

DELHI METRO RAIL CORPORATION LIMITED



Tender Document for Awarding Exclusive Advertising Rights of Delhi Metro Trains on Line No. 1 in DMRC Network

**Tender No: 41810001
MAY 2018**

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

Tender Document for Awarding Exclusive Advertising Rights of Delhi Metro Trains on Line No. 1 in DMRC Network

Name and address of the Bidder to whom issued:

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

Date of issue.....

Issued by.....

Cost of Tender Document: Rs 23,600/- (Rupees Twenty three thousand six hundred only) inclusive of 18% GST, which is non-refundable.

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CHAPTER-1: NOTICE INVITING BID

- 1.1 Delhi Metro Rail Corporation Ltd. invites bids through open E-Tender, in two packet system from reputed advertising agencies which may be a sole proprietor firm, partnership firm or a company incorporated under the Companies Act 1956/2013 or as a Joint Venture / Consortium of such Entities to License out Exclusive Advertisement Rights of Delhi Metro Trains on Line No. 1 in DMRC Network, as per Annexure 1 of the Tender Document. 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.
- 1.2 DMRC shall receive Bids (e-tender) in pursuant to this Tender Document, in accordance with the terms set forth herein and as modified, altered, amended and clarified from time to time by DMRC in writing through Corrigendum or otherwise. Bidders shall submit bids in accordance with these terms & conditions on or before the due date specified in this document. The Bidders are advised to visit the depots/site/stations and familiarize themselves with the proposed arrangements and all activities necessary in this regard.
Salient features of Bidding Process:
- 1.3 DMRC has adopted a two packet bidding process to select a suitable highest Bidder to grant Exclusive Advertisement Rights of Delhi Metro Trains on Line No. 1 in DMRC Network as detailed in Annexure-1 of the Tender Document.
- 1.4 For participation in e-tendering process, the prospective 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 to 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 Tender 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.
- 1.5 Schedule of Bidding Process:

Tender Document for Awarding Exclusive Advertising Rights Inside Metro Trains on Line-1 of DMRC Network

1.	Cost of Tender Document (Non-Refundable)	Rs. 23,600/- (Rs.20,000/- + 18% GST) Cost of Tender 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. 15 Lakhs
3.	Period of Sale of Tender Document online.	From 18.05.2018 to 18.06.2018(up to 1500hrs) e-tendering website https://eprocure.gov.in/eprocure/app
4.	Pre-Bid Conference	28.05.2018 at 1100hrs at Conference Hall, 7th Floor, B-Block Metro Bhawan
5.	Last Date of receiving written queries by DMRC	28.05.2018 up to 1730 hrs
6.	DMRC's response to queries by	04.06.2018 up to 1730 hrs
7.	Last Date &Time of Submission (e-tender) of Bid online	18.06.2018 up to 1500 hrs
8.	Date &Time of Opening of Technical Bids online	19.06.2018 up to 1500 hrs
9.	Validity of Bid	Up to 180 days from the last date of submission of Bid.
10	Authority and place for submission of original tender Document Cost and Bid Security in physical form	Office of: Sr. Dy. CE/ Property Business-2, 3 rd Floor, A Wing, Metro Bhawan, Fire Bridge Lane, Barakhamba Road, New Delhi-110001. Date &Time: latest by 18.06.2018 up to 1500hrs

Cost of Tender Document and Bid Security shall be accepted in the form of Demand Draft/Pay Order/Banker's Cheque only in favour of "Delhi Metro Rail Corporation Ltd." payable at New Delhi & issued by a scheduled commercial bank. The cost of Tender Document and the Bid Security must be submitted, in original physical form, on or before 18.06.2018 up to 1500hrs of last date of sale of Tender Document to Sr. Dy. CE/Property Business, 3rd floor, A-wing, metro bhawan, fire brigade lane Barakhamba Road, New Delhi-110001. Bidders who fail to submit the cost of tender document and the bid security in 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

shall be valid for a period not less than 180 days from last date of submission of Bid.

Bidders are expected & assumed to carry out extensive survey of DMRC premises and analysis of the Business opportunity at their own cost, before submitting their respective Bids for award of the License under this Tender. DMRC shall provide necessary permission and assistance to the prospective Bidders for the above. The bidder/s may participate & offer bids as per Annexure-I.

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

- 1.6 All the uploaded files in Bid submission should be named properly and arranged systematically. No special character/space should be there in the name of uploaded file.
- 1.7 Bids received after due Date & Time of Submission (e-tender) of Bids shall not be accepted under any circumstances.
- 1.8 In case of a Bid by a JV/Consortium of firms, following condition shall be abided by all the members of JV:

For the purpose of evaluation of Consortium, each member's contribution towards the turnover shall be considered in the same ratio of their equity participation in the Consortium. Illustration: Say If 'A' and 'B' are two 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 turnover and 30% of B's turnover will be taken for the calculation of eligibility of the JV.

- i) The Lead Member of the JV/Consortium shall maintain a minimum percentage share of 51% of the aggregate shareholding of the JV/Consortium during full tenure of License Agreement.
- ii) Any change in percentage stake of JV/Consortium members without prior written approval of DMRC shall be treated as Material Breach of Contract and Licensee's Event of Default entitling DMRC to encash Interest Free Security Deposit/Performance Security and/or to terminate the License Agreement after 30 days notice.
- iii) Minimum percentage stake of any member in JV/Consortium during license period (including lock-in period) shall not be less than 15%.
- iv) Partners having less than 26% participation shall be considered as non-substantial partner and shall not be considered for evaluation which means that their eligibility shall not be considered for evaluation of JV/Consortium.

- v) All members of such entity shall be jointly and severally liable for the due performance of License agreement.
- 1.9 Tender Document can also be downloaded from DMRC's website www.delhimetrorail.com under tab 'Tenders' and subhead 'Property Development & Property Business Tenders' and has to be submitted online through e-tendering portal <https://eprocure.gov.in/eprocure/app> only.
- 1.10 The Bidders are advised to keep in touch with e-tendering portal <https://eprocure.gov.in/eprocure/app> for latest updates (addendum/corrigendum) in respect of this tender. There will be no other mode of communication for update, if any.
- 1.11 The required DD/PO/Banker's Cheque in favor of DMRC Ltd & payable in Delhi/ New Delhi for bid security and Tender cost has to be submitted in original physical form to the concerned official as given below as well as in 1.5 (10) i.e. Pt. No. 10 of schedule of bidding process of table above, by the specified date and time i.e before the last date & time of uploading of bid as per Clause 1.5 (10) above, failing which the offer/bid of such bidder shall be declared as ineligible and the said Bid submitted shall be summarily rejected.
- 1.12 The Hindi version of this NIT shall be there on DMRC's website. However, in case of any discrepancy between Hindi & English versions, the English version of NIT shall prevail for all official purpose.
- 1.13 The required DD/PO/Documents in original physical form shall be submitted by the specified date and time as per Clause 1.5 (10) in table above to –

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) 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>

CHAPTER-2: DISCLAIMER

- 2.1) This Tender Document is an invitation by DMRC to the interested Bidders for participation in the e-tendering process for selection of a Licensee. This Tender Document is provided with information that may be useful to bidders in making their financial offers (Bids) pursuant to this Tender Document. This Tender Document includes statements which reflect various assumptions and assessments arrived at by DMRC. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this Tender Document and obtain independent advice from appropriate sources.
- 2.2) Information provided in this Tender Document to the Bidder(s) is on a general range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. DMRC accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.
- 2.3) DMRC may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment, assumptions or scope contained in this Tender Document. DMRC, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Tender Document or otherwise arising in any way for participation in this Bid Stage.
- 2.4) The issuance of this Tender Document does not imply that DMRC is bound to select a Bidder or to appoint the Preferred Bidder or Licensee, as the case may be, for the grant of License and DMRC reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever. Bidders shall bear all costs associated with or relating to the preparation and submission of Bid. Bidders are expected to carry out extensive study and analysis at their own cost, before submitting their respective Bids for award of the License Agreement. Any queries or request for additional information concerning this Tender Document shall be considered only if it is submitted in writing.

CHAPTER-3: ELIGIBILITY CRITERIA FOR BIDDERS

- 3.1) Bidders and/or their holding companies and / or other subsidiaries engaged in and conducting advertisement business and controlled by the same holding company should have a minimum annual average turnover of Rs. 4.87 crore in last 3 (three) audited financial statements/years i.e. 2015-2016, 2016-17 and 2017-18 duly certified by its statutory auditor under his signature along with stamp. (i.e. gross aggregate turnover of Rs.14.61 crore in the last three financial years stated above). Here, gross turnover shall mean turnover from all sectors of advertisement business only. The bidders shall upload the audited financial statements including profit and loss account for the above mentioned last three financial years, as applicable and stated above. In case of JV/Consortium, the audited reports of each relevant member of Consortium for the last 3 financial years shall be submitted. In case audited balance sheet of the last financial year i.e. 2017-18 is not yet available, then the bidder(s) is required to submit financial statements for F.Y. 2014-15, 2015-16 & 2016-17 along with an affidavit & certificate from its statutory auditor certifying that the balance sheet for F.Y. 2017-18 has not been audited so far.
- 3.2) For the purpose of the above said eligibility criteria, turnover of the bidding entities including holding companies and or other group subsidiaries companies engaged in advertisement business and controlled by the same holding company, whether Indian or foreign would be considered.
- 3.3) If the bidder fulfills the eligibility criteria on account of the holding company or subsidiary company and not on its own capability, the bidder has to submit an additional interest free security deposit equivalent to 6 months of licensee fee in the form of bank guarantee/Demand draft. This will be in addition to the regular interest free security deposit required as per contract conditions.
- 3.4) In all such cases where the bidder submits the financial of its holding or other group subsidiary company for the purpose of evaluation of eligibility, the concerned holding company and/or subsidiary company shall also submit a letter of consent/undertaking for such submission of financial data for evaluation purpose and acceptance of terms and conditions of the bid document as per the prescribed format (Annexure 10A attached).
- 3.5) Bidders who opt to include and submit the turnover of its controlling company and or other group subsidiaries companies, controlled by the same holding company and which are also engaged in advertisement business for the purpose of evaluation of eligibility, they shall also submit explicit documentary evidence of controlling interest inter se between the

holding companies and its other group subsidiary companies engaged in advertisement business whose financial are submitted. **The bidder must be an Indian entity**, however the holding company or its group subsidiary company engaged in advertisement business and whose financial are included for evaluation of eligibility may be incorporated overseas.

3.6) In case the successful bidder (H1) fails to accept the terms and conditions of the LOA and/or fails to make due payments there under, then such Bidder and/or their holding companies and/or other subsidiaries engaged in and conducting advertisement business and controlled by the same holding company and where such financial are resorted to and submitted for the purpose of evaluation of eligibility shall be banned for doing business with DMRC for a period of one year for such a default. The decision of DMRC in such case shall be final.

3.7) For the purpose of evaluation of the consortium/JV each member contribution towards the turnover shall be considered in the same ratio of their equity participation in the consortium or JV.

Illustration:

Say If 'A' and 'B' are two members of JV/Consortium. 'A' is having 70% equity holding in JV and 'B' is having 30% equity holding in the JV In such a condition, 70% of A's turnover and 30% of B's turnover will be taken for the calculation of eligibility of the JV.

3.8) The Bidder shall enclose following document along with their Bid:

- i) The Certificate(s) from their statutory auditors with their Bid providing the information sought as per format given in Annexure-9.
- ii) Audited financial statements including Gross Annual Turnover, Balance Sheet, Profit Loss Account, etc. for immediate preceding 3 (three) completed financial years [i.e. 2015-16, 2016-17 & 2017-18]. If audited financial statement for the last completed year i.e. 2017-18 is not available, the Bidder shall furnish an affidavit and certificate from statutory auditor in this regard. In such case, the financial statement for the year 2014-15 shall be submitted along with those of the year 2015-16 & 2016-17. In case the bidder doesn't submit the financial statements for the immediate preceding 3 financial years as stated above i.e. other than those of the last financial year, the bid shall be considered as non-responsive and shall not be evaluated.
- iii) An undertaking stating that all the necessary supporting documents, including audited accounts and financial statements have been provided.

3.9) UNDERTAKING FOR NOT BEING BANNED FROM BUSINESS

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) with/of or/its holding or subsidiary companies in case their financials are resorted to & submitted for the purpose of evaluation of eligibility as per the relevant clauses given above as on the date of tender submission. The bidder should submit undertaking to this effect in Annexure 10 of the tender document.

Also no contract of the bidder with/of or/its holding or subsidiary companies in case their financials are resorted to & submitted for the purpose of evaluation of eligibility as per the relevant clauses above 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 10 of the tender document.

CHAPTER-4: SUBMISSION OF BIDS BY BIDDERS

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

- i) License Agreement
- ii) Letter Of Acceptance dated
- iii) Tender Document;

i.e. the License Agreement above shall prevail over LOA & Tender Document.

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 system generated password enabling them to submit their Bids online using Digital System Certificate (DSC) and can witness various activities of the process. The authorized signatory of intending Bidder, as per Power of Attorney (POA), must have valid Class-II or Class-III digital signature. The tender 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".

- 4.2) The Bid should be furnished in the format as per Annexure 2 to 10B, clearly providing the details for fulfilling Eligibility Criteria. The Tender Documents shall be signed by the Bidder's Authorised Signatory.
- 4.3) Cost of Tender Document: Bidders are required to deposit non-refundable cost of Tender Document (as specified in Notice Inviting Bid/Tender) along with its Bid. The cost of Tender Document shall be acceptable in the form of Demand Draft/Pay Order in favour of "DMRC Ltd" payable at "Delhi". The cost of Tender Document shall be submitted in original physical form in person by the specified date and time to the Office of "Sr. Dy. Chief Engineer/ Property Business, 3rd Floor, A-Wing, Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi-110001". The Bids of the Bidders who fail to submit the cost of Tender Document in original physical form on or before the prescribed date and time shall be summarily rejected.
- 4.4) Bid Security:-
 - i) Bidders are required to deposit refundable Bid Security (as specified in Notice Inviting Bid/Tender) along with their Bid. The Bid Security shall be acceptable in the form of Demand Draft/PO in

favour of "DMRC Ltd" payable at "Delhi" & drawn on a scheduled commercial Bank.

