and shall renew it, if required, till the final settlement of all accounts failing which the Bank Guarantee of the Licensee shall be invoked and en cashed by DMRC without any prior notice to the Licensee,
7. This Guarantee shall continue to be enforceable till all amounts under this Guarantee are paid. The said Guarantee shall be released by DMRC after the expiry of the License Period subject to fulfillment of all handover requirements by the Licensee, to the satisfaction of DMRC and further subject to adjustment for all damages suffered by DMRC.
8. This Guarantee is unconditional and irrevocable during the currency of BG till such time DMRC discharges this Guarantee by issuing a letter to the Guarantor in this behalf.
9. The Guarantor undertakes to pay the amount mentioned herein as Principal debtor and not a surety and it shall not be necessary for DMRC to proceed against the Licensee before proceeding against the Guarantor, notwithstanding the fact that DMRC may have obtained or obtains from the Licensee, any other security which at the time when proceedings are taken against the Guarantor hereunder, is outstanding and unrealized.
10. The obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the License Agreement or other documents or by extension of time of performance of any obligations granted to the Licensee or postponement / non-exercise
 / delayed exercise of any of its rights by DMRC against the Licensee or any indulgence shown by DMRC to the Licensee, and, the Guarantor shall not be relieved from its obligations under this Bank Guarantee on account of any such variation, extension, postponement, non exercise, delayed exercise or omission on the part of DMRC or any indulgence by DMRC to the Licensee to give such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving the Guarantor.
11. The Guarantee shall not be affected by any change in the constitution or winding up of the Licensee/the Guarantor or any absorption, merger or amalgamation of the Licensee
 / the Guarantor with any other person.
12. The Bank agrees that DMRC at its option shall be entitled to enforce this guarantee during its currency against the Bank as a Principal Debtor in the first instance without proceeding against the Licensee and notwithstanding any security or other guarantee that DMRC may have in relation to Licensee's liabilities.
13. The guarantee hereinbefore contained shall not be affected by any change in the constitution of the Bank or of the Licensee.

14. The expressions "Bank" and "Licensee" hereinbefore used shall include their respective successors and assigns.
15. The Bank also agrees that this guarantee shall be governed and construed in accordance with Indian laws and subject to the exclusive jurisdiction of the courts at Delhi.
16. Partial and Multiple drawings/withdrawals are permitted under this bank Guarantee.
17. The Guarantor declares that it has power to issue this Guarantee and discharge the obligations contemplated herein and the undersigned is duly authorized to execute this Guarantee.
18. This guarantee shall come into effect forthwith and shall remain in force up to _____ or the extended period if any and shall not be revoked by the Guarantor at any time without DMRC's prior consent in writing.
19. Notwithstanding anything contained hereinabove:
 - a) Our liability under this Bank Guarantee shall not exceed and is restricted to Rs. _____(Rupees _____ only).
 - b) This Guarantee shall remain in force up to _____.
 - c) Unless the demand/claim under this guarantee is served upon us in writing on or before _____ all the rights under this guarantee shall stand automatically forfeited and we shall be relieved and discharged from all liabilities mentioned hereinabove.

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

For and on behalf of the _____ Bank.

Signature of authorized Bank official

Name: _____

Designation: _____

I.D. No.: _____

Stamp/Seal of the Bank: _____

Signed, Sealed and Delivered

for and on behalf of the Bank

by the above named _____

In the presence of:

Witness-1

Signature _____

Name _____

Address _____

Witness-2

Signature _____

Name _____

Address _____

UNDERTAKING FOR PAYMENTS THROUGH RTGS/NEFT/ECS MODE

No.

Dt. ___/___/___

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

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

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

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

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

Name and designation of authorized

Date: ___/___/___

representative of client/ Licensee/ company

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

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

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

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

Note: DMRC's authorized bank name and account No. to which payments to be made—M/s Syndicate Bank, Delhi Barakhamba Road Branch, IFSC code – SYNB0009036, MICR code – 110025004, A/c No. - 90363210000015

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

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

To be filled by DMRC Officials

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

1. _____

2. _____

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

Dated: ____/____/____

Signature of MGR/AM-Property Business

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

To,

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

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

Ref: 1.) The license agreement between Mr./Mrs./Miss/M/s. _____ (name of the Licensee/company/party) and DMRC Ltd. executed on Dt. ____

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

Sir,

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

Thanking you

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

Signature of Bidder

To be filled by DMRC Officials

On the request for the _____ (name of Licensee/ party/ company), they are allowed to deposit the payment via RTGS/ NEFT/ ECS mode in DMRC's authorized bank name and account No. to which payments to be made– M/s Syndicate Bank, Delhi Barakhamba Road Branch, IFSC code – SYN0009036, MICR code – 110025004, A/c No. – 90363210000015 subject to submission of format for intimation for deposition of payment via RTGS/NEFT/ECS in PB contracts every time seven (7) before due date for approval of DMRC Ltd and submission of confirmation of deposition of payments before the due date.

Dated: ____/____/____

Signature of MGR/AM-Property Business

