

DELHI METRO RAIL CORPORATION LIMITED



Advertisement Rights inside Akshardham and Botanical Garden Metro stations
through digital media

(Tender Document No.-DMRC/PB/41730026/DM)

NOVEMBER-2017

Delhi Metro Rail Corporation Ltd.

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

Tender Document for Exclusive Advertising Rights inside Akshardham and Botanical Garden Metro station through digital media

Exclusive Advertisement Rights inside Akshardham and Botanical Garden Metro stations through digital media

Request for proposal (RFP)

(Tender Document No.- DMRC/PB/41630026/DM)

Name and address of the Bidder to whom issued:

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

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.

DISCLAIMER

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

CONTENTS

Chapter No.	Items	Page No.
1	Introduction	5
2	Notice Inviting Tender	6
3	Submission and Evaluation of Bids	12
4	Instructions to Tenderers	20
5	Miscellaneous	26
Annexure-1	Details of Advertising spaces offered for Licensing	27
Annexure-2	Letter Comprising the Bid	28
Annexure-3	General Information of the Bidder	32
Annexure-4	Format of Certificate of Statuary Auditor for Eligibility	33
Annexure-5	Power of Attorney of Bidder	34
Annexure-6	Financial Bid / BOQ format	35
Annexure-7	Consortium Agreement/ Memorandum of Understanding	36
Annexure-8	Affidavit	39
Annexure-9	Undertaking of Responsibility	41
Annexure-10	Undertaking for downloaded document	42
Annexure-11	Undertaking For not being banned from Business by any PSU/Central/State Govt. Agency	43
Annexure-12	Declaration / Undertaking regarding Holding / Subsidiary Company	44
Annexure-13	Draft License Agreement	

CHAPTER 1

INTRODUCTION

Delhi Metro Rail Corporation Ltd. (DMRC), a joint venture of the Government of India (GOI) and the Government of the National Capital Territory of Delhi (GNCTD) has completed the Phase I and Phase II of the Delhi Metro and is currently engaged in the establishment of Phase III of the project. The two Selected Metro stations, for which inside station advertisements are envisaged, lie on the Delhi Metro's operational Line-3. The line is also known as Blue Line.

As per existing mandate, Delhi Metro Rail Corporation Ltd. (DMRC) has been empowered to generate additional revenues through commercial advertisements as per the provisions of Delhi Metro Railway Operations & Maintenance Act 2002. Through this tender document, DMRC intends to select a Licensee to grant Advertising Rights inside Selected Metro stations through digital media as mentioned in the Annexure-1.

The detail of the advertising spaces identified inside Selected Metro stations through digital media is as follows:

List of Advertising spaces						
Sl No	Station Name	Panel	Size in ft.	Qty	Area (sqft)	Area in Sqm.
1	Akshardham				538	50
3	Botanical Garden (Line-3)				538	50
	Total area offered for Advertisement in sq. ft.				1076	
	Total Offered Advertisement area In sqm					100 Sqm

The above spaces are proposed to be given on license basis. The advertising spaces inside Selected Metro station, owing to its strategic location, give a unique opportunity for promoting the brands value.

An information document covering the purpose of the license, details of spaces available etc. may be downloaded from the website <https://eprocure.gov.in/eprocure/app> or www.delhimetrorail.com.

CHAPTER 2

NOTICE INVITING TENDER

- 2.0 The two proposed Metro stations for inside advertisement through digital media lie on the DMRC metro line-3. At present, its operational section starts from Dwarka Sector 21 to Noida City Centre(Blue Line). The advertisement spaces/sites proposed will be given on license basis through open e-tender. The advertising spaces inside selected Metro station owing to its strategic location give a unique opportunity for promoting a brands value.
- 2.1. DMRC invites E-Tenders from suitable participants for selection of Licensee to grant advertising rights inside Selected Metro station through digital media on “as is where is basis” for advertising operations.
- a) The Bidders shall not have a conflict of interest that affects the Bidding Process. Any Bidder found to have conflict of interest shall be disqualified. A Bidder shall be deemed to have a conflict of interest affecting Bidding Process if a constituent of one Bidder is also a constituent of another Bidder.
- 2.2. DMRC shall receive Bids pursuant of this tender document, in accordance with the terms set forth herein and as modified, altered, amended and clarified from time to time. Bidders shall submit bids in accordance with terms and conditions on or before the date specified. The Bidders are advised to visit the advertisements site/spaces and familiarise themselves to have proper evaluation before bidding.
- 2.3. Salient features of Bidding Process:
- a) Schedule of Bidding Process