- ii) The Bid Security shall be submitted in original physical form by the specified date and time to the office of "Sr. Dy. Chief Engineer/ Property Business, 3rd Floor, A-Wing, Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi-110001". Bidders who fail to submit the Bid Security 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 shall be valid for a period not less than 180 days from bid due date.
- 4.5) The bidder who participate in the bidding process shall submit a bid security of **Rs 15, 00,000 (Rupees Fifteen Lakh only) along with the Bid Document.**
 - 4.6) The Bid Security of unsuccessful Bidders shall be refunded after acceptance and signing of LOA by successful bidder, without considering any interest thereon. The Bid Security of the Selected Bidder shall be adjusted against the Interest Free Security Deposit/Performance Security.
 - 4.7) If the Selected Bidder withdraws/ alters their Bid at any stage, their Bid Security shall be forfeited by DMRC.
 - 4.8) The Bid shall be submitted by the Bidder in two parts comprising of Technical Bid and Financial Bid. The Technical Bid shall include the details for fulfilling Eligibility criteria as laid down in this Tender Document. The Financial Bid shall include the financial offer of the Bidder in the manner prescribed in this document. Both the Technical Bid and Financial Bid shall be submitted by the Bidder on or before the same due date as mentioned in the Tender Document. The offer of Bidder, who does not fulfill the Eligibility criteria, shall be summarily rejected. The Bidder shall enclose with their Bid an undertaking stating/providing that all the necessary supporting documents, including audited accounts and financial statements, certificate(s) from their statutory auditors have been provided.
 - 4.9) **Technical Bid:** The Bidder shall upload scanned copies of, subject to minimum of, following documents in Technical Bid -
 - i) Cost of Tender Document.
 - ii) Bid Security Submission Slip.
 - iii) Annexure-2 (On Official letterhead of the Bidder).
 - iv) Annexure-3.
 - v) Annexure-4.
 - vi) Annexure-5.
 - vii) Attested copies of Memorandum and Articles of Association in case of companies or bodies corporate and copy of partnership deed in case of the Partnership Firm.
 - viii) In case of JV/Consortium, Annexure-6, 7 and 8.

- ix) Annexure-9.
 - x) Undertaking for not being banned from the Business (Annexure-10).
 - xi) Undertaking of Annexure-10A wherever applicable.
 - xii) Undertaking for downloading tender document Annexure 10B.
 - xiii) Self-attested copies of the PAN Card and GST Registration Certificate (of lead member in case of JV/Consortium). In case any or all of the provisions mentioned above are not applicable, the Bidder should give a declaration to that effect. Non submission will not be considered as exemption.
 - xiv) Profit and Loss Account/Balance Sheet duly audited and certified by a statutory auditor of the sole proprietor concern or partnership firm & Annual Report & Financial Statements in case of a company as per the companies Act.
 - xv) Copy of the complete Tender Document including Draft License Agreement (Annexure-11) and Addenda/ Corrigenda (if any) duly signed and stamped on each page by authorized representative of the Bidder as acceptance of terms and conditions given thereof/in.
- 4.10) **Financial Bid:** The bidder shall quote the Bid Variable for lump sum of all the trains available for the whole line i.e. line-1 as given in Annexure 1 as the Amount of Annual License Fee (in Rupees "X") in the Financial Bid form in both words as well as figures as given in Annexure-3. If there is a discrepancy between words and figures, the amount in words shall prevail. Please read carefully "Evaluation of Bids" section of this Tender Document before quoting Bid Variable. The financial bid shall be filled in the Bill of Quantity (BOQ) format available on <https://eprocure.gov.in/eprocure/app>.
- 4.11) The documents including this Tender Document and all attached documents, provided by DMRC shall remain or become the properties of DMRC and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid. The Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this clause shall also apply mutatis mutandis to Bids and all other documents submitted by the Bidders, and DMRC shall not return to the Bidders any Bid, document or any information provided along therewith.
- 4.12) **Cost of Bidding:** The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. DMRC shall not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.
- 4.13) **Site visit and verification of information:** Bidders are advised to submit their respective Bids only after visiting DMRC premises and ascertaining

themselves with the site conditions, traffic, location, surroundings, and technical requirements of the advertisement insert / media. The Licensee also confirms full satisfaction as to the business viability of licensing the advertisement spaces, applicable laws and regulations and any other matter considered relevant by them.

- 4.14) Pre-Bid Conference: - The date and time for Pre-Bid conference of the Bidders has been notified in Notice Inviting Bid/Tender. During course of Pre-Bid conference, the participants may seek clarifications and put suggestions for considerations. DMRC shall endeavour to provide clarifications and such further information as it may consider appropriate and valuable suggestions shall be deliberated upon by DMRC. DMRC's point of view/response to queries shall be uploaded on website. Please note that individual communication shall not be issued to any participant.
- 4.15) It shall be deemed that by submitting a Bid, the Bidder has:
- i) made a complete and careful examination of the bidding documents;
 - ii) received all relevant information from DMRC;
 - iii) accepted the risk of inadequacy, error or mistake in the information provided in the bidding documents or furnished by or on behalf of DMRC relating to any of the matters referred to in Tender document;
 - iv) satisfied itself about all matters, things and information herein above necessary and required for submitting an informed Bid, execution of the License Agreement in accordance with the bidding documents and performance of all of its obligations there under;
 - v) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the bidding documents or ignorance of any of the matters hereinabove shall not be a basis for any claim for compensation, damages, claim for performance of its obligations, loss/ profits, etc. from DMRC, or a ground for termination of the License Agreement by the Licensee;
 - vi) acknowledged that it does not have a Conflict of Interest; and
 - vii) Agreed to be bound by the undertakings provided by it under and in terms hereof.
- 4.16) DMRC shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to tender or the Bidding Process, including any error or mistake therein or in any information or data given by DMRC.
- 4.17) Verification and Disqualification: DMRC reserves the right to verify all statements, information and documents submitted by the Bidder in response to 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.

- 4.18) Amendment of Tender Document-
- 4.19) At any time prior to the Bid Due Date, DMRC may, for any reason, modify the Tender Document by the issuance of Addenda / Corrigenda.
- 4.20) Any Addendum / Corrigendum issued hereunder shall be uploaded on e-tendering web portal i.e. <https://eprocure.gov.in/eprocure/app>
- 4.21) 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.
- 4.22) The Bidders are requested to get in touch with e-tendering web portal i.e. <https://eprocure.gov.in/eprocure/app> for all updates on the tender Document such as addendums, replies to queries, postponement of Bid schedules, etc. No claims or compensation shall be entertained on account of the Bidder having not read/noticed the updates, etc.
- 4.23) Preparation and Submission of Bids.\
- 4.24) Format and Signing of Bid: The Bidder shall provide all the information sought under this Tender Document as per the format.
- 4.25) 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 initiated by the person(s) signing the Bid.
- 4.26) The Bidder shall have to submit their Bids (Technical Bid & Financial Bid) in electronic format only with digital signatures and after uploading the mandatory scanned documents towards cost of Tender Document and towards Bid Security and other documents as required in the tender Document. The cost of Tender Document & Bid Security must be submitted with DMRC in form of Demand Draft or Pay Order as per stipulated date & time in Notice Inviting Tender (NIT).
- 4.27) The Bidder has to produce the original documents as and when required by DMRC. The failure of the Bidder to furnish the said original documents will entail summarily rejection of their Bid.
- 4.28) Before submission of online Bids, Bidders must ensure that scanned copies of all the necessary documents have been uploaded with the Bid.
- 4.29) The Bidders should carefully note the following instructions:
 - i) The Bidders should ensure that the complete tender Document has been downloaded.

- ii) The printout of Bid/tender Documents should be taken on a good quality 'A4' size paper. The printout should be same as available on website. The print should be legible and indelible.
 - iii) In case of any correction/addition/alteration/omission in the Bid/tender Document as made available by DMRC, observed at any stage, the Bid shall be treated as non-responsive and shall be rejected out-rightly.
- 4.30) Bid Submission Date: The Bids shall be received electronically only through e-tendering web portal i.e. <https://eprocure.gov.in/eprocure/app>. No Bids will be accepted in physical form and in case it has been submitted in physical form it shall be rejected summarily. Bids should be submitted before due date provided in the manner and form as detailed in this Bid/tender document. DMRC will not be responsible for any delay in online submission of the Bids due to any reason whatsoever. Any bid application received after due date and time as prescribed in Bid/tender document shall be summarily rejected.
- 4.31) Notwithstanding anything contained in this tender Document, DMRC reserves the right to accept or reject any Bid offer and to annul the Bidding Process and reject all Bid offers, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefore.
- 4.32) 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.
- 4.33) Late Bids: 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 Assistant Manager in the office of Dy. General Manager/ Property Business, Delhi Metro Rail Corporation 'B'- Wing, 3rd Floor, Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi-110001. It shall be the responsibility of the bidder / Bidder to

ensure that their Tender security and cost of Tender documents reaches the designated officer (Assistant Manager / Property Business) before the dead line for submission. Tenders received after due date and time of submission shall not be accepted. DMRC will not be responsible for any delay, internet connection failure or any error in uploading the Tender submission. The Bidder are advised to upload their submissions well before the due date and time of Tender submission to avoid any problems and last minute rush. DMRC shall not be responsible for Tender security and Tender cost delivered to any other place / person in DMRC (like Tapal / DAK section etc) other than the designated officer and does not reach the designated officer before the dead line for submission. The DMRC may, at their discretion, extend the deadline for submission of Tenders by issuing an amendment, in which case all rights and obligations of DMRC and the Bidder previously subject to the original deadline will thereafter be subject to the deadline as extended.

Applicants will not be considered if they make any false or misleading representations in statement/attachments. If any submission is found false or misleading even at later stage (after the award of the 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), Interest Free Security Deposit (if any) and/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>.

CHAPTER-5: EVALUATION OF BIDS

- 5.1) Bid Opening: The Technical Package of all Bidders who have submitted a valid Bid Security and cost of Bid/tender Document shall be opened on stipulated date and time at e-tendering web portal <https://eprocure.gov.in/eprocure/app>. Bidders may visit web-site <https://eprocure.gov.in/eprocure/app> to know latest Technical Opening information after completion of bid submission process. If such nominated date for opening of Bid is subsequently declared as a Public Holiday by the DMRC, the next official working day shall be deemed as the date of opening of Technical Bid. The Bid of any Bidder who has not complied with one or more of the foregoing instructions may not be considered.
- 5.2) On opening of the Bid, DMRC will first check the cost of Bid/tender Document and Bid Security submitted through online mode by cross verifying with the hard copy submitted.
- 5.3) If the documents do not meet the requirements of the DMRC, a note will be recorded accordingly by the Bid Opening committee.
- 5.4) The digitally signed Financial Bid which Bidders have uploaded online will be opened on a subsequent date after evaluation of technical packages. Financial Bid of only those Bidders whose submissions are found substantially responsive and eligibly compliant to the tender conditions will be opened. The time of opening of Financial Bid shall be informed through website only. Bidders can visit to website <https://eprocure.gov.in/eprocure/app> for further information.
- 5.5) To facilitate evaluation of Bids, DMRC may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid.
- 5.6) Evaluation of Financial Bids: DMRC shall open Financial Bids only of those Bidders who have passed the Pre-Qualification eligibility criteria and have submitted substantially responsive Technical Tenders, in the presence of Bidder's representatives who choose to attend at the address on such date and time informed/specified by DMRC. The financial bids of the bidders shall be opened one by one reading out the name of the Bidder and whether there is a modification; the Tender Price(s), and any other details as DMRC may consider appropriate. Only Financial Bids read out and recorded during the opening of Price Tenders shall be considered for evaluation. No Tender shall be rejected at the opening of Price Tenders/financial bids. The Bidder's representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders. The technically eligible bidder, who quotes the highest rate of Annual License Fee, shall be treated as the highest bidder (H1). In case two or more bids are of the

same rates, then Bidder whose turnover is higher will be selected. However, DMRC's decision in this regard shall be binding and final.

- 5.7) To facilitate evaluation of Bids, DMRC may, at its sole discretion, seek clarifications in writing from any Bidder regarding Bid.
- 5.8) Consequent upon selection of Bidder who qualifies the Eligibility & Financial Criteria, Letter of Acceptance (LOA) shall be issued, in duplicate to the Successful Bidder.
- 5.9) Selection of Bidder who qualifies the Eligibility & Financial Criteria:
- 5.10) After selection, two copies of Letter of Acceptance (the "LOAs") shall be issued, in duplicate, by DMRC to the Selected Bidder. One copy thereof should be returned to DMRC within 7 days of date of issue of LOA, duly signed with stamp as a token of unconditional acceptance.
- 5.11) Schedule of Various Stages: The Selected Bidder shall follow the following time lines:

Stage of Activity	Time Period
Payment of Interest Free Security Deposit/ Performance Security to DMRC by Licensee.	Within 30 days of date of issue of Letter of Acceptance.
Handing over of metro trains line 1 to the selected Bidder at Depot as per annexure 1 (Copy of handing over/taking over Performa attached as Annexure-)	Within 10 days of making the payments of Interest Free Security Deposit/ Performance Security & other dues as per LOA.
Signing of License Agreement.	Within 30 days from date of handing over of the advertisement spaces on the trains of line-1. (Annexure-1A)
Payment of Advance License Fee for 1 st Quarter to DMRC by Licensee.	Within the fitment period i.e. within 30 days from the date of first handing over of licensed space for advertisement on trains of Line-1 (Red Line).

- 5.12) The selected Bidder is required to submit Interest Free Security Deposit/Performance Security for the trains mentioned in Annexure-1 within 30 (Thirty) days from the date of issuance of Letter of Acceptance. Any request of successful Bidders for seeking any clarification/approval/document from DMRC shall be considered only after submission of requisite Interest Free Security Deposit/Performance Security. In case, the bidder fails to submit Interest Free Security Deposit/Performance Security within 30 days from date of issuance of LOA, it may be submitted within the extended period of 30 days i.e within

60 days of date of issue of LOA along with interest payable to DMRC as follows:

Days from issuance of LOA	Rate of Interest
Up to 30 days	NIL
31st to 45th day	@ 3% flat on balance Interest Free Security Deposit/ Performance Security amount remaining unpaid within 30 days of issuing of LOA
46th day to 60th day	@ 4% flat on balance Interest Free Security Deposit/ Performance Security amount remaining unpaid within 30 days of issuing of LOA

After 60 days of issuance of LOA, if Bidder fails to comply the LOA terms & conditions, the LOA may stand cancelled and Earnest Money submitted shall be forfeited in favour of "DMRC Ltd". No further request for extension in making payment of LOA amount may be considered. The bidder voluntarily and unequivocally agrees not to seek any claim, compensation, damages or any other consideration whatsoever on this account.

- 5.13) Selected Bidder shall sign the License Agreement within 30 days of handing over of the first lot of trains indicated in Annexure-1. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the License Agreement.
- 5.14) The licensee shall pay Advance License Fee for the first Quarter before the completion of the fitment period of 30 days from the date of first handing over of trains. If the Selected Bidder fails to pay Advance License Fee for 1st Quarter within the fitment period i.e. 30 days from the date of handing over of trains [Annexure-1], it shall be treated as non-payment of DMRC dues and action shall be taken as per ARTICLE-8 of Draft License Agreement.
- 5.15) Notwithstanding anything contained in this Tender Document, DMRC reserves the right to accept or reject any Bid offer and to annul the Bidding Process and reject all Bid offers, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reason therefore.