<p>Start of sale of tender Document to Bidders</p>	<p>From 28.11.2017 to 27.12.2017 (up to 1600 hrs.)on e-tendering website https://eprocure.gov.in/eprocure/app Tender document can only be obtained after registration of tenderer on the website https://eprocure.gov.in/eprocure/app For further information on this regard bidders are advised to contact on 23417910-12 (Ext: 534776/543778), For technical queries related to Central Procurement Portal, Help Desk No: 0120-4200462, 0120-4001002, 011-23417910/12, Extn. No. 534318</p>
<p>Cost of tender Document (Non-refundable) And EMD/Bid Security are payable by (Demand Draft /Banker's cheque).</p>	<p>a.) INR 23,600/- (inclusive of 18% GST) Non-Refundable b.) Bid Security/ EMD of Rs.3,10,000/- Payable by (Demand Draft /Banker's cheque) in favour of “Delhi Metro Rail Corporation Ltd” payable at New Delhi & drawn on a scheduled commercial Bank)</p>

Tender Document for Exclusive Advertising Rights inside Akshardham and Botanical Garden Metro station through digital media

Authority & place for submission of cost of tender document & EMD/Bid Security in original physical form before opening of tender	Cost of tender documents and Bid security have to be submitted in original physical form latest by 1600 hours on 27.12.2017 in the office of DY.CE/PB-II Delhi Metro Rail Corporation, 4 th floor, Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi –110 001, failing which, the tender/bid will not be considered.
Last date of receiving queries	08.12.2017 (till 1730 hrs), can be e-mailed to: chandanjauhar@dmrc.org pallavi_15289@dmrc.org rajiv-kumar@dmrc.org
Pre-Bid Conference	07.12.2017 at 1500 hours in Conference Hall, 7 th Floor, Metro Bhawan, Barakhamba Road, New Delhi- 110001.
DMRC's response to queries by	13.12.2017
Date & Time of Submission of tender Bids on E-portal	From 18.12.17 (9:00 hrs) to 1600 hrs on 27.12.2017
Date & Time of Opening of Technical Bids	1600 hrs on 28.12.2017
Date & Time of Opening of Financial Bids	Shall be notified separately to the qualified and selected bidders only
Validity of Bids	180 days from bid submission date

- b) Schedule of Various Stages after the bidding process: The Selected Bidder shall follow the following time lines, consequent of selection of the licensee, who qualifies the eligibility criteria & has H1 financial bid , LOA would be issued to the successful bidder/licensee.

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.
Licensing space to be handed over to Selected Bidder.	Within 10 days of making the full payments of Interest Free Security Deposit/ Performance Security as per LOA.
Signing of License Agreement.	Within 30 days after handing over of the licensed space.
Payment of Advance License Fee for 1 st Quarter to DMRC by Licensee.	Within 45 days after handing over of licensed space as per clause 2.3 (E) of this document

Period of License	The tenure of license shall be for a period of 6 (six) years from date of handing over of the first advertisement space with a lock-in period of 18 months and/with a rent free fitment period of 75 days for preparation of the sites. The license agreement may be extended for further 3 years based on mutually agreed terms & condition & negotiated rates.
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c. The successful bidder will also have to deposit the Interest Free Security Deposit within 30 days from the date of issue of Letter of Acceptance and thereafter take over the possession of sites. In case the bidder fails to deposit the requisite amount as per letter of acceptance (LOA) within 30 days from date of issuance of LOA, an extended period to honour LOA with penal surcharge, for late payment, shall be applicable as under:

Days from date of issue of LOA	Rate of penal surcharge
Up to 30 days	NIL
31 st to 45 th day	@ 3% flat on LOA amount
<i>Penal Surcharge for Late payment would be accepted by DD/PO only.</i>	

- d. If selected Bidder fails to comply with the terms and conditions of the LOA within 45 days of the date of issue of LOA, the LOA may stand cancelled and Earnest Money/Bid Security Deposit submitted may be forfeited in favour of "DMRC Ltd". No further request for extension to make payment of the LOA amount, beyond 45 days may be considered. The bidder voluntarily and unequivocally agrees not to seek any Claim, Compensation, Damages or any other Consideration whatsoever on this account.
- e. The successful bidder will be required to deposit the first advance quarterly license fee within 45 days of handing over of the first advertisement site/station without consideration of any interest and upto 75 days with 2% flat interest on the balance amount that remains unpaid after 45 days. After 75 days the license agreement may be cancelled and terminated if licensee fails to deposit the advance fee and in such case the interest free security deposit shall be forfeited to DMRC as per provision of the contract.

2.4 Eligibility Criteria:-

- a) 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 gross turnover of Rs. 87.00 lakhs in last 3 (three) audited financial statements/years i.e. 2014-2015, 2015-16 and 2016-17 duly certified by chartered accountant under his signature along with stamp. (i.e. gross aggregate turnover of Rs. 2.61 Crores in the last three financial years stated above). Here, gross turnover shall mean turnover from **IT/Telecom/ICT/Advertisement sector(s)** of Business(es). The bidders shall upload the audited financial statements including profit and loss account for the above mentioned last three financial years, as

Tender Document for Exclusive Advertising Rights inside Akshardham and Botanical Garden Metro station through digital media

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.