CHAPTER-6: OBJECTIVES & SCOPE

6.1) Objective

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

6.2) Scope of Work

The selected Bidder shall have exclusive rights to design, procure/manufacture, install, manage, operate, maintain, market and sell advertising opportunities at Selected Delhi Metro Trains on line-1 of DMRC Network subject to the terms and conditions specified in the License Agreement. Licensee shall be responsible for the following activities:-

- i) The Licensee shall earmark 5% out of total available advertisement spaces inside the metro trains for carrying out DMRC campaign, social activities, social messages, etc. in consonance with its extant CSR policy. Cost for printing advertisements with regard to social marketing activities or social messages shall be borne by DMRC.
- ii) Procurement, fabrication, installation & erection of advertising units. Advertisement inventory shall include prefabricated static advertisement spaces/panels, digital screens inside metro trains and train exterior for wrapping. The digital panels shall be utilized for display of muted VIDEO CONTENT on 30:70 time slot sharing basis between DMRC and Licensee. The time sharing between DMRC and Licensee shall be reconciled every 100 minutes.
- iii) Licensee shall bear the cost of integration, required software, etc.
- iv) Operate, manage and maintain the entire advertisement plans.
- v) Management of sales & marketing of the train advertising including providing adequate professionally trained manpower.
- vi) Design of themes depicting Delhi culture and its natural beauty and Delhi tourism for display at the advertising sites as per the tender conditions.
- vii) Promote DMRC amongst India's top three Destination Brands for Advertising.

- viii) Create new innovative advertising opportunities of metro trains including Experiential Marketing, advertisements by visual aids, smart posters for use e-commerce for on-line or off-line shopping purposes, etc.
- ix) Obtain all approvals, permits, etc. from all competent authorities including different tiers of government, statutory, local, Civic Authorities, etc. at their own cost.
- x) Comply with all statutory requirements in connection with License Agreement.
- xi) Ensure regular and timely payments of all amounts due to DMRC and discharge all obligations as per License Agreement.
- xii) All taxes including Municipal/Advertisement Taxes, GST and all other statutory dues where applicable shall be borne solely by the licensee without any contest.
- xiii) At present, DMRC is not liable to share its revenue generated from advertisements inside DMRC Metro stations with local bodies including MCD, etc. However, if DMRC becomes liable to share revenue with local bodies from advertisements Inside Selected Metro Stations in future, then DMRC shall deposit the due share to local bodies out of its own funds. Licensee shall not be liable to part with any additional amount on this account.

6.3) Route / Section Available For Exclusive Advertisement Rights of Metro Trains on Line No.1:

Selected bidder shall be permitted to display advertisements inside Delhi Metro Trains on Line No. 1 at pre-fabricated advertisement spaces/panels, digital screens inside metro trains and on train exterior by wrapping. Advertisements on floor and strap hangers and are not permissible.

6.4) Train sets available for wrapping:

- i) Maximum number of train sets/coaches where train wraps are permissible shall be 10% of total train coaches subject to maximum limit of 20% of total train sets under operational holding (As per Annexure-1) of any make and configuration for each line.
- ii) Additional coaches :

Additional coaches if needed by the licensee for wrapping beyond 10% of total train coaches but subject to & within the maximum limit of 20% of total train sets under operational holding, it shall be offered @ Rs 70,000/-per coach/month excluding all taxes which are also payable along with the License fee and which shall be escalated @ 20% on completion of every three years of contract period on compounding basis (after every 3 years from Commencement date of License period). The additional coaches shall be offered and charged minimum for one month at a time.

E.g. :- If the total no. of car coaches are 42, then car coaches available for wrapping are 4. If the total no. of car coaches are 48, then car coaches available for wrapping are 5 subject to and within the maximum limit of 20% of total train sets under operational holding.

6.5) Charging of License Fee:

The licensee shall pay the quoted Annual License Fee for advertisement rights on DMRC trains on line-1 of DMRC network & wrapping of trains on line-1 (subject to maximum of 10% of total train coaches & subject to maximum of 20% of total trains sets under operational holding of any make & configuration on Line-1 as mentioned in Annexure-1, amounting to Rs. xxxx (as per the quoted rate) to DMRC plus GST as applicable, payable for a period of 12 months. The license fee shall be payable in advance on quarterly basis to DMRC, by the last working day of previous running quarter, calculated on the basis of the quoted annual License Fee.

The quoted annual license fee should be escalated & increased by 20% on completion of every three (3) years of the license period on compounding basis.

- 6.6)** The Exclusive Advertisement Rights of Delhi Metro Trains shall be granted for trains under operations on line- 1. (Including its extensions if any) after issue of Letter of Acceptance and handing over of trains by DMRC.
- 6.7)** There are additional stations under construction on extended section of the existing operational line and likely to be commissioned and put under operation, tentatively at a subsequent date. The trains extended on these sections/extensions shall also be part of the exclusive advertisement rights to the Licensee on line-1 of DMRC network.
- 6.8)** The configuration of each train set may be modified by DMRC at any stage on line 1. DMRC may induct additional train sets in the given line or withdraw any train set from the service in a particular line, without giving any intimation to the Licensee.
- 6.9)** **Selected bidders shall ensure that the train exteriors and interiors are not spoiled or damaged in the process of displaying the advertisements and particular care should be exercised while displaying advertisements as train wraps. Utmost care shall be exercised in while affixing or removing of train wraps on exterior surface of Metro Trains and ensure that no damage of whatsoever nature is caused to the exterior surfaces, including but not limited to peeling off surface paint, scratches, dents, etc.**

CHAPTER-7: TERMS AND CONDITIONS

7.1) TENURE OF LICENSE

Exclusive Advertisement Rights for the said advertisement spaces for trains on Line-1 shall be for a period of 9 (nine) years from the date of first handing over of the trains to the Licensee unless otherwise terminated earlier by DMRC or surrendered by the licensee after the completion of lock-in period. Tenure of the agreement of the said line/ trains handed over subsequently for said agreement shall be co-terminus with the tenure of the trains handed over in the first lot. The date of handing over of first set of trains on line-1 shall be the commencement date of License period.

There shall be a lock in period of two years from the date of commencement of license period.

- i) If the Licensee is desirous of surrendering the license hereby created before expiry of the lock-in period of 2 years, the License Agreement shall deemed to be surrendered 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 at '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 regard.
- ii) The Licensee shall have option to exit & surrender from the License Agreement immediately after completion of lock-in period of two years. For this, the licensee shall give 180 days prior notice/intimation to DMRC which may be given before completion of defined lock-in period. e.g. (In case lock-in period is of 2 years, prior intimation can be given after 1 ½ years) however, option to exit will be available only on completion of 2 years. In such a case, balance Interest Free Security Deposit/ Performance Security of the Licensee shall be refunded after adjusting the outstanding dues, if any, payable on the part of Licensee. DMRC may also recover the balance outstanding dues, if

are more than Interest Free Security Deposit/ Performance Security, from the other contracts of licensee in DMRC. Balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Security, shall also be recoverable from the licensee before licensee is permitted to remove their establishment(s) or else DMRC will seize their property at '0'/NIL value. DMRC shall be free to dispose-off the said property / goods in whatsoever manner as it deems fit. Licensee shall have no claim for compensation or consideration / damages in this regard.

iii) If the Licensee is desirous of surrendering the license after expiry of lock-in period without serving any prior intimation period or shorter intimation period than 180 days, the agreement shall deemed to be surrendered 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) and outstanding dues, if any. DMRC may also recover the balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Security, from the other contracts of licensee in DMRC. Balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Security, shall also be recoverable from the licensee before licensee is permitted to remove their establishment(s) or else DMRC will seize their property at '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 regard.

iv) In case of successful completion of the full term of the License period i.e. Nine (9) years of License period, Interest Free Security Deposit/Performance Security of the Licensee shall be refunded after adjusting the outstanding dues, if any. If balance outstanding dues are more than Interest Free Security Deposit/Performance Security, they shall also be recoverable from the licensee before licensee is permitted to remove their establishment(s) or else DMRC will seize their property at '0'/NIL value & be free to dispose of the same in any manner as deemed fit. Licensee shall have no claim for compensation, damages in this regard. DMRC reserves it right to recover the balance outstanding dues from the other contracts of licensee in DMRC.

7.2) TAXES AND OTHER STATUTORY DUES

i) All other statutory taxes, statutory dues, local levies, GST, etc. as applicable from time to time shall be charged extra and shall be remitted along

with the License Fee for onward remittance to the Government. The Licensee indemnifies DMRC from any claims that may arise from the statutory authorities in connection with this License.

ii) Payment of stamp duty on execution of license agreement, if any, shall be borne by licensee.

iii) Taxes/Municipal Taxes, if any, shall be solely borne by licensee.

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

v) At present, DMRC is not liable to share its revenue generated from advertisements from Metro Trains with local bodies including MCD, etc. However, in future, if DMRC becomes liable to share revenue with local bodies from advertisements from Delhi Metro Trains in future including those from train wraps, DMRC shall deposit the due share to local bodies out of its own funds. Licensee shall not be liable to part with any additional amount, on this account.

vi) The present rate of GST is 18%. Any future revision in rate of GST shall also be applicable & payable by the licensee.

7.3) Interest Free Security Deposit/ Performance Security:

i) The selected Bidder(s)/Licensee shall submit & pay Interest Free Security Deposit/Performance Security to DMRC equivalent to half yearly (6 months) License Fee as quoted by the bidder for the total number of trains as mentioned in Annexure-1 for the respective line .

ii) The selected Bidder is required to pay & deposit minimum 25% of the Interest Free Security Deposit/Performance Security in the form of DD/PO only in favour of DMRC Ltd, payable in Delhi/ New Delhi & issued by a scheduled commercial bank , the remaining or 75% of Interest Free Security Deposit/Performance Security can be paid & submitted in the form of Bank Guarantee (BG)/DD/PO in favour of DMRC Ltd. Interest Free Security Deposit/Performance Security up to Rs.10 lakh shall be payable in the form of DD/PO only.

iii) The interest free Security Deposit/ Performance Security shall be accepted in the following form: - Bank Draft/PO/Bankers Cheque in favor of DMRC Ltd, payable at Delhi/New Delhi & issued from a Scheduled Commercial Bank based in India, or Irrevocable Bank Guarantee in the prescribed format issued by the State Bank of India or any other Nationalized Bank or any other Scheduled Commercial Bank, acceptable to DMRC, from payable at branches located in Delhi/ New Delhi. The Bank Guarantee shall be valid for at least three years. The Bank

Guarantee shall be extended and renewed every three years well before expiry of the previous Bank Guarantee, failing which the previous Bank Guarantee shall be invoked and encashed by DMRC without any prior intimation to the licensee. For last year of license period the Bank Guarantee shall be extended and renewed for residual period of contract plus six months and shall renew it further, 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 notice to the licensee. The BG issuing bank must be on structured financial messaging system (SFMS) platform and a separate advice of Bank Guarantee must invariably be sent by the BG issuing bank to the designated bank of DMRC through SFMS before it becomes operative & acceptable to DMRC. It is therefore in the own interest of the licensee to obtain from DMRC details of its designated bank & to advise these to the BG issuing Bank & request them to send advice of the BG through the SFMS platform.

- iv) 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.
- v) **The License Fee and the Interest Free Security Deposit/ Performance Security shall be escalated & increased by 20% on completion of every 3 (three) years of the License period i.e after every 3 years from the commencement date of License period on compounding basis.**
- vi) The Interest Free Security Deposit / Performance Security shall be escalated & updated by 20% after every three years from the commencement date of License period on compounding basis (minimum 25% of the Interest Free Security Deposit/Performance

Security shall be paid to DMRC in the form of DD/PO only, the remaining or 75% of Interest Free Security Deposit/Performance Security can be submitted & paid in the form of Bank Guarantee (BG). The Interest Free Security Deposit / Performance Security shall not be modified on account of any increase or decrease in the number of coaches during the license period.

7.4) Minimum Material Specifications

Licensee shall provide advertisement media conforming to international standards of high quality advertising comparable to Airports and Metro of leading nations. Advertising media is to be made from Fire Retardant, Low Smoke and comply with all Indian and International Standards.

7.5) Specifications of Train Wrap:

The Licensee shall exercise extreme care in affixing or removing of train wraps on exterior surface of Metro Trains and ensure that no damage of whatsoever nature is caused to the exterior surfaces, including but not limited to peeling off surface paint, scratches, dents, etc. A good quality of train wraps of 3M or M/s LG Hausys make or equivalent/higher specifications may be used. The train wraps on glass pane should be of contra- vision type so that it does not hamper or obstruct the visibility from inside or outside the train.

Chapter: 8
Factors Governing Selection of Permissible Advertisements / Negative Advertisements

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

a) The licensee is prohibited from carrying information or graphic or other items relating to alcohol and tobacco products.

b) The licensee will not have objectionable and indecent portrays of people, products or any terms.

c) The use of DMRC name, logo or title without prior written permission is strictly prohibited. No co-branding with the Licensor is allowed, without prior permission.

d) No Surrogate advertisements are permitted unless application for placement of the same is accompanied by "no objection certificate" from the Ministry of Information and Broadcasting.

e) Advertisements pertaining to achievements by different Governments, their Departments, Ministries, Government Undertakings, other Authorities or Political Parties shall be permitted. However, no advertisement of any political party, person violating "Model Code of Conduct" shall be allowed during the period whereby "Model Code of Conduct" has been enforced by Election Commission. Further, no advertisement which violates "Model Code of Conduct" shall be permitted during the period whereby "Model Code of Conduct" have been enforced by Election Commission

f) Any type of audio advertisement including that from Digital Media shall not be allowed.

g) All advertisement creative has to be approved by DMRC before display in metro premises.

h) **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. Advertisement of drugs, alcohol, cigarette, or tobacco items.

1.4. Advertisements propagating exploitation of women or child.

1.5. Advertisement having sexual overtone.

1.6. Advertisement depicting cruelty to animals.

1.7. Advertisement depicting any nation or institution in poor light.

- 1.8. Advertisement banned by the Advertising Council of India or by law.
- 1.9. Advertising 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.