- b) In case audited balance sheet of the latest financial year is not yet available, then the bidder(s) is required to submit financial statements/reports for F.Y. 2013-14, 2014-15 & 2015-16 along with an affidavit and certificate from Chartered Accountant duly certifying that the balance sheet for F.Y. 2016-17 has not been audited so far. If audited balance sheets of last three preceding years other than the last financial year are not submitted, the bid shall be considered as non responsive and shall not be evaluated.
- I. 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.
 - II. 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 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 security deposit required as per contract conditions.
 - III. In all such cases where the bidder submits the financials 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 12 attached).
 - IV. 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 interse between the holding companies and its other group subsidiary companies engaged in advertisement business whose financials 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.
 - V. 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 financials 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.
- c) In case of a Bid by a JV/Consortium of firms, following shall be abided by their members:
- (i) For the purpose of evaluation of the consortium/JV, each member's contribution towards the turnover shall be considered in the same ratio of their equity participation in the consortium of 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 JV. In such a condition, 70% of 'A''s total turnover and 30% of 'B''s total turnover will be taken into consideration for evaluation of eligibility of the JV).

Tender Document for Exclusive Advertising Rights inside Akshardham and Botanical Garden Metro station through digital media

- (ii) The Lead Member of the JV/Consortium shall maintain a minimum percentage share of 51% of the aggregate shareholding of the JV/Consortium during full tenure of License Agreement.
 - (iii) Any change in percentage stake of JV/Consortium members without prior written approval of DMRC shall be treated as Material Breach of Contract and Licensee's Event of Default entitling DMRC to encash Security Deposit/Performance Security and /or to terminate the License Agreement after a 30 day notice.
 - (iv) Minimum percentage stake of any member in JV/Consortium during license period (including lock-in period) shall not be less than 15%.
 - (v) Partners having less than 26% participation shall be considered as non-substantial partner and shall not be considered for evaluation which means that their eligibility shall not be considered for evaluation of JV/Consortium.
 - (vi) All members of such entity shall be jointly and severally liable for the due performance of License agreement.
- d) **Undertaking For not being banned from Business:**
As on the date of submission of tender:
- (i) DMRC/ any other metro organisations (100% owned by govt.)/Ministry of Housing & Urban Affairs/Order of Ministry of Commerce, applicable for all Ministries must not have banned/debarred business with the tenderer (including any member in case of JV/consortium) as on the date of tender submission. The tenderer should submit undertaking to this effect in **Annexure 11 of Tender Document**.
 - (ii) Also no contract of the tendered 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 a tender submission) due to non-performance of the tenderer or any of JV/Consortium members. The tenderer should submit undertaking to this effect in **Annexure 11** of Tender Document.
- e) The Bidders shall submit to DMRC along with the tender document, a bid security amounting to Rs. 3.10 lakh/- (Rs. Three lakh ten thousand only). The payment of the same shall be made in the form of Demand Draft/ Pay Order drawn on any Scheduled commercial bank in favour of "Delhi Metro Rail Corporation Ltd" payable at New Delhi. The Bid shall be summarily rejected if it is not accompanied **with valid bid security for appropriate amount**. The bid security of the selected Bidder shall be subsequently adjusted against the Interest Free Security Deposit/Performance Security. The bid security of unsuccessful bidders shall be refunded after award of contract, without considering any interest, thereof. If the bidder withdraws his bid at any stage, his Bid Security amount shall be forfeited by DMRC.
- f) DMRC has adopted a two packet Bidding Process to select suitable highest Bidder to grant Licensing Rights for Advertisement inside Selected Metro station through digital media after evaluation of the bids. Bidders are expected to carry out extensive survey of DMRC premises and analysis at their own cost, before submitting their respective Bids for award of the License Agreement. DMRC shall provide necessary assistance to the prospective Bidders in this regard.
- g) The tenderers may obtain further information/clarification, if any, in respect of the tender documents from the office of DGM/PB, Delhi Metro Rail Corporation, B Wing, 4th floor, Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi-110 001.
- h) The intending tenderers must be registered on e-tendering portal

Tender Document for Exclusive Advertising Rights inside Akshardham and Botanical Garden Metro station through digital media

<https://eprocure.gov.in/eprocure/app> . Those who are not registered on the e-tendering portal shall be required to get registered beforehand. If needed, they can be imparted training on 'online tendering process. After registration, the tenderer will get user ID and password. On login, tenderer can participate in tendering process and can witness various activities of the process.