CHAPTER-9 FRAUD AND CORRUPT PRACTICES

- 9.1 Bidders and their respective officers, employees, agents and advisers shall observe highest standard of ethics during Bidding Process and subsequent to issue of LOA and during subsistence of License Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the License Agreement, DMRC may reject a Bid, withdraw the LOA, or terminate the License Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Licensee, as the case may be, if it determines that the Bidder or Licensee, as the case may be, has directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, DMRC shall be entitled to forfeit & appropriate Bid Security, Interest Free Security Deposit / Performance Security and advance License Fee received as the case may be, as Damages, without prejudice to any other right or remedy available to DMRC under Bidding Documents and/ or License Agreement, or otherwise.
- 9.2 Without prejudice to the rights of DMRC under Clause 9.1 hereinabove and the rights and remedies which DMRC may have under the LOA or the License Agreement, or otherwise if a Bidder or Licensee, as the case may be, is found by DMRC to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the License Agreement, such Bidder or Licensee shall not be eligible to participate in any tender or RFP issued by DMRC during a period of 2 (two) years from the date such Bidder is found by DMRC to have engaged, directly or indirectly, in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
- 9.3 For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) "Corrupt practice" means offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence actions of any person connected with Bidding Process.
 - (b) "Fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
 - (c) "Coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to

influence any person's participation or action in the Bidding Process;

- (d) "Undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by DMRC with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- (e) "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

9.4 DMRC reserves the right to reject any Bid and appropriate the Bid Security if:

- (a) at any time, a material misrepresentation is made or uncovered, or
- (b) the Bidder does not provide, within the time specified by DMRC, the supplemental information sought by DMRC for evaluation of the Bid. Such misrepresentation/ improper response shall lead to the disqualification of the Bidder.

9.5 In case it is found during the evaluation or at any time before signing of the License Agreement or after its execution and during the period of subsistence thereof, including the License thereby granted by DMRC, that one or more of the Eligibility criteria have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Licensee either by issue of the LOA or entering into of the License Agreement, and if the Selected Bidder has already been issued the LOA or has entered into the License Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by DMRC to the Selected Bidder or the Licensee, as the case may be, without DMRC being liable in any manner whatsoever to the Selected Bidder or Licensee. In such an event, DMRC shall be entitled to forfeit and appropriate the Bid Security and Interest Free Security Deposit / Performance Security and advance License fee received if any, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to DMRC under the Bidding Documents and/ or the License Agreement, or otherwise.

CHAPTER-10: INSTRUCTIONS FOR ONLINE BID SUBMISSION

5.1 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>.

5.2 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 Enrolment**" on the CPP Portal which is free of charge.

b) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.

c) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.

d) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.

e) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.

f) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

5.3 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.

5.4 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 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.

5.5 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 Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys.
- 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.

5.6 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: cPPP-nic@nic.in

CHAPTER-11: MISCELLANEOUS

- 11.1) The Bidding Process shall be governed by and construed in accordance with the laws of India and the Courts at New Delhi shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process. Even in such cases where DMRC asks for additional information from any bidder, the same cannot be adduced as a reason for citing any dispute.
- 11.2) During License period, all disputes between the successful bidder and DMRC shall be settled as per the Dispute Resolution procedure elaborated in the Draft License Agreement (Annexure-11) after signing the License Agreement.
- 11.3) DMRC, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to; 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; consult with any Bidder in order to receive clarification or further information; retain any information and/or evidence submitted to DMRC by, on behalf of, and/ or in relation to any Bidder; and/or 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.
- 11.4) It shall be deemed that by submitting the Bid, the Bidder agrees and releases DMRC, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or in future.

Annexure-1

Details of Metro Trains on Line 1

At present train services on line 1 of DMRC Network are operational from Dilshad Garden to Rithala metros station (22.06 km) with a proposed extension of line 1 from Dilshad Garden to Gaziabad New Bus Adda (9.60 km) under construction and to be completed in due course. The said line 1 may be further extended in future as per operational requirement of DMRC.

There are RS-1 type of rolling stock under operation on line-1 i.e. Rotem (RS-1). In Rotem, train sets having 6 coaches, have/a total advt. Area of 7.88 sqm per train for advertisement display i.e. average of 1.31 sqm per coach. The configuration of trains may/can be modified by DMRC at any time in future at its sole discretion.

At present there 39 train sets and 234 coaches under operational holding on line-1. The license fees quotes by the successful bidder/license for a period of 12 months shall be valid for up to 260 coaches under operational holding of any make of configuration on Line-1.

Annexure-2

LETTER OF APPLICATION & INTEREST

(To be submitted (duly signed) by the Bidder or Authorized Signatory on Letter Head)

To

General Manager/Property Business,
3rd Floor, B Wing, Metro Bhawan,
Fire Brigade Lane, Barakhambha Road,
New Delhi-110 001

Subject: "Tender to Licensing out Exclusive Advertisement Rights of Delhi Metro Trains on Line No.1".

Sir,

I / We understand: -

- 1.0 That this tender is to License out Exclusive Advertisement Rights of Delhi Metro Trains on Line No.1.
- 2.0 The Terms and Conditions governing the Tender to license out Exclusive Advertisement Rights of Delhi Metro Trains on Line No. 1 and hereby agree to abide the same.
- 3.0 Successful bidder is agreed to deposit Interest Free Security Deposit/Upfront amount/any other amount required within 30 days issuance of LOA with one copy of LOA as a token of unconditional acceptance.
- 4.0 The selected Bidder is required to deposit minimum 25% of the Interest Free Security Deposit/Performance Security up to Rs.10 lakh in the form of DD/PO only. 75% or remaining of Interest Free Security Deposit/Performance Security shall be submitted in the form of Bank Guarantee (BG).
- 5.0 That the Tender Security/Bid Security of the successful Bidder shall be adjusted against the Interest Free Security Deposit.
- 6.0 That the License Fee shall commence after expiry of fitment period i.e. 30 days from the date of handing over of first lot of trains by DMRC or the ROD of the first section to be operated in the respective schedule, whichever is later.
- 7.0 To sign the License Agreement within 30 days of receipt of LOA payment, failing which, DMRC may deem that Bidder are not interested in the offer and forfeit all payments made in favour of DMRC. Bidder hereby voluntarily and unequivocally agree not to seek any claim, compensation, damages or any other consideration whatsoever on account of such forfeiture and also agree not to enter into any correspondence on this account.

- 8.0 That the registration of License Agreement should be done within 30 days of execution of License Agreement, Registration Charges and stamp duty or any other related Legal Documentation charges/incidental charges shall be borne by us and registered document to be submitted with DMRC for record. Any amendment in the contract agreement, if required to be registered, shall also be registered within 30 days from the date of amendment and duly registered documents shall be submitted to DMRC record. In case the registration of the license agreement /amendment is not done within 30 days of signing of license agreement /amendment, it shall be treated as **material breach of contract**.
- 9.0 That all Taxes/Municipal Taxes, if any, shall be solely borne by us. GST as applicable from time to time shall also be paid by us.
- 10.0 Not to seek any claim or compensation from DMRC if certain advertisements are not permitted due to local laws/civil authorities. The maintenance of all advertisement inserts will be borne by us.
- 11.0 And satisfied with the locations of the advertisement areas and fully understand & comprehend the technical requirements. Bidder are also fully satisfied as to the business viability of licensing the advertisement panels and shall not claim any compensation, dues or any other consideration whatsoever on this account.
- 12.0 And shall abide by all terms & conditions and other clauses mentioned in this TAF, and is attached herewith duly signed and stamped on each page as token of my/our voluntary and unequivocal acceptance.
- 13.0 To undertake not to tamper/alter/modify the document in any manner what-so ever. DMRC may reject the tender outright in case it is found at any time that the Tender Application Form has been tampered/modified/altered in any manner. DMRC reserves the right to cancel the agreement, forfeiting all amounts in case of successful Bidder and also take necessary legal action. The Bidder voluntarily and unequivocally agrees not to seek any claim, compensation, damages or any other consideration whatsoever, in case DMRC takes necessary action to reject the tender/terminate the agreement, at any time it is found that the downloaded TAF has been tampered/ altered/modified or even corrected.

Signature_____

Name of the Authorized Signatory with rubber stamp

Address: _____

Telephone No: _____

Place: _____

Dated: _____

Annexure-3

FINANCIAL BID FORM (available at <https://eprocure.gov.in/eprocure/app>)

Name of the Bid: Licensing of Exclusive Advertisement Rights of Delhi Metro Trains on Line No. 1 in DMRC Network.

Period of License: Nine (9) years with a Lock-in period of Two (02) years

The financial bid is need to be filled ONLY in the Bill of Quantity (BOQ) format available on <https://eprocure.gov.in/eprocure/app>.

Annexure-4

GENERAL INFORMATION OF THE BIDDER

(Each member in case of JV / Consortium)

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

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

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

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

Place:
Date:
Signatory)

Signature
(Name & Design. of the Authorized
For and on behalf of Bidder/Lead Member

Annexure-5

FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF APPLICATION

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

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

For

Accepted

_____ (signature)

(Name, Title and Address) of the Attorney

Note: -

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(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.*

Annexure-6

CONSORTIUM AGREEMENT/MEMORANDUM OF AGREEMENT (duly stamped)

This Consortium Agreement/Memorandum of Agreement is executed at New Delhi on this ____ day of _____, 2018

BETWEEN

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

AND

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

AND

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

Whereas Delhi Metro Rail Corporation Limited (hereinafter referred to as 'DMRC') has invited Tenders to License out Exclusive Advertisement Rights of Delhi Metro Trains on Line No.1 AND WHEREAS the parties hereto have discussed and agreed to form a Consortium for participating in the aforesaid application and have decided to deduce the agreed terms to writing.

NOW THIS CONSORTIUM AGREEMENT/MEMORANDUM OF AGREEMENT HEREBY WITNESSES:

8. That in the premises contained herein the Lead Member and the Participant Member(s) having decided to pool their technical know-how, working

experiences and financial resources, have formed themselves into a Consortium to participate in this DMRC's tender.

9. That the members of the Consortium have represented and assured each other that they shall abide by and be bound by the terms and conditions stipulated by DMRC for the tender.
10. That the Consortium has agreed to nominate _____ as the common representative who shall be authorized to represent the Consortium for all intents and purposes for dealing with DMRC and for submitting the bid as well as doing all other acts and things necessary for submission of the Tender.
11. That the share holding of the members of the Consortium for this specified purpose shall be as follows:
 - (i) The Lead Member _____ shall have ____per cent (___%) of share holding with reference to the Consortium for this specified project.
 - (ii) The Participant Member _____ shall have ____ (___%) of share holding with reference to the Consortium for this specified project.
 - (iii) [The Participant Member _____ shall have ____ (___%) of share holding with reference to the Consortium for this specified project.]
12. That in order to fulfill the requirement of the tender process and also keep an altogether separate legal entity of the Consortium, the Members of the Consortium undertake to provide their own nominees as share holders to the extent of their respective share holding for the purpose of formation of a Special Purpose Company (SPC) through which the Consortium proposes to undertake the work.
13. That in case to meet the requirements of tender or any other stipulations of DMRC, it becomes necessary to execute and record any other documents amongst the members of the Consortium, they undertake to do the needful and to participate in the same for the purpose of the said project.
14. That it is clarified by and between the members of the Consortium that execution to this Consortium Agreement/Memorandum of Agreement by the members of the Consortium does not constitute any type of partnership for the purposes of provisions of the Indian Partnership Act and that the members of the Consortium shall otherwise be free to carry on their

independent business or commercial activities for their own respective benefits under their own respective names and styles. This Consortium Agreement is limited in its operation to the specified project.

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

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

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

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

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

Annexure-7

AFFIDAVIT (duly notarized)

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

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

15. 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.
16. 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 Rights of Delhi Metro Trains 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.
17. 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.
18. 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.
19. 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.
20. 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

Annexure-8

UNDERTAKING FOR RESPONSIBILITY

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

_____ as a lead member of the consortium of ____ companies -
namely _____

(Complete name with address) jointly & severally undertake the responsibility in regards to the license agreement with DMRC in respect of Licensing of:-

- 21.** That, we Solely undertake that _____ (Name of the Company/ consortium member) shall conduct all transactions/ correspondences and any other activity in connection with License agreement pertaining to licensing exclusive Advertisement Rights of Delhi Metro Trains on Line-1.
- 22.** That, all consortium members are jointly or severally responsible for all commitments / liabilities/ dues etc. to DMRC.
- 23.** That, we further confirm that, the stake holding of lead member- _____ (Name of the company/ consortium member) shall always remain more than 51% and we, all consortium members, insure that there shall be no change in the stake holding of all parties during the initial lock-in period of license agreement.
- 24.** We also confirm that our consortium was made on Dt._____, for seeking licensing exclusive Advertisement Rights of Delhi Metro Trains on Line-1 in support of which a copy of our Board Resolution is attached with this Undertaking.

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

- 25.** _____
- 26.** _____
- 27.** _____
- 28.** _____
- 29.** _____
- 30.** _____

Witness 1.
 2.

Annexure-9

CERTIFICATE OF STATUTORY AUDITOR FOR ELIGIBILITY

(On the Letterhead of the Statutory Auditor)

We have verified the relevant statutory and other records of M/s _____
 [Name of Bidder], and certify that the cumulative gross turnover of M/s _____
 (Name of the Bidder) 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		
	2015-16	2016-17	2017-18
Name of Bidder or member(1) of Consortium/JV			
Name of Bidder or member(2) of Consortium/JV			
Name of Bidder or member(3) of Consortium/JV			
TOTAL			

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

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

Annexure -10

UNDERTAKING FOR NOT BEING BANNED FROM BUSINESS
(As per clause No. 3.9 of Tender Document)

We do hereby undertake & confirm that DMRC/any other Metro Organisation (100% owned by govt.)/Ministry of Housing & 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 a member in a JV/Consortium, has not been rescinded/ terminated by DMRC after award of contract to us during last 3 years (from the last day of the previous month of a tender submission) due to non –performance either on our own or as a member of 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

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 authorized signatory of the tenderer. In case of JV/Consortium by the authorized signatory of the constituent members & duly counter signed by the authorised signatory of tenderer.
3. In all cases where the Bidding Entities fulfils the eligibility criteria by way of & on account of submission of the financials of its group holding company and/or other group subsidiary company controlled by the same holding as per Clause 3.1 to 3.6 of RFP, the above undertaking shall be executed by such holding as well as group subsidiary company.

Annexure-10A

Declaration/Undertaking
(On letter head of holding company)

This Declaration/undertaking is executed at _____(place)_____ on this the _____ day of ____ (month and year) 2018.

We hereby declare, confirm and undertake as follows:

31. That we M/s _____(name of holding co) _____("Z")_____are a company incorporated in (name of country)_____on _____(date)_____ & have our Regd. Office at _____(address)_____.
32. That M/s _____(foreign entity whose financials/turnover is resorted to) _____("X") is our wholly owned subsidiary company also incorporated in _____(name of country) on _____(date). That the said M/s _____("X")_____ is engaged in & carrying on advertisement business.
33. That M/s _____(bidder) _____("Y")_____ is wholly owned subsidiary company incorporated in India on _____(date)_____ under the companies act, 1956/2013 having its Regd. Office at _____(Address) and the said company is also engaged in & carrying on advertisement business.
34. That our wholly owned Indian subsidiary company M/s _____("Y")_____ is intending to take part in a tender for advertisement on line _____(name of tender) of DMRC and offer a bid there under, relying on & based on financials of its foreign group holding company and/or of the above said group subsidiary company in order to meet the eligibility criteria for the said tender.
35. We _____("Z")_____ (holding company) and _____("X")_____ (subsidiary company incorporated overseas) hereby confirm and under take that we are fully aware of the implications of the above submission _____ by ("Y")_____ and give our explicit and unconditional consent and agreement to the same/above and shall willingly submit the required financial statement to our Indian subsidiary for onward submission to DMRC. We further undertake that all the terms and conditions of the said tender are acceptable to us and shall be binding upon us.

Confirmed above

Signature of bidder

- Holding company signature
(With stamp)

- Subsidiary company signature
(With stamp)

Annexure-10 B

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 bid documents, addendums and clarifications for this work placed 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 for these in the submission of our financial bid. We/I hereby give our acceptance to all the terms and conditions of the bid document as well as the draft licensee agreement.

Company Name _____
Name _____
Signature _____ Date: _____
Postal Address _____
E-Mail ID _____
Phone _____ FAX _____

Annexure-11

DRAFT LICENSE AGREEMENT

Agreement No. _____ of the year 2018

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

AND

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

WHEREAS

- a) DMRC with a view to part finance its project through Licensing of Commercial Advertisements in DMRC Network has invited open E Tender to License out exclusive Advertisement Rights of Delhi Metro Trains on Line-1 of its network on as is where is basis, to be identified, media vehicle(s) fabricated, installed and commissioned by the Licensee with prior approval of DMRC Inside Metro Trains as mentioned in Annexure-I of this document & the RFP. Based on fulfillment of eligibility criteria as laid down in RFP document, the successful bidder/licensee M/s _____, has been selected for assigning of **Exclusive Advertisement Rights of Delhi Metro Trains on Line-1 on 'as is where is basis'** as detailed in Annexure-I of this Agreement.
- b) Advertisements are licensed on bare sites in the Delhi Metro Trains on Line-1 on as is where is basis (to be identified by the licensee and approved by DMRC) and commissioned by the licensee at its own cost and by fixing advertisement panels as per DMRC standards.
- c) DMRC has agreed to provide to the licensee advertising spaces (to be identified by the licensee and approved by DMRC) on "**as is where is**

basis", hereinafter referred to as advertisement spaces, as mentioned below on the terms and conditions hereunder contained.

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

- d) The following documents shall be deemed to form an integral part of and be read and construed as part of this agreement, namely:
- i) Letter of Acceptance No. _____ dated _____.
 - ii) Tender Document, Addendum/Corrigendum, etc.
 - iii) Financial Bid Form
 - iv) Any other document forming part of the tender.
 - v) Reply of the Pre-Bid queries (if any)

e) **SCOPE OF WORK**

The selected Bidder shall have exclusive rights to design, procure/manufacture, install, manage, operate, maintain, market and sell advertising opportunities at Selected Delhi Metro Trains subject to the terms and conditions specified in the License Agreement. Licensee shall be responsible for the following activities:-

- i) The Licensee shall earmark 5 % out of total advertisement spaces inside the metro trains for carrying out DMRC campaign, social activities, social messages, etc. in consonance with its extant CSR policy. Cost for printing advertisements with regard to social marketing activities or social messages shall be borne by DMRC.
- ii) Procurement, fabrication, installation & erection of advertising units. Advertisement inventory shall include prefabricated static advertisement spaces/panels, digital screens inside metro trains and train exterior for wrapping. The digital panels shall be utilized for display of muted VIDEO CONTENT on 30:70 time slot sharing basis between DMRC and Licensee. The time sharing between DMRC and Licensee shall be reconciled every 100 minutes.
- iii) Licensee shall bear the cost of integration, required software, etc.
- iv) Operate, manage and maintain the entire advertisement plans.
- v) Management of sales & marketing of the train advertising including providing adequate professionally trained manpower.
- vi) Design of themes depicting Delhi culture and its natural beauty and Delhi tourism for display at the advertising sites as per the tender conditions.
- vii) Promote DMRC amongst India's top three Destination Brands for Advertising.

- viii) Create new innovative advertising opportunities of metro trains including Experiential Marketing, advertisements by visual aids, smart posters for use e-commerce for on-line or off-line shopping purposes, etc.
- ix) Obtain all approvals, permits, etc. from all competent authorities including different tiers of government, statutory, local, Civic Authorities, etc. at their own cost.
- x) Comply with all statutory requirements in connection with License Agreement.
- xi) Ensure regular and timely payments of all amounts due to DMRC and discharge all obligations as per License Agreement.
- xii) All taxes including Municipal/Advertisement Taxes, GST and all other statutory dues where applicable shall be borne solely by the licensee without any contest.
- xiii) At present, DMRC is not liable to share its revenue generated from advertisements inside DMRC Metro stations with local bodies including MCD, etc. However, if DMRC becomes liable to share revenue with local bodies from advertisements Inside Selected Metro Stations in future, then DMRC shall deposit the due share to local bodies out of its own funds. Licensee shall not be liable to part with any additional amount on this account.

f) **Route / Section Available For Exclusive Advertisement Rights inside Metro Trains on Line No.1**

Selected bidder shall be permitted to display advertisements inside Delhi Metro Trains on Line No.1 as given in Annexure-1 at pre-fabricated advertisement spaces/panels, digital screens inside the metro trains and on train exterior for/by wrapping. Advertisements on floor of Trains and strap hangers are not permissible.

g) **Train sets available for wrapping:**

Maximum number of train sets/coaches where train wraps are permissible shall be 10% of total train coaches subject to a maximum limit of 20% of total train sets under operational holding (As per Annexure-1) of any make and configuration for Line-1.

Additional coaches if needed by the licensee for wrapping beyond 10% of total train coaches but subject to & within the maximum limit of 20% of total train sets under operational holding, shall be offered @ Rs 70,000/-per coach/month excluding all taxes which are also payable along with the License fee and which shall be escalated @ 20% on completion of every three years of contract period on compounding basis (after every 3 years from Commencement date of License period). The additional coaches shall be offered and charged minimum for one month at a time.

Note: If the total no. of car coaches is 42, then car/coaches available for wrapping are 4. If the total no. of car coaches is 48, then car coaches available for wrapping are 5, subject to & with the maximum of 20% of total train sets under operational holding of any make & configuration.

- h) **Charging of License Fee:** the License fee for inside train advertisement & wrapping shall be charged as under:-
- i) The licensee shall pay the quoted Annual License Fee for advertisement rights on Metro Trains on Line-1 of DMRC network and wrapping of trains on Line-1 (subject to maximum of 10% of total train coaches & subject to maximum of 20% of total train sets under operational holding of any make & configuration on Line-1 as mentioned in Annexure-1, amounting to Rs. xxxxx (as per the quoted rate) to DMRC + GST as applicable, payable for a period of 12 months. The license fee shall be payable in advance on quarterly basis to DMRC, by the last working day of previous running quarter, calculated on the basis of the quoted annual License Fee. The quoted annual license fees shall be charged & increased by 20% on completion of every three (3) years of the license period on compounding basis
 - ii) The Exclusive Advertisement Rights of Delhi Metro Trains shall be granted for trains under operation on Line1 (Including its extensions if any) after issue of Letter of Acceptance and handing over of trains by DMRC.
 - iii) There are additional stations under construction on extended section of the existing operational Line-1 and likely to be commissioned and put under operation, tentatively at a subsequent date. The trains extended on these sections/extensions shall also be part of the exclusive advertisement rights to the Licensee on Line-1 of DMRC network.
 - iv) The configuration of each train set may be modified by DMRC at any stage on Line-1. DMRC may induct additional train sets in the given line or withdraw any train set from the service in a particular line, without giving any intimation to the Licensee.
 - v) **Selected bidders shall ensure that the train exteriors and interiors are not spoiled or damaged in the process of displaying the advertisements and particular care should be exercised while displaying advertisements as train wraps. Utmost care shall be exercised in while affixing or removing of train wraps on exterior surface of Metro Trains and ensures that no damage of whatsoever nature is caused to the exterior surfaces, including but not limited to peeling off surface paint, scratches, dents, etc.**
- i) That the Licensee hereby covenants as follows:
- i) Licensee hereby assumes responsibility for Exclusive Advertising Rights Inside DMRC Trains on Line No.1 as specified in Annexure-I.

Licensee shall be responsible for designing, procurement, manufacture, fabrication, installation, commissioning, management, operation, maintenance, marketing and selling advertisement spaces/opportunities inside trains as specified in this Agreement at its own cost. All the advertisement sites and formats proposed by the Licensee are subject to approval by DMRC with regard to operational feasibility, aesthetics, and safety and security concerns.

- ii) Licensee irrevocably agrees to make all payments including License Fee + GST as applicable as per this Agreement as and when due without any delay or demur and without waiting for any formal advice from DMRC.
- iii) The Licensee confirms having examined the potential locations Inside Delhi Metro Trains on Line-1 in detail and fully understands and comprehends the technical requirements of the advertisement insert/media. The Licensee also confirms full satisfaction as to the business viability of licensing the advertisement spaces inside the Metro trains and hereby voluntarily and unequivocally agrees not to seek any claim, damages, compensation or any other consideration, whatsoever, on this account. Licensee also confirms having made independent assessment of present and future market potential and no future claim whatsoever regarding change in market circumstances shall be used by it as an alibi for non-payment of License Fee and other amounts due to DMRC.
- iv) That DMRC and LICENSEE represent and warrant that they are empowered, authorized and able to enter into this agreement.

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

<p>..../...../2018 (.....) FOR AND ON BEHALF OF DELHI METRO RAIL CORPORATION LIMITED</p>	<p>..../..../ 2018 Authorized Signatory. FOR AND ON BEHALF OF LICENSEE</p>
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IN WITNESS WHEREOF the LICENSEE and the DMRC have set their hands hereunto on the day, month and year first written above in the presence of the following witnesses

DMRC

LICENSEE

ARTICLE-1: DEFINITIONS

- a) **“Advertisements” or “Advertising”** means display of any advertisement material including pictures, printed material, electric, electronic media, smart posters, visual display or any other innovative advertising media etc, which are not objectionable or prohibited under various statues, codes, policies, etc. applicable from time to time(Except audio advertising in any form).
- b) **“Agreement”** means the License Agreement to be executed between DMRC and the Selected Bidder in the format approved by DMRC and includes any amendments, annexure hereto made in accordance with the provisions hereof.
- c) **“Applicable Laws”** means all laws, brought into force and effect by Govt. of India, State Governments, local bodies and statutory agencies and rules/ regulations/ notifications issued by them from time to time. It also include judgments, decrees, injunctions, writs and orders of any court or judicial authority as may be in force and effected from time to time.
- d) **“Applicable Permits”** means all clearances, permits, authorizations, consents and approvals required to be obtained or maintained under Applicable Law, in connection with the commercial advertisement spaces during the subsistence of this Agreement.
- e) **“As is where is basis”** means License of the said commercial advertisement space including all equipment, installations, fittings and fixtures is given on ‘as is where is basis’. The LICENSEE may make additions or alterations in the licensed space, carry out various installations including electric installations and wiring, with the prior permission of DMRC in writing at its own cost. Licensee shall not be entitled for any compensation with regard to additions carried out by them in the licensed Commercial spaces. LICENSEE shall be required to hand over the Licensed Space at the end of license period.
- f) **“Bid”** means the documents, including all clarifications, addendum, corrigendum and revisions issued by DMRC to the Bidders, the Proposal submitted by the successful Bidder (Licensee) in response to the Bid Notice in accordance with the provisions thereof.
- g) **“Bidder”** means any entity which is a sole proprietorship firm, a partnership firm or a company having registered office in India & incorporated under the Companies Act 1956/2013, or a combination of above in the form of Joint Venture (JV) or consortium.
- h) **“Bid Security”** means the refundable amount to be submitted by the Bidder along with Tender Documents to DMRC as a security against the earnestness of bid.

- i) **"Change in Law"** means the occurrence or coming into force of any of the following after the date of signing this Agreement:
- 1) The enactment of any new Indian law
 - 2) The repeal, modification or re-enactment of any existing Indian law
 - 3) Any change in the rate of any Tax
 - 4) Provided that Change in Law shall not include:
 - Coming into effect after the date of signing this Agreement of any provision of a statute which is already in place as of the date of signing this Agreement (or)
 - Any new law or any change in existing law under the active consideration of or in the contemplation of any Government as of the date of signing this Agreement, which is a matter of public knowledge.
- j) **"Commencement Date or Handover Date"** means the date on which the first lot of trains are handed over by DMRC to the Selected Bidder, in accordance with the terms of this agreement.
- k) **"Damages"** shall mean any claim of DMRC against the Licensee for breach of this Agreement, including but not limited to, losses, dues, arrears etc. against which DMRC shall be entitled to claim and adjust the Security Deposit/ Performance Security.
- l) **"DMRC"** means Delhi Metro Rail Corporation Limited.
- m) **"Interest Free Security Deposit/ Performance 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.
- n) **"License"** means the licensing rights granted by DMRC to the Selected Bidder for various activities excluding the banned activities as per banned list of usage of premises attached as Annexure-II.
- o) **"Licensee"** means the Selected Bidder, who has executed the license agreement with DMRC pursuant to bidding process.
- p) **"License Fee"** means the amount payable by the licensee to DMRC as per rates offered by the Selected Bidder for utilization of licensed space and accepted by DMRC to be paid by the Licensee along with other charges and any kind of Central or State Taxes, local levies, statutory dues, etc. that may be payable by the licensee as per prevalent law.

- q) **“License Period”** means the period granted by licensor to licensee for a specified period i.e. beginning from the Commencement Date till ending date on the completion /surrender/Termination Date.
- r) **“Permits”** shall mean and include all applicable statutory, environmental or regulatory licenses, authorization, permits, consents, approvals, registrations and franchises from concerned authorities.
- s) **“Selected Bidder”** means the bidder who has been selected by DMRC, pursuant to the bidding process for award of license.
- t) **“Tax”** means and includes all taxes, fee, cesses, levies that may be payable by the Licensee under the Applicable Law to the Government or any of its agencies.
- u) **“Termination Date”** means the end of the License period or date of sooner determination of the License period in accordance with the terms of this Agreement whichever is earlier.
- v) **“Control”** shall mean the power to direct the management or policies of the Bidder/Subsidiary companies, whether through the ownership of over 50% (Fifty percent) of the voting power or through the power to appoint more than half of the board of directors or similar governing body of the companies i.e. having enough voting stock so as to influence and control the management and operations of such companies , here “Controls” and “Controlled by” shall be construed accordingly;
- w) **“Holding company”** of the Bidder/Subsidiary Company shall mean such entity that owns and Controls the Bidder/subsidiary companies. Further, the Holding company maybe an Indian or a foreign incorporated entity, so long as the Bidder is an Indian entity.
- x) **“A subsidiary company”** is one which is part of the group controlled by a holding company. Further, the subsidiary company maybe an Indian or a foreign incorporated entity, so long as the Bidder is an Indian entity.
- y) **“Financial Year”** shall for the Bidder mean the period commencing April 1 of each calendar year and ending on March 31 of the immediately succeeding calendar year. The relevant financial year for a foreign holding and or group subsidiary company will be the nearest period of financial year applicable in their respective countries as compared to the Indian financial year stipulated above.