- i) The authorized signatory of intending tenderer, as per Power of Attorney (POA), must have valid *class-III* digital signature. The tender document can only be downloaded or uploaded using Class-III digital signature of the authorized signatory.
- j) Tender submissions will be made online after uploading the mandatory scanned documents towards cost of tender documents and Bid Security shall be submitted in the form of Demand Draft or Pay Order or Banker's Cheque from a Scheduled commercial bank based in India.
- k) Late tenders (received after date and time of submission of bid) shall be out rightly rejected.
- l) DMRC reserves the right to accept or reject any or all proposals without assigning any reasons. No tenderer shall have any cause of action or claim against the DMRC for rejection of his proposal.
- m) After successful completion of tender processing, **the Letter of Acceptance** to the successful bidder shall be uploaded on the e-tendering portal <https://eprocure.gov.in/eprocure/app> which can be downloaded by successful bidder. LOA would also be E-mailed to the successful bidder.
- n) The bidders are advised to keep in touch with e-tendering portal <https://eprocure.gov.in/eprocure/app> and www.delhimetrorail.com/tenders.aspx for updates.
- o) In case of any grievances/complaints regarding this tender, please contact:

1.) General Manager/ Property Business

Delhi Metro Rail Corporation Limited

2nd 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>

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

**General Manager/Property Business
Delhi Metro Rail Corporation**

CHAPTER 3

SUBMISSION AND EVALUATION OF BIDS

- 3.1 This Tender Application Form contains brief information on licensing out Advertisement Rights inside Selected Metro station. This document duly encompasses the Scope of Work, Advertisement Panel Plans/pre-installed locations or otherwise/Specifications, Selection Procedure, Necessary Instructions, Financial Bid Form, Draft Indicative License Agreement, Terms & Conditions and other related/associated Documents/Annexure. An information document covering the purpose of the license, details of space available, etc. may be downloaded from the website <https://eprocure.gov.in/eprocure/app>
- 3.2 This Tender Application Form does not purport to contain all the information that each Applicant may require. Applicants are requested to conduct their own investigations/enquires and analysis and to check the Accuracy, reliability and completeness of the information in this Tender Application Form before participating in the tender process. DMRC Ltd. makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the Tender Document. Information provided hereunder is only to the best of the knowledge of DMRC Ltd. Applicants are required to read out the contents of this document carefully & to provide the required information. Applicants may be single firms or may be members of a JV/consortium. Applicants may read carefully the directions concerning the requirements for consortiums.
- 3.3 It shall be noted that DMRC will not discuss any aspect of the selection process. However, DMRC may display name of successful Tenderer on DMRC's website. Applicants will deem to have understood and agreed that no explanation or justification of any aspect of the selection process will be given by DMRC and that DMRC's decisions are without any right of appeal/litigation, whatsoever. Applicants are advised that the selection process will be entirely at the discretion of DMRC.
- 3.4 For any query from Applicants, DMRC reserves the right not to offer clarifications on any issue raised in a query or if it perceives that the clarifications can only be made at a later stage, it can do so at a later date. No extension of any deadline will be granted on that count or grounds that DMRC have not responded to any query or not provided any clarification. Applicants may note the date and time of uploading of Tender by them. No late or delayed Tender will be accepted. However DMRC may ask for any supplementary information, if deemed so, after

opening of bids.

- 3.5 Applicants will not be considered, if they make any false or misleading representations in statements/attachments. If any submission is found false or misleading even at later stage i.e. after the award of Tender then DMRC may annul the award of contract. Further, the Applicant may be blacklisted for participation in any future Tender of DMRC. In such a case, DMRC shall forfeit the tender security (if any) and Security Deposit (if any).
- 3.6 The Advertising spaces inside Selected Metro station through digital media as detailed in Annexure-1 are proposed to be licensed out on "As is where is basis" to the selected bidder.
- 3.7 The advertising spaces, as mentioned in Annexure-1, shall be handed over to Licensee within 10 days from the date of receipt of payment as stipulated in Letter of Acceptance.
- 3.8 The Licensee will be allowed to a rent free fitment period of 75 days for preparation of the site and license fee for licensed space shall commence from 76th day from date of first handing over of the spaces by DMRC and shall be charged till the termination/ completion of agreement. The Licensee shall have to complete his development/ refurbishment/modification or new location, etc. in all respects, within this specified fitment period of 75 days as the License fee shall be applicable from 76th day of handing over.
- The license fee and interest free security deposit/performance security deposit shall be escalated 20% after completion of every three years of the license period on compounding basis.** All statutory taxes including municipal/advertisement taxes, GST and statutory dues (excluding property tax) as applicable shall be borne by licensee and paid along with the license fee, without any demur or contest.
- 3.9 The area of space to be given on license, as indicated in annexure-1/specified in tender document, are approximate. The Licensee shall be charged for a minimum area of 100 Sqm.as per annexure 1 or actual area used whichever is higher, irrespective of the fact, whether allotted area is fully commercially exploited/utilized or not.
- 3.10 If Licensee/successful bidder applies for additional 'adjacent/same area' (even if for utility) over and above the minimum chargeable area as per Annexure-1, the same shall be provided on pro-rata basis, if found feasible, on sole discretion of DMRC.
- 3.11 All advertisements are subject to full compliance to technical Parameters of the EPCA guidelines, or any other prevailing applicable policy, statutes, codes, etc. as applicable from time to time. The licensee can utilise any format of advertisement including and not limited to, visual display by electronic media (without audio), video walls, touch panels, LEDs, LCDs and any other innovative advertisement