ARTICLE-2: DISCLAIMER

2.1) The Licensee acknowledges & confirms that prior to execution of this License Agreement, it has:

- i) Extensively analyzed & satisfied itself about the requirement of this License Agreement including but not limited to the market & trade conditions.
- ii) Carefully assessed the business prospects of train advertisement & shall be fully responsible for its assessment in this regard.
- iii) It has examined/assessed the potential advertising location/spaces inside the metro trains on Line-1 & fully understands & comprehends the technical, financial, commercial & investment requirements. It has fully analyzed to its full satisfaction the business viability of this License/Contract & hereby voluntarily & unequivocally agrees not to seek any claim for damages, compensation, costs, etc whatsoever in this regard at any point of time.

ARTICLE-3: GRANT OF LICENSE

TENURE OF LICENSE

- 3.1) Exclusive Advertisement Rights for the said advertisement spaces for trains on Line-1 shall be for 9 (nine) years from the date of handing over of first set of Trains on Line-1 to the Licensee for advertisement. Tenure of the agreement of the said line/ trains handed over subsequently for said agreement shall be co-terminus with the tenure of the trains handed over in the first lot. The date of handing over of first set of trains of the lines 1 shall be the commencement date of License period.
- 3.2) There shall be a lock in period of two years from the date of commencement of license period.

LICENSE FEE

- 3.3) **Charging of License Fee:** The License fee for train advertisement shall be charged as under:

The licensee shall pay the quoted Annual License Fee for the advertisement rights on Delhi Metro Trains on Line-1 of DMRC network & wrapping of trains on Line-1 (subject to maximum of 10% of total train coaches and subject to maximum of 20% of total train sets under operational holding of any make & configuration on line 1 as mentioned in Annexure-1, amounting to Rs. xxxx (as per the quoted rate) to DMRC plus GST as applicable, payable for a period of 12 months. The license fee shall be payable in advance on quarterly basis to DMRC, by the last working day of previous running quarter, calculated on the basis of the quoted annual License Fee.

- 3.4) All Metro Trains as detailed in Annexure-I shall be handed over for advertisements within 10 days from the date of receipt of full payment as stipulated in Letter of Acceptance. The License Fee shall commence immediately after expiry of fitment period of 30 days from the date of the first handing over of trains by DMRC 31st day of first handing of trains on Line-1 for advertisements.
- 3.5) Along with License Fee, Licensee shall also pay other dues like GST, statutory dues/liabilities, electricity charges, damage/penal charges, pending arrears, etc. as applicable. The present rate of GST is 18%. Any further revision in rates of GST will be applicable from time to time.
- 3.6) The Licensee should preferably make the payments of advance License fee payable on quarterly basis to DMRC by E-mode i.e.

RTGS/NEFT for credit of account of DMRC Ltd. after taking prior Approval of DMRC and duly complying with the laid down procedure (Annexure-IV) of DMRC in this regard.

- 3.7) The trains of Line 1 in depot shall be handed over after due acknowledgment from the concerned depot in-charge as per the prescribed pro-forma Performa given in Annexure-VI. If the licensee fails to take over the trains within 10 days from the date of making payment as per LOA & on receipt of the intimation of handing over by DMRC, the trains shall be treated as deemed to be handed over from 11th day of receipt of LOA payments by DMRC. The License fee for coaches/train sets handed over subsequently shall commence immediately after the date of handing over of Trains, without consideration of any fitment period.
- 3.8) There are additional stations under construction on extended section of the existing operational Line 1 which are likely to be commissioned and put under operation tentatively at a subsequent date. The trains extended on these sections /extensions shall also be part of the exclusive advertisement rights to the Licensee on Line 1 of DMRC network.
- 3.9) The configuration of each train set may be modified by DMRC at any stage on line 1. DMRC may induct additional train sets in the given line or withdraw any train set from the service in a particular line, without giving any prior intimation to the Licensee. However, there shall not be any reduction/increase modification in the annual license fee, except for the provision of increase in license fees for holding beyond 260 car coaches on Line-1 as mentioned below.
- 3.10) The amount of the license fee payable to DMRC shall remain valid up to 260 number of car coaches holding in Line 1 and if there is any increase in car coaches beyond 260 on Line 1 respectively, the amount of license fee payable to DMRC shall be increased @ 75% of license fee applicable for that particular period.
E.g.: If the holding of car coaches is 280 on line 1 then license fee payable to DMRC shall be as follows:
License fee applicable for that particular period up to 260 coaches+ (.75* Applicable license fee up to 260 coaches*(280-260)/260)
- 3.11) The reconciliation of license fee and other dues shall be carried out on half-yearly basis. Based on reconciliation, the adjustment of license fee payable to DMRC shall be carried out along with payment of next quarter's License Fees.

- 3.12) **The License Fee and the Interest Free Security Deposit/ Performance Security shall be escalated & increased by 20% on completion of every 3 (three) years of License period i.e. after every 3 years from the commencement date of License period on compounding basis.**
- 3.13) The license fee along with GST as per applicable rate shall be paid on Quarterly basis in advance to DMRC by the last working day of the previous running quarter. This has also been illustrated below for better understanding of licensee –
- The Billing quarter - 1st April - 30th June
 - Period for the issue of invoice - 1st March - 15th March
 - Last Date of payment of Dues to DMRC - 31st March
- 3.14) The Licensee agrees voluntarily and unequivocally to make all payments to DMRC before the due date, without waiting for any formal advice from DMRC. If the Licensee does not receive an invoice before 7 days of due date of payment, the Licensee agrees to collect the same from the office of authorized representative of the Licensor.
- 3.15) Licensee shall periodically advise the details of payment deposited with DMRC. In the case of non-submission of such details, initially Third Party dues, i.e. statutory dues/ liabilities shall be settled (mandatory liabilities of DMRC), then others dues/ liabilities like electricity, etc. and lastly License fee shall be accounted for. The account shall be reconciled by DMRC on annual basis. Discrepancy, if any, shall be adjusted in next invoice.
- 3.16) If the Licensee fails to pay or partly pay the license fee and other dues by the due date, a 15 days' Cure Notice shall be issued to pay the outstanding license fee and other dues along with an interest of 18% (Eighteen percent) per annum on the amount of License Fee and other dues outstanding. Interest shall be charged on net outstanding dues for the actual number of day(s) of delay in payment. Interest shall continue to be accrued on monthly compounding basis until the entire payable amount of License Fee and other dues are finally squared up & paid to DMRC.
- a) If the Licensee fails to pay the outstanding License Fee and other dues within 15 days' of Cure Notice, DMRC shall issue 30 days termination notice to make payment of outstanding License Fee and other dues. No representation of licensee shall be entertained in this period till the licensee pays all dues to DMRC.

- b) In the event of Licensee failing to pay the outstanding License Fee and other dues within 15 days from the date of issue of termination notice, DMRC shall disconnect all utilities provided to the Licensee.
- c) In the event of Licensee failing to pay the dues within 30 days from the date of issue of termination notice, it shall constitute Material Breach of Contract and Licensee's Event of Default under this Agreement and shall entitle DMRC to terminate the License Agreement as per provisions stipulated in ARTICLE-8 of the License Agreement. 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 at '0'/NIL value. DMRC shall be free to dispose-of the said property/goods in whatsoever manner as it deems fit. Licensee shall have no claim for compensation or consideration/damages in this regard.
- d) The Licensee should preferably make the payment of advance quarterly License fee and GST to DMRC by E mode via RTGS/NEFT for credit in DMRC designated account. Licensee shall take prior approval of DMRC after complying with the required procedure/guidelines as per Annexure-IV of Bid Document/DLA. Payment of dues can also be made by DD/Po in favour of DMRC Ltd. payable at Delhi & drawn on a scheduled commercial bank.
- e) In no case, due payments to DMRC shall be allowed to remain outstanding & unpaid for a period of more than 60 days. If at any stage, the dues remain unpaid & outstanding for a period of more than 60 days the License Agreement may be terminated by DMRC with immediate effect without giving any prior notice to the Licensee and in such case the Interest Free Security Deposit / Performance Security & advance License fee received, if any, shall stand forfeited in favour of DMRC Ltd after adjustment of any dues payable by the Licensee to DMRC. The Licensee would be required to remove the advertisements immediately thereafter within 03 days of receipt of such notice of termination by DMRC.

3.17) Interest Free Security Deposit/ Performance Security:

- a) The selected Bidder(s)/Licensee shall submit & pay Interest Free Security Deposit/Performance Security to DMRC equivalent to half

yearly (6 months) License Fee as quoted by the bidder for the total number of trains as mentioned in Annexure-1 for Line-1

- b) The selected Bidder is required to pay & deposit minimum 25% of the Interest Free Security Deposit/Performance Security in the form of DD/PO only in favour of DMRC Ltd, payable in Delhi/ New Delhi & issued by a scheduled commercial banks & the remaining or 75% of Interest Free Security Deposit/Performance Security can be paid & submitted in the form of Bank Guarantee (BG)/DD/PO in favour of DMRC Ltd. payable at Delhi. Interest Free Security Deposit/Performance Security up to Rs.10 lakh shall be payable in the form of DD/PO only.
- c) The interest free Security Deposit/ Performance Security shall be accepted in the following form:
- d) Bank Draft/PO/Bankers Cheque in favor of DMRC Ltd, payable at New Delhi & issued from a Scheduled Commercial Bank based in India, or
- e) Irrevocable Bank Guarantee in the prescribed format issued by the State Bank of India or any other Nationalized Bank or any other Scheduled Commercial Bank, acceptable to DMRC, from/payable at branches located in Delhi/ New Delhi. The Bank Guarantee shall be valid for at least three years. The Bank Guarantee shall be extended and renewed every three years well before expiry of previous Bank Guarantee, failing which the previous Bank Guarantee shall be invoked and en-cashed by DMRC without any prior intimation to the licensee. For last year of license period the Bank Guarantee shall be extended and renewed for residual period of contract plus six months and shall renew it further, 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 notice to the licensee. The BG issuing bank must be on structured financial messaging system (SFMS) platform and a separate advice of Bank Guarantee must invariably be sent by the BG issuing bank to the designated bank of

DMRC through SFMS before it becomes operative & acceptable to DMRC. It is therefore in the own interest of the licensee to obtain from DMRC details of its designated bank & to advise these to the BG issuing Bank & request them to send advice of the BG through the SFMS platform. DMRC's designated bank, at present for confirmation of bank guarantee is detailed as under:

ICICI BANK LTD.,
9A, Phelps Building,
Connaught Place, New Delhi-110001
IFSC CODE: ICIC0000007

- f) 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.
- g) The License Fee and the Interest Free Security Deposit/ Performance Security shall be increased & escalated by 20% on completion of every 3 (three) years from the commencement date of License period on compounding basis.**
- h) The Interest Free Security Deposit / Performance Security shall be escalated & updated by 20% after every three years from the commencement date of License period on compounding basis (minimum 25% of the Interest Free Security Deposit/Performance Security shall be paid & accepted in the form of DD/PO only and the remaining or 75% of Interest Free Security Deposit/Performance Security can be submitted & paid in the form of Bank Guarantee (BG)/DD/PO in favour of DMRC Ltd.. The Interest Free Security Deposit / Performance Security shall not be modified on account of any increase or decrease in the number of coaches during the license period.
- i) DMRC shall reserve the right for deduction of DMRC dues from Licensee's Interest Free Security Deposit/Performance Security at any

stage of agreement i.e. currency/ completion/termination/surrender, against:-

- Any amount imposed as a penalty and adjustment for all loses/damages suffered by DMRC for any nonconformity with the Agreement terms & condition by the Licensee.
 - Any amount which DMRC becomes liable to the Government/Third party due to any default of the Licensee or any of his servant/ agent.
 - Any payment/ fine made under the order/judgment of any court/consumer forum or law enforcing agency or any person working on his behalf.
 - Any other outstanding DMRC's dues/ claims, which remain outstanding after completing the course of action as per this License Agreement.
- j) Once an amount is debited from the interest free Security Deposit/Performance Security, the Licensee shall replenish the Security Deposit/Performance Security to the extent the amount is debited, within 15 days period, failing which, it shall be treated as Licensee's event of default, enabling DMRC to act as per the provision of The License Agreement for the non-payment of dues.
- k) The Licensee shall earmark 5% of total advertisement spaces inside the trains, acceptable to DMRC, for carrying out social activities or social messages in consonance with its extant CSR policy. Cost for printing advertisements with regard to social marketing activities or social messages shall be borne by DMRC.

3.18) **TAXES AND OTHER STATUTORY DUES**

- a) All other statutory taxes, statutory dues, local levies, GST, etc. as applicable from time to time shall be charged extra and shall be remitted along with the License Fee for onward remittance to the Government. The Licensee indemnifies DMRC from any claims that may arise from the statutory authorities in connection with this License.
- b) Payment of stamp duty on execution of license agreement, if any, shall be borne by licensee.
- c) Taxes/Municipal Taxes, if any, shall be solely borne by licensee.
- d) The licensee will not ask for any claim or compensation from DMRC if advertisements are not permitted due to local laws/ action of civil

authorities. The maintenance of all advertisement inserts will be borne by licensee.

- e) At present, DMRC is not liable to share its revenue generated from advertisements from Metro Trains with local bodies including MCD, etc. However, in future, if DMRC becomes liable to share revenue with local bodies from advertisements from Delhi Metro Trains in future including those from train wraps, DMRC shall deposit the due share to local bodies out of its own funds. Licensee shall not be liable to part with any additional amount, on this account.