Tender Document for Exclusive Advertising Rights inside Akshardham and Botanical Garden Metro station through digital media

- media, digital display (without audio), etc. Minimum area for which license fee shall be charged is 50 sqm at each location or actual area utilized, whichever is higher.
- 3.12 The actual display area shall be charged exclusive of any border or width of framework. In case of Digital Display/Video Walls, the area to be charged shall be the actual display area of screen, exclusive of any border or non-digital width.
- 3.13 On completion/termination of License Agreement, the Licensee shall handover the space as per last development plan with normal wear & tears. Upon completion of license period, the entire infrastructure provided by licensee for advertisement & operational requirement shall become DMRC property at zero value. The electrical wiring/installations will also become the property of DMRC. The licensee voluntarily agrees not to seek any claim, damages, compensations or any other consideration on this account.
- 3.14 License Fee along with other dues shall be payable to DMRC in advance by the Licensee on quarterly basis before the commencement of respective quarter and by the last working day of the previous running quarter.
- 3.15 The License Agreement shall be executed within 30 days after handing over of the licensed space. Payment of stamp duty upon license agreement, if any, shall be borne by Licensee. The License period shall commence from the date of handing over of advertising Spaces.
- 3.16 **Interest Free Security Deposit/ Performance Security:** The licensee shall pay to DMRC Interest Free Security Deposit equivalent to 6 (Six) months License Fees (Per SQM Per Month) for a minimum chargeable area of 100 sqm. Within 30 days of date of issue of LOA. **Interest Free Security Deposit/ Performance Security** will remain unchanged for a variation up to (+/-)10% from tendered area. Minimum 25% of interest free Security Deposit shall be accepted in the form of Demand Drafft/Pay Order only favoring DMRC Ltd payable at New Delhi and 75% or remaining of the Interest Free Security Deposit shall be paid in the form of Bank Guarantee (BG favoring DMRC Ltd. Interest Free Security Deposit up to Rs. 10 lacs shall be payable in the form of DD/PO only. The escalation on License fee and Interest free Security deposit shall be @ 20% after every three years of License period on compounding basis.
- a) The Interest Free Security Deposit / Performance Security shall be accepted in the following form:
- i. Bank Drafft/Banker's cheque in favour of "Delhi Metro Rail Corporation Ltd" payable at New Delhi and issued from/on a Scheduled Commercial Bank based in India, or
 - ii. Irrevocable Bank Guarantee in the prescribed format issued by branches of State Bank of India or any other Nationalized Bank or other Scheduled Commercial Banks, acceptable to DMRC, from/payable at branches located in Delhi/NCR and the payment of BG in case of being invoked shall be made by its Delhi/NCR Branch only

on receipt of a notice of demand from DMRC. The Bank Guarantee shall be valid for at least three years and shall be renewed further as required by DMRC till 6 months after completion of the contract as given in detail in chapter 7 of the license agreement.

The scheduled commercial Bank issuing the above bank guarantee must be on the SFMS (structured financial messaging system) platform. A separate advise of the BG shall invariably be sent by the issuing bank to the designated bank of DMRC, through SFMS and only after this the BG shall become operative and acceptable to DMRC. It is therefore in the interest of licensee to request the BG issuing bank to send an advise of the BG through SFMS to DMRC's Designated bank. DMRC's designated bank at present for advising of bank guarantee through SFMS is detailed as under:

ICICI BANK Ltd.
9A, PHELPS BUILDING
CANNAUGHT PLACE, NEW DELHI-110001
IFSC CODE: ICIC0000007

- iii. Interest free Security Deposit/Performance Security will remain unchanged for a variation of (+/-) 10% from tendered area, as there is possibility of minor variation in area during handing over.
- iv. The interest free security deposit shall be refunded only after the completion of the full term of license period of 6 (six) years, or in case of surrender by the licensee after lock-in period of 18 months. Surrender must be intimated to DMRC by giving prior notice of 180 days of such surrender, which may be given after 12 month of start of license agreement (However, option to exit will be available only after 18 month of start of license agreement) subject to clause 15.6 to 15.9 of the license agreement.
- v. The interest free security deposit/performance security deposit/performance security shall be forfeited to DMRC Ltd after adjustment of any dues payable to DMRC Ltd , in case of termination of contract by DMRC in case of any event of default by the licensee resulting in a material breach of contract. The forfeited IFSD/advance License fee received shall not be refunded under any circumstances as per the provision of the draft license agreement.