ARTICLE-4: MAINTENANCE AND OPERATION OF LICENSED SPACES

Maintenance of Advertisement Spaces

- 4.1) Licensee shall keep and maintain the advertisement media in neat and clean condition and in safe & sound manner during the currency of License Agreement all the time of License tenure. Any defective or weak structure should be rectified/replaced by licensee immediately, at its own cost immediately with new proper structure. DMRC shall extend due assistance in sorting out the maintenance problem. The licensee license fee shall not be reduced on account of defective panels, maintenance delays etc. at any cost. In case of any incident/injury caused by advertisement media, due to error/omission attributable on the part of to Licensee, the Licensee shall be responsible for all such claims/compensation, whatsoever.
- 4.2) The Licensee shall exercise extreme care in affixing or removal removing of train wraps on exterior surface of Metro Trains and ensure that no damage of whatsoever nature is caused to the exterior surfaces, including but not limited to peeling off surface paint, scratches, dents, etc. A good quality of adhesive material of contra vision, 3M, similar or higher specifications may be used. In case, any damage is noticed, DMRC shall work out the compensation amount for its rectification. The Licensee shall be liable to deposit this compensation amount to DMRC on advice within 30 days of its receipt of intimation letter from DMRC, failing which interest @ 2 % per month shall be charged till the amount is finally paid. After completion/surrender/termination of License Agreement, the Licensee shall handover the trains to DMRC after removal of all train wraps, adhesives, creative, etc. in a satisfactory manner, free from scratch/dents attributable to train wrapping.
- 4.3) Licensee shall ensure that Licensee and its employees or other persons involved in the execution of the work does not in any way impinge on the safety and security of metro operations, safety & convenience of commuter, safety of metro properties and its assets. In case of serious accident caused due to negligence of the Licensee, resulting in injury, death to commuters or DMRC employees or loss to DMRC property, it shall constitute Material Breach of Contract and shall be considered Licensee's Event of Default that shall entitle DMRC to terminate the License Agreement with 30 days written termination notice.
- 4.4) Access to depots/stations for the purpose of placement of advertisements shall be regulated by the office of the General Manager/Property Business

and the Licensee is required to take necessary permissions in this regard from the office of General Manager/Property Business as per extant policy of DMRC. It is clarified that the permission to the Licensee shall not be unduly denied.

- 4.5) Inspection will be conducted by DMRC officials at regular interval. Discrepancy noticed or instructions issued by DMRC shall be rectified/complied with by the Licensee within a period of 7 days, failing which, DMRC reserves the right to impose fine up to Rs. 5,000/- per instance of violation per week per Train. Deliberate or wilful non-compliance of DMRC written instructions for a period of 90 days shall constitute Material breach and Licensee Event of Default, which shall entitle DMRC to forfeit Interest Free Security Deposit/Performance Security in part or in full and or terminate the License Agreement after giving 90 days notice to the Licensee.
- 4.6) Such termination of the License Agreement and forfeiture of Interest Free Security Deposit/Performance Security by DMRC shall be without prejudice to any other damages, rights or remedies applicable under law in its favour.

4.7) Penalty Clauses

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

i)	Any staff of Licensee found in drunken condition/indulging in bad conduct.
ii)	Any staff of the Licensee found creating nuisance.
iii)	Improper maintenance & defacement of the Metro Property.
iv)	Dishonor of Cheques and Drafts submitted by Licensee to DMRC. Cheques will be accepted only in emergent conditions & with the approval of DMRC by official not below the rank of HOD.
v)	Misbehavior with staff and commuters of DMRC.
vi)	Not following safety and security norms as may be indicated by authorized representative of DMRC.
vii)	Vacant panels inside trains is without display/Advt./Display of DMRC messages at any time after the fitment period

- 4.8) The option to impose fine, penalty, etc. under this License Agreement shall be exercised by DMRC official not below the rank of Dy.HOD of Property Business Department.

4.9) Minimum Material Specifications:-

Licensee shall provide advertisement media conforming to international standards of high quality advertising comparable to Airports and Metro of leading nations. Advertising media is to be made from Fire Retardant, Low Smoke and comply with all Indian and International Standards.

4.10) Specifications of Train Wrap:

The Licensee shall exercise extreme care in affixing or removing of train wraps on exterior surface of Metro Trains and ensure that no damage of whatsoever nature is caused to the exterior surfaces, including but not limited to peeling off surface paint, scratches, dents, etc. A good quality of train wraps of 3M or M/s LG Hausys make or equivalent/higher specifications may be used. The train wraps on glass pane should be of contra- vision type so that it does not hamper or obstruct the visibility.

ARTICLE-5: RIGHTS AND OBLIGATIONS

5.1) Licensee's Obligations:

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

- a) to obtain due permits, necessary approvals, clearances and sanctions from the competent authorities for all activities or infrastructure facilities
- b) to operate and maintain the Licensed Area at all times in conformity with this License Agreement;
- c) to ensure that no structural damage is caused to the existing buildings and other permanent structures at the depot/station as a result of his activities or any of its agents, contractors, sub-Licensee, etc.;
- d) to take all reasonable steps to protect the environment (both on and off the Licensed Space) and to limit damage and nuisance to people and property resulting from construction and operations, within guidelines specified as per Applicable Laws and Applicable Permits;
- e) to duly supervise, monitor and control the activities of contractors, sub-licensees, agents, etc., if any, under their respective License Agreements as may be necessary;
- f) to take all responsible precautions for the prevention of accidents on or about the site and provide all reasonable assistance and emergency medical aid to accident victims;
- g) not to permit any person, claiming through or under the Licensee, to create or place any encumbrance or security interest over whole or any part of the Licensed Space or its assets, or on any rights of the Licensee therein or under this Agreement, save and except as expressly permitted in this Agreement;
- h) to keep the Licensed Space free from all unnecessary obstruction during execution of works and store the equipment or surplus materials, dispose of such equipment or surplus materials in a manner that causes least inconvenience to the Depots/Metro Station, Commuters or DMRC's activities;
- i) at all times, to afford access to the Licensed Space to the authorised representatives of DMRC, other persons duly authorised by any Governmental Agency having jurisdiction over the business at Licensed Space, to inspect the Licensed Space and to investigate any matter within their authority and upon reasonable notice;
- j) to comply with the divestment requirements and hand over the Licensed space to DMRC upon Termination of the Agreement;

- k) to ensure that no foul/ unpleasant smell shall spread out from the premises of the licensee;
- l) To ensure that its equipment does not interfere with the function of DMRC's equipments installed at the depots/station. The Licensee is advised to obtain prior written consent from DMRC for installing such equipments. However, DMRC reserves the right to refuse installation of the equipment if it is of the opinion that the Licensees equipment shall interfere with the depot/station installations.

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

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

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

- a) The Licensee shall not have or claim any interest in the licensed space as a lessee/ tenant/sub-tenant or otherwise.
- b) The rights, which Licensee shall have in relation to the said premises, are only those set out in this Agreement.
- c) The relationship between DMRC and Licensee under and/or in pursuance of this Agreement is as between Principal and Principal. Consequently, neither party shall be entitled to represent the other and/or make any commitment on behalf of and/ or with traders or any other party. Furthermore, no relationship in the nature of Partnership or Association of persons is hereby being created or intended to be created between DMRC on the one hand and Licensee on the other hand in connection with and/or relating business to be operated by Licensee at the said premises.

ARTICLE-6: INDEMNITY AND INSURANCE

- 6.1) 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.
- 6.2) 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.
- 6.3) The Licensee hereby undertakes that DMRC shall not be liable for or in respect of any damages or compensation payable to any workman or other person in the employment of Licensee or any of his contractors/ sub-contractors/sub-Licensees. The Licensee shall indemnify and keep indemnified DMRC against all such damages and compensation; all claims proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto.
- 6.4) The licensee must strictly comply with all the provisions of The EPF Act 1952, The ESI Act 1948, Minimum Wages Act 1948, Labour Laws & regulation in force including but not limited to the Contract Labour (Regulation & Abolition) Act-1986 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.
- 6.5) 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.
- 6.6) 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.

- 6.7) 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.
- 6.8) 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.
- 6.9) 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.
- 6.10) The Licensee shall indemnify and keep indemnified DMRC for any losses/ penalties on this account levied by any Judicial/ Statutory Authorities/ Courts on Licensee.
- 6.11) 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.

ARTICLE-7: FORCE MAJEURE

- 7) 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.

ARTICLE-8: BREACHES/SURRENDER/TERMINATION OF LICENSE AGREEMENT

Surrender of License Agreement:

- 8.1 If the Licensee is desirous of surrendering the license hereby created before expiry of the lock-in period of 2 years, the License Agreement shall be deemed to be surrendered 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 any, more than Interest Free Security Deposit/ Performance Security, from the other contracts of licensee in DMRC. Balance outstanding dues, if any, more than Interest Free Security Deposit/ Performance Security, shall also be recoverable from the licensee before licensee is permitted to remove their establishment(s) or else DMRC will seize their property at '0'/NIL value. DMRC shall be free to dispose-off the said property / goods in whatsoever manner as it deems fit. Licensee shall have no claim for compensation or consideration / damages in this regard.
- 8.2) The Licensee shall have option to exit & surrender from the License Agreement immediately after completion of lock-in period of 2 years. For this, the licensee shall give 180 days prior notice/intimation to DMRC which may be given before completion of defined lock-in period. E.g. (In case lock-in period is of 2 years, prior intimation can be given after 1 ½ years, however, option to exit will be available only after 2 years). In such a case, balance Interest Free Security Deposit/ Performance Security of the Licensee shall be refunded after adjusting the outstanding dues, if any, payable on the part of Licensee. DMRC may also recover the balance outstanding dues, if any, more than Interest Free Security Deposit/ Performance Security, from the other contracts of licensee in DMRC. Balance outstanding dues, if any, more than Interest Free Security Deposit/ Performance Security, shall also be recoverable from the licensee before licensee is permitted to remove their establishment(s) or else DMRC will seize their property at '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 regard.
- 8.3) If the Licensee is desirous of surrendering the license after expiry of lock-in period without serving any prior intimation period or shorter intimation period than 180 days, the agreement shall be deemed to be surrendered 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) and outstanding dues, if any. DMRC may also recover the balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Security, from the other contracts of licensee in DMRC. Balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Security, shall also be recoverable from the licensee before licensee is permitted to remove their establishment(s) or else DMRC will seize their property at '0'/NIL value. DMRC shall be free to dispose-off the said property / goods in whatsoever manner as it deems fit. Licensee shall have no claim for compensation or consideration / damages in this regard.

- 8.4) In case of successful completion of the full term of the License period i.e. Nine (9) years from commencement date of License Period, in such a case, balance Interest Free Security Deposit/Performance Security of the Licensee shall be refunded after adjusting the outstanding dues. If, balance outstanding dues are more than Interest Free Security Deposit/ Performance Security, shall also be recoverable from the licensee before licensee is permitted to remove their establishment(s) or else DMRC will seize their property at '0'/NIL value & be free to dispose of the same in any manner deemed fit. Licensee shall have no claim whatsoever for compensation/damages in this regard. 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.

8.5) Breach of License Agreement/Licensee's Events of Default

- i) Following shall be considered as Material Breach of the License Agreement by Licensee resulting in Licensee's Events of Default:
- ii) 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.
- iii) If the Licensee fails to pay License Fee, utility charges, penalty or Damage herein specified or any other due payable by the Licensee to DMRC by the stipulated date.
- iv) If the Licensee makes any of the following changes in Ownership:
- v) Any change in percentage stake of JV/Consortium by the members of the License Agreement without prior written permission of DMRC.
- vi) Dilution of stake of Lead Member in the JV/Consortium below 51% at any time during the License Period.

- vii) Dilution of stake of any consortium member in JV/ Consortium below 15% during the license period
- viii) If the Licensee during pendency of the License Agreement becomes insolvent or is put under receivership by a competent court.
- ix) If the Licensee is in persistent non-compliance of the written instructions of a DMRC officials.
- x) 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.
- xi) 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.
- xii) If any representation made or warranties given by the Licensee under this Agreement is found to be false or misleading.
- xiii) 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.
- xiv) If the Licensee has created any encumbrance, charges or lien in favour of any person or agency, over the Licensed Space except expressly permitted under this Agreement.
- xv) If a resolution for voluntary winding up has been passed by the shareholders of the Licensee.
- xvi) 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.
- xvii) If the Licensee has abandoned the Licensed Space.
- xviii) If the licensee violates banned usage as per list given in Annexure-II.

8.6) Termination of License Agreement by DMRC

- i) Provided that in the event of application of clauses 7.5 (a) and (b) above, DMRC shall give to the Licensee 15 days' time to cure the default and in the event the Licensee rectify the default to the satisfaction of the DMRC within the cure period, the event shall not be considered as a Licensee Event of Default.
- ii) If the Licensee failing to cure the default within 15 days it shall constitute Material Breach of Contract under this Agreement. It shall entitle DMRC to disconnect all utilities provided to the Licensee and to terminate license agreement. No representation of licensee shall be entertained after the expiry of cure period.
- iii) Termination on Operational Ground:
DMRC reserves the right to terminate the License Agreement on operational ground by giving three months notice. The License agreement shall stand terminated after expiry of three months' notice and the Interest Free Security Deposit/Performance Security shall be refunded after adjusting outstanding dues. The Licensee voluntarily agrees not to seek any claim, compensation, damages or any other consideration whatsoever on any ground in this regard.
- iv) Termination due to Force Majeure conditions: The License Agreement may be terminated for Force Majeure Reasons as specified in ARTICLE-7.

8.7) Other Terms & Conditions:

Upon termination/ completion of License Agreement:

- i) All sub-licenses/ third party agreements, entered by the Licensee, shall stand terminated with immediate effect ;
- ii) In case of termination of agreement on account of Licensee's Events of Default, 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 at 0/nil value. DMRC shall be free to dispose-off the property/goods whatsoever manner as it deems fit. Licensee shall have no claim for compensation or consideration/damages in this regard.
- iii) All utilities shall be disconnected with immediate effect, unless otherwise specified elsewhere, and
 - iv) The Licensee shall vacate the premises within 30 days after date of issue of termination notice.
 - v) Upon termination of the license agreement, the Licensee shall handover the vacant possession of premises to the Depot-in-Charge/Station-in-Charge or his authorized representative within 30 days from the date of termination of License Agreement, after removal of media, fixtures, panels, etc. installed by the Licensee at its own cost, without causing damage to DMRC structures. The Licensee agrees voluntarily and un-equivocally not to seek any claim, damages, compensation or any other consideration whatsoever on this account. If the premise is not handed over in good condition as required under this clause, DMRC reserves the right to deduct/ recover damage charges.
 - vi) If, the Licensee fails to vacate the licensed space/premises within the grace period, penalty of twice the prevalent monthly Licensee Fee shall be chargeable for occupation for & beyond this 30 day period & to enable DMRC to dispose-off the property & goods from the premises. And after lapse of this 30 days grace period, DMRC shall take over the goods / property treating at NIL value, even if it is under lock & key; and shall be free to dispose-off the property in whatsoever manner as it deems fit. Licensee shall have no claim for compensation or consideration / damages after completion of grace period. If, licensee fails to pay the penalty, applicable in case of non-vacation of premises, the same shall be adjusted from the Interest Free Security Deposit / Performance Security available with DMRC. No grace period shall be provided to licensee, if licensee terminates the contract within the lock-in period.
 - vii) After vacating the premises, the Licensee shall submit a vacation certificate issued by the Depot-in-Charge/Station in-charge as a proof of Licensee having vacated the site. Licensee's statement regarding vacation, without a vacation certificate issued by the Depot-in-Charge/Station in-charge shall not be accepted.
 - viii) The termination of this Agreement shall not relieve either party from its obligation to pay any sums then owing to the other party nor

from the obligation to perform or discharge any liability that had been incurred prior thereto. The Licensee shall be liable to pay all dues outstanding to DMRC including electricity, chiller and other utility charges under this agreement without prejudice to rights and remedies applicable under the law. The final settlement of dues shall take place after submission of vacation certificate from the Depot-in-Charge/Station in-charge or his authorized representative subsequent to termination of License Agreement.