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

3.18 Tenure of License Agreement:

- a) Exclusive Advertisement Rights as per this tender are for a period of six (6) years with a lock-in period of 18 month starting from the first date of handing over of sites as per annexure-1. The tenure of License for sites handed over subsequently shall be co-terminus with the sites handed over initially.
- b) The license shall be for a period of 6 (six) years from the first date of Handing over of advertisement sites. Based on satisfactory performance of first 6 years, this license agreement may be further extended for a period of 3 (three) years on mutually agreed terms and conditions and negotiated rate of license fee. DMRC reserves the sole right not to give any further extension. The licensee hereby unequivocally and voluntarily agrees not to seek any claim, damages,

compensation or any other consideration due to non extension of license by the DMRC.

- c) **Partial surrender of advertisement spaces under this License** agreement shall not be allowed.
 - d) The licensee shall have option to exit from the License Agreement only after a lock in period of 18 month from the date of commencement of License agreement. Licensee shall have to issue 180 days prior notice to DMRC which may be given after completion of one year, However option to exit will be available only after the 18 months lock in period. In such case, Security Deposit of the Licensee shall be refunded after adjusting the dues, if any, to be payable by the Licensee to DMRC
 - e) If the licensee is desirous of surrendering the license agreement before the expiry of 18 months lock in period or without giving 180 days prior notice to DMRC as per provision of License Agreement, the interest free Security Deposit/Performance Security shall stand forfeited in favour of DMRC after recovering/adjusting other dues including License fee. If dues remain outstanding even after taking into consideration advance license fee and interest free security deposit/performance security, such dues shall also be recovered from the licensee, including from its other contracts in DMRC if any.
- 3.19 All other statutory taxes, statutory dues, local levies including GST, as applicable shall be charged extra from the Licensee and shall have to be remitted along with the License Fee for onward remittance to the Government. However, the property tax, if applicable on the property of DMRC, shall be borne by DMRC. The Licensee shall indemnify DMRC from any claims that may arise from the statutory authorities in connection with this License Agreement.
- 3.20 For any addition & alteration to the existing space, structure, utilities, etc. to be done only with the prior approval of DMRC, the licensee shall be solely responsible for obtaining all necessary prior permissions/ approvals from the concerned bodies/authorities/departments. DMRC shall restrain itself only up to forwarding/applying for obtaining the permission/approval from the other bodies/departments. All other liaison, risk & cost in this regard shall be borne by the Licensee only.
- 3.21 The tenderers are required to download the addendum/corrigendum, post bid queries etc. from e-tendering portal <https://eprocure.gov.in/eprocure/app> .

3.22 **Amendment to Tender Documents**

During the tender period, DMRC may issue further instructions to Tenderers or any modifications to existing tender documents in the form of addendum/corrigendum. Such addendum/corrigendum will be uploaded only on the e-tendering portal <https://eprocure.gov.in/eprocure/app> and **DMRC website www.delhimetrorail.com** within the date given in Notice Inviting Tender (NIT) which shall be available for all the prospective tenderers who have purchased the tender document in the tender period.

3.23 Documents Comprising the Tender

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

3.24 Submission of Tenders

The Bid complete in all respect shall be accepted only up to the date and time as specified in NIT. Bids have to be submitted online on the website <https://eprocure.gov.in/eprocure/app> . The Bidders shall furnish the information strictly as per the formats given in the tender documents without any ambiguity. The DMRC shall not be held responsible if the failure of any Bidder to provide the information in the prescribed formats results in lack of clarity in the interpretation and consequent disqualification of its Bid.

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

a. Late Tenders

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/EMD and cost of tender documents in physical/original form shall have to be submitted to office of Dy. General Manager/Property Business, Delhi Metro Rail Corporation 'B'-Wing, 4th Floor, Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi -110001 on or before the stipulated time. It shall be the responsibility of the bidder/tenderer to ensure that their tender security and cost of tender documents reaches the designated officer before the scheduled date and time of submission.

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

b. Modification, Substitution and Withdrawal of Tenders

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

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

3.26 Evaluation of Financial Bids: DMRC shall open Financial Bids of all Tenderers who have passed the Pre-Qualification criteria in the technical bid and have submitted substantially responsive Technical Tender. Financial Bids shall be opened in the presence of Tenderer's representatives who choose to attend at the address, date and time informed/specified by DMRC. The financial bids of the bidders shall be opened one by one, reading out the name of the Tenderer and whether there is a modification; the Tender Price(s), including any discounts and any other details as DMRC may consider appropriate. Only Financial Bids discounts read out and recorded during the opening of Price Tenders shall be considered for evaluation. No Tender shall be rejected at the opening of Price Tenders. The Tenderers' representatives who are present shall be requested to sign the record. The omission

of a Tenderer'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 Tenderers. In case two or more bids are of the same rates then Bidder whose turnover is higher will be selected. However, DMRC's decision shall be binding and final.

3.27 **Correction of Errors**

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

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

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

CHAPTER 4 :INSTRUCTIONS TO TENDERERS

1. Instructions for Online Bid Submission :

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>

A. REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link "**Online bidder Enrollment**" on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) 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.
- 4) 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.
- 5) 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.
- 6) 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.

B. SEARCHING FOR TENDER DOCUMENTS

- 1) 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.
- 2) 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.
- 3) 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.

C. PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.

- 2) Please 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.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document. **The Documents can be submitted in a maximum of seven bifurcated parts.**
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

2. SUBMISSION OF BIDS

- 1) 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.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should submit the EMD as per the instructions specified in the tender document. The original DD/PO for the EMD and cost of tender doc should be posted/couriered/given in the office of **Sr. Dy.CE/PB-II, 4th Floor, B-Wing, Metro Bhawan**, latest by the last date of bid submission or as specified in the tender documents. **The details of the DD/PO, physically delivered/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.
- 5) 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.**
- 6) 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.
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality

Tender Document for Exclusive Advertising Rights inside Akshardham and Botanical Garden Metro station through digital media

of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

- 7) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) Upon the successful and timely submission of bids (ie after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 9) 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.

3. ASSISTANCE TO BIDDERS

- 3.1 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.
- 3.2 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. Contact : 0120-4200462, 0120-4001002

4. General Instructions to Bidders :

- 4.1 No Bidder shall submit more than one Bid for this tender.
- 4.2 Notwithstanding anything to the contrary contained in this tender document, the detailed terms specified in the draft License Agreement shall have overriding effect; provided that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the License Agreement.
- 4.3 The Bid should be furnished in the format mentioned at Annexure-6, clearly indicating the financial offer in both figures and words, in Indian Rupees. In the event of any difference between figures and words, the amount indicated in words shall be taken into account.
- 4.4 The Bidder should submit a Power of Attorney as per the format at Annexure-5, authorising the signatory of the Bid to commit the Bidder.
- 4.5 The Bid and all communications in relation to the Bidding Documents shall be made in English language.
- 4.6 The documents including this tender document and all other attached documents provided by DMRC shall remain or become the properties of DMRC and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this Clause shall also apply mutatis mutandis to Bids and all other documents submitted by the Bidders and DMRC shall not return to the Bidders any Bid, document or any information provided thereto.
- 4.7 The Bidder shall not have a Conflict of Interest that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. A Bidder shall be

Tender Document for Exclusive Advertising Rights inside Akshardham and Botanical Garden Metro station through digital media

- deemed to have a Conflict of Interest affecting Bidding Process if a constituent of such Bidder is also a constituent of another Bidder.
- 4.8 Cost of Bidding: The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. DMRC shall not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.
- 4.9 Site visit and verification of information: Bidders are advised to submit their respective Bids after visiting DMRC space and ascertaining themselves the conditions, traffic, location, surroundings, climate, availability of power, water and other utilities, access to station/space, handling and storage of materials, weather data, applicable laws and regulations and any other matter considered relevant by them. DMRC shall provide necessary permission and assistance to the prospective Bidders in this regard.
- 4.10 It shall be deemed that by submitting a Bid, the Bidder has:
- 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 hereinabove necessary and required for submitting an informed Bid, execution of the license agreement in accordance with the bidding documents and performance of all of its obligations thereunder.
 - 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 of 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.
- 4.11 DMRC shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to tender document or the Bidding Process including any error or mistake therein or in any information or data given by DMRC.
- 4.12 Verification and Disqualification: DMRC reserves the right to verify all statements, information and documents submitted by the Bidder in response to the tender document or the Bidding Documents and the Bidder shall when so required by DMRC make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by DMRC shall not relieve the Bidder of its obligations or liabilities hereunder nor shall it affect any rights of DMRC thereunder.