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

ARTICLE-9: FACTORS GOVERNING SELECTION OF PERMISSIBLE ADVERTISEMENTS/ NEGATIVE ADVERTISEMENTS

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

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

f) Any type of audio advertisement including that from Digital Media shall not be allowed.

g) All advertisement creative has to be approved by DMRC before display in metro premises.

h) **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. Advertisement of drugs, alcohol, cigarette, or tobacco items.
- 1.4. Advertisements propagating exploitation of women or child.
- 1.5. Advertisement having sexual overtone.
- 1.6. Advertisement depicting cruelty to animals.
- 1.7. Advertisement depicting any nation or institution in poor light.
- 1.8. Advertisement banned by the Advertising Council of India or by law.

- 1.9. Advertising 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.

ARTICLE-10: DISPUTE RESOLUTION

Arbitration: All disputes relating to this agreement or claims arising out of or relating to this agreement or breach, termination or the invalidity thereof or on any issue whether arising during the progress of the services or after the completion or abandonment thereof or any matter directly or indirectly connected with this agreement shall be referred to Arbitrator(s) appointed by Director, DMRC on receipt of such request from either party. Matters to be arbitrated upon shall be referred to a sole Arbitrator if the total value of the claims is up to Rs.50 Lakh and to a panel of three Arbitrators, if total value of claims is more than Rs.50 Lakh. DMRC shall provide a panel of three Arbitrators for the claims up to Rs.50 Lakh and a panel of five Arbitrators for claims of more than Rs.50 Lakh. Licensee shall have to choose the sole Arbitrator from the panel of three and / or one Arbitrator from the panel of five, in case three Arbitrators are to be appointed. DMRC shall also choose one Arbitrator from this panel of five and the two so chosen will choose the third Arbitrator from the panel only. The Arbitrator(s) shall be appointed within a period of 30 days from date of receipt of written notice / demand of appointment of Arbitrator from either party.

The decision of sole Arbitrator / panel of Arbitrators shall be binding on all the parties. The cost of arbitration shall be borne by respective parties equally. The venue of such arbitration shall be Delhi / New Delhi. The parties agree to comply with the awards resulting from arbitration and waive their rights to any form of appeal insofar as such waiver can validly be made.

Rules governing Arbitration Proceedings: The Arbitration Proceedings shall be governed by Indian Arbitration and Conciliation Act 1996, as amended from time to time including provisions in force at the time the references made. During the pendency of arbitration proceedings, the Licensee shall continue to perform and make due payments to DMRC as per the License Agreement.

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

ARTICLE-11: REPRESENTATIONS AND WARRANTIES

11.1) The Licensee represents and warrants to DMRC that-

- i) It is duly organized, validly existing and in good standing under the laws of India;
- ii) It has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;
- iii) 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;
- iv) It has the financial standing and capacity to undertake the commercial utilization of Licensed Commercial spaces;
- v) This Agreement constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
- vi) 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;
- vii) 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;
- viii) 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;
- ix) 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;
- x) 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;

- xi) 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.
- xii) 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.
- xiii) 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.
- xiv) DMRC covenants:
- xv) 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.
- xvi) 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.
- xvii) 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.
- xviii) That the overall control & supervision of the premises shall remain vested with DMRC who will have the right to inspect the whole or part of the licensed premises as & when considered necessary with respect to its bonafide use and in connection with fulfillment of the other terms & conditions of the license agreement. DMRC also

reserves the right to enter the demised premises to repair & replace the fixtures provided by DMRC.

ARTICLE-12: MISCELLANEOUS

- 12.1) Licensee shall comply with the laws of land including Delhi Pollution Control Board guidelines, building guidelines, fire norms etc. DMRC shall not be held liable for any change/modification in these laws which adversely affect this agreement. Licensee shall have no right/ claim in this regard, whatsoever the reason may be.
- 12.2) Licensee shall bear all salaries, wages, bonuses, payroll taxes or accruals including gratuity, superannuating, pension and provident fund contributions, contributions to worker's compensations funds and employees state insurance and other taxes and charges and all fringe and employee benefits including statutory contributions in respect of such personnel employed/deployed by the Licensee. These personnel shall at no point of time be construed to be employees of DMRC and the Licensee shall be solely responsible for compliance with all labour laws which shall include all liabilities of the Provident Fund Act, ESI Act, Workmen's compensation Act, Minimum Wages Act and other Labour Welfare Act in respect of its personnel. The Licensee shall indemnify DMRC from any claims that may arise in connection with above.
- 12.3) Employees conduct: The Licensee shall ensure that all persons employed behave in an orderly and disciplined manner and that the said employees are prohibited from carrying on any unlawful, unfair activities or demonstrations. The Licensee shall submit the details/Bio data of personnel to whom it intends to employ/deploy for carrying out the work of media installation, within 45 days of handing over of the trains'. The personnel deployed shall be decent, courteous and without any adverse or criminal background. In this connection, Licensee shall be required to furnish declaration to DMRC with respect to all his personnel deployed. Further within 45 days of issue of LOA, Licensee shall submit police verification report in respect of all its personnel (to be deployed for the work of media installation) shall be furnished by the Licensee to DMRC. All the Licensee's personnel shall be required to possess ID card issued by DMRC while working in DMRC's premises as per prevailing procedure. Access inside the depots/stations in paid areas shall be through smart cards as per prevailing applicable charges, in addition to the valid ID cards.
- 12.4) DMRC reserves the right to put Signage of the retail outlets in the property development areas in stations/circulating areas of the station. Such signage will be restricted to the Inside/outer faces of the property development areas/circulating area for which licensee will have no claim.

- 12.5) All penalties as applicable in this agreement shall become double after completion of three(3) years of the license period.
- 12.6) Notices : DMRC and Licensee voluntarily and unequivocally agrees –
- 12.7) That any notice to be served upon DMRC shall be sufficiently served and given if delivered to-
- “General Manager/Property Business,
3rd^d Floor, A-Wing, Metro Bhawan,
Fire Bridge Lane, Barakhamba Road, New Delhi-110 001”**
- 12.8) That any notice which may be required to be served upon the Licensee shall be served and given if delivery by Registered / Speed Post/ Courier at the Address given on the First page of the License Agreement or delivered in person to the authorized representative of Licensor.
- 12.9) 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.
- 12.10) No instruction/ notice of any party if not communicated in writing, 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.

<p>...../...../2018</p> <p>(.....)</p> <p>FOR AND ON BEHALF OF DELHI METRO RAIL CORPORATION LIMITED</p>		<p>...../..../ 2018</p> <p>(.....)</p> <p>Authorized Signatory FOR AND ON BEHALF OF LICENSEE</p>
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In Witness whereof the LICENSEE and the DMRC have set their hands hereunto on the day, month and year first written above ***in the presence of the following witnesses:***

DMRC

LICENSEE

ANNEXURE

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

Annexure-I

Details of Metro Trains on line 1

At present train services on line 1 of DMRC Network are operational from Dilshad Garden to Rithala metros station (22.06 km) with a proposed extension of line 1 from Dilshad Garden to Gaziabad New Bus Adda (9.60 km) under construction and to be completed in due course. The said line 1 may be further extended in future as per operational requirement of DMRC.

There are RS-1 type of rolling stock under operation on line-1 i.e. Rotem (RS-1). In Rotem, train sets having 6 coaches, have/a total advt. Area of 7.88 sqm per train for advertisement display i.e. average of 1.31 sqm per coach. The configuration of trains may/can be modified by DMRC at any time in future at its sole discretion.

At present there 39 train sets and 234 coaches under operational holding on line-1. The license fees quotes by the successful bidder/license for a period of 12 months shall be valid for up to 260 coaches under operational holding of any make of configuration on Line-1.

Annexure-II

FACTORS GOVERNING SELECTION OF PERMISSIBLE ADVERTISEMENTS

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

1. The advertisement is prohibited from carrying information or graphic or other items relating to alcohol and tobacco products.
2. The advertisement will have no objectionable and indecent portrays of peoples, products or any terms.
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.
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.
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.
6. Station naming and Co-branding shall not be allowed.
7. Any type of audio advertisement shall not be allowed.
8. **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. Advertisement of drugs, alcohol, cigarette, or tobacco items.
 - 1.4. Advertisements propagating exploitation of women or child.
 - 1.5. Advertisement having sexual overtone.
 - 1.6. Advertisement depicting cruelty to animals.
 - 1.7. Advertisement depicting any nation or institution in poor light.
 - 1.8. Advertisement banned by the Advertising Council of India or by law.
 - 1.9. Advertising 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.

Annexure-III

**Format of Bank Guarantee
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: -

- I. DMRC, with a view to augment its earnings through non-operating revenue, has licensed Exclusive Advertisement Rights of Delhi Metro Trains on Line No. 1 in DMRC Network in two schedules to M/s _____ (hereinafter called "Licensee").
- II. DMRC has agreed to provide to the Licensee, advertising spaces on "as is where is basis" in accordance to LOA No. _____ dated _____.
- III. Therein after referred to as exclusive advertising rights of Delhi metro trains on Line-1, on payment of License Fee to DMRC on the terms and conditions hereunder contained in this License Agreement.
- IV. This License is for a period of Nine (9) years from the date of commencement of License period, unless otherwise terminated/surrendered earlier or extended further.

- V. The offer submitted by M/s _____ having their registered office at _____ has been accepted by DMRC vide LOA No. _____ dated _____.
- VI. As per the terms of the above mentioned LOA, the Licensee has been selected for Exclusive Advertisement Rights of Delhi Metro Trains on Line No. 1 in DMRC Network in two schedules for the duration of the License.
- VII. The Licensee is also required to make payments of License Fees & other dues as per contractual obligations and applicable taxes to DMRC.
- VIII. 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.
- IX. 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 half yearly (6 months) License Fee as quoted by the Licensee for the total number of trains as mentioned in Annexure-1, for respective schedule,, 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.
- X. 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:--

- I. 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.

- II. 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.

- III. 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.
- IV. 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.
- V. 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.
- VI. 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,
- VII. 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.
- VIII. 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.
- IX. 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.

- X. 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.
- XI. 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.
- XII. 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.
- XIII. The guarantee hereinbefore contained shall not be affected by any change in the constitution of the Bank or of the Licensee.
- XIV. The expressions "Bank" and "Licensee" hereinbefore used shall include their respective successors and assigns.
- XV. The Bank also agree that this guarantee shall be governed and construed in accordance with Indian laws and subject to the exclusive jurisdiction of the courts at Delhi.
- XVI. Partial and Multiple drawings/withdrawals are permitted under this bank Guarantee.
- XVII. 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.
- XVIII. 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.
- XIX. 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 _____

Annexure-IV A

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

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

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

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

1. RTGS/NEFT/ECS mode of payments shall require prior approval of DMRC for which licensee/ party/company must take consent from the property business cell of DMRC Ltd. in the standard format attached at ANNEXURE-IVB.
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-IVB. DMRC will give their consent within two working days within the receipt of aforesaid intimation for submission of request as per ANNEXURE-IVB.
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:
5. 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.
6. In case of receipt of payment with incomplete details payment received shall be adjusted /allocated in the following order:
7. All the statutory dues/ Taxes shall be adjusted first.
8. 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.

9. All previous outstanding dues existing on date of receipt of payment including interest/ penalty imposed.
10. 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.
11. In case amount received is even shorter than statutory dues, the licensee shall be liable to pay all the penalties as declared/ decided by the statutory bodies or as applicable under the provisions of law. In addition to this, licensee/ party/ company shall also attract penalties as per the provisions of license agreements. Repeated violations of aforesaid instructions shall be treated as non performance/ breach of agreement and under the provisions of license agreement may attract maximum penalty of termination of license agreement.

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

Date: ____/____/____

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

ANNEXURE-IVB

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

To be filled by DMRC Officials

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

1. _____

2. _____

3. _____

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

Dated: ___/___/_____

Signature of MGR/AM-Property Business
No. DMRC/PB/UNDERTAKING/ECS/12/2

Dt. ___/___/___

ANNEXURE-IVC

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

To,

Delhi Metro Rail Corporation Ltd.

O/o- General Manager/PB

3rd 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 will also undertake to submit the details with payment confirmation before due date.
5. I/we also understand that in case of non-compliances, it will be considered as breach of agreement and action shall be taken as per the terms and conditions of license agreement.

Thanking you

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

To be filled by DMRC Officials

On the request for the _____ (name of licensee/ party/ company), they are allowed to deposit the payment via RTGS/ NEFT/ ECS mode in DMRC's authorized bank name and account No. to which

payments to be made– **M/s 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

ANNEXURE-V

HANDING OVER/TAKING OVER NOTE OF TRAINS FROM DEPOTS

Details of train set No. to be taken over/Handed over

S/N	Train Set No.	Train Type	No. of Coaches

Handed over By
Name
Designation

Taken Over By
Name
Designation

PPIO (Name & Sign. With date)
Depot Name
Line
No.

Annexure-VI

LIST OF

ABBREVIATIONS USED IN THE TENDER DOCUMENT

1. AoA: Article of Association
2. DD: Demand Draft
3. DMRC: Delhi Metro Rail Corporation Ltd.
4. DVAT: Delhi Value Added Tax
5. Dy. CE/PB: Deputy Chief Engineer/Property Business
6. EMD: Earnest Money Deposit
7. ID Card: Identity Card
8. KVA: Kilo Volt Ampere
9. KW: Kilo Watt
- 10.LF: License Fee
- 11.LOA: Letter of Acceptance
- 12.MoA: Memorandum of Association
- 13.MoU: Memorandum of Understanding
- 14.MRTS: Mass Rapid Transport System
- 15.NIT: Notice Inviting Tender
- 16.OMC: Other Maintenance Charges
- 17.PO: Pay Order
- 18.PoA: Power of Attorney
- 19.SD: Interest Free Security Deposit/ Performance Security
- 20.Sqm: Square meter
- 21.GST: Goods and Service Tax
- 22.FY: Financial Year
- 23.JV: Joint Venture
- 24.ROD: Revenue Operation Date