4.13 Amendment of tender document:-

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

- 4.14 The Bid complete in all respect shall be accepted up to the date and time specified in NIT. Bids have to be submitted online on the website <https://eprocure.gov.in/eprocure/app>. The Bidders shall furnish the information strictly as per the formats given in the tender documents without any ambiguity. The DMRC shall not be held responsible in case of failure of any Bidder to provide the information in the prescribed formats results in lack of clarity in the interpretation and consequent disqualification of its Bid.
- 4.15 Bid documents submitted by fax, telex, telegram, mail or e-mail, etc shall not be entertained and shall be summarily rejected. Only complete uploaded document received on or specified Date shall be considered as valid. Applications received without bid security amount and tender cost shall be summarily rejected.
- 4.16 The Bid should be uploaded on or before specified date and time as per e-tender norms.
- 4.17 DMRC shall open the Bids on the Date, place & time specified in this document and in the presence of the Bidders who choose to attend the proceedings.
- 4.18 To facilitate evaluation of Bids DMRC may at its sole discretion seek clarifications in writing from any Bidder regarding its Bid.
- 4.19 The evaluation and assessment for the selection of the Bidder(s) shall be based on the Bid Variable i.e. the rate of License Fee quoted by the Bidders. The Bidder, quoting the highest rate of License fee per Sqm per month shall be declared the highest bidder and their offer shall be evaluated and assessed by DMRC. In case, two or more bids are of the same rate then Bidder whose turnover is higher will be selected. However, DMRC's decision in this regard shall be binding and final.
- 4.20 After evaluation of Bids, Letter of Acceptances ("LOAs") shall be issued, in duplicate to the Selected Bidder and the Selected Bidder shall within 7 (seven) days of the receipt of the LOA, sign and return the duplicate LOA in acknowledgement and as a token of unconditional acceptance thereto. In the event, the duplicate LOA duly signed by the Selected Bidder is not received by the stipulated date, DMRC may, unless it consents to extension of time for submission thereof, forfeit the Bid Security of such Bidder as Damages on account of failure of the Selected Bidder to unconditionally accept the terms of LOA. Soft copy of the LOA will be e-mailed to the successful bidder.
- 4.21 The licensee shall pay Advance License Fee for 1st Quarter to DMRC within 75 days after handing over of licensed space as per clause 2.3 (e) of this document.
- 4.22 After acceptance of the LOA, the Selected Bidder shall execute the License Agreement within the period prescribed in tender document. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the License Agreement.
- 4.23 Notwithstanding anything contained in this Bid document, DMRC reserves the right to accept or reject any Bid offer and to annul the Bidding Process and reject all Bid

Tender Document for Exclusive Advertising Rights inside Akshardham and Botanical Garden Metro station through digital media

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

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

CHAPTER 5

MISCELLANEOUS

- 5.1 The Bidding Process shall be governed by and construed in accordance with the laws of India and the Courts at New Delhi shall have exclusive jurisdiction over all disputes arising under or pursuant to or in connection with the Bidding Process. During the bidding process no dispute of any type would be entertained. Even in such cases where DMRC asks for additional information from any bidder, the same cannot be adduced as a reason for citing any dispute. All disputes between the selected bidder and DMRC shall be settled as per the Dispute Resolution procedure elaborated in the Draft License Agreement after signing the License Agreement. The Courts at Delhi shall have the sole & exclusive jurisdiction to try all the cases arising out of this License agreement.
- 5.2 DMRC in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- a) suspend and/or cancel the Bidding Process and/or amend and/or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
 - b) consult with any Bidder in order to receive clarification or further information;
 - c) retain any information and/or evidence submitted to DMRC by, on behalf of, and/or in relation to any Bidder; and/or
 - d) Independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder.
- 5.3 It shall be deemed that by submitting the Bid, the Bidder agrees and releases DMRC, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or in future.
- 5.4 The Tender Document and License Agreement are to be taken as mutually explanatory and supplementary to each other and, unless otherwise expressly provided elsewhere in this tender document, in the event of any conflict between them, the priority shall be in the following order:
- a) License Agreement
 - b) Tender Document;
- 5.5 In case of any correction/addition/alteration/omission in the Tender Document observed at any stage, the bid shall be treated as non-responsive and shall be rejected.

Annexure-1

Details of Advertising spaces offered for Licensing through Digital Media

List of Advertising spaces						
SI No	Station	Panel	Size in ft.	Qty	Area (sqft)	Area in Sqm
1	Akshardham Metro station				538	50
2	Botanical Garden Metro station (Line-3)				538	50
	Total area offered for advertisement In Sqft				1076	
	Total minimum chargeable area offered for Advertisement In Sqm					100

Note-1: Area indicated above is approximate. Actual area measured at the time of handing over and it shall be final. If there is any variation in area, the License Fee and other dues shall be charged for actual area handed over.

Note-2: The Advertising spaces inside Selected Metro station is offered on license basis is available on "as is where is basis".

Letter Comprising the Tender Bid
(On Official letterhead of the Bidder)

No:

Dated:

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

Sub: Bid for Licensing of Advertisement Rights at inside Selected Metro stations.(
Akshardham and Botanical Garden)

Sir,

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

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

Tender Document for Exclusive Advertising Rights inside Akshardham and Botanical Garden Metro station through digital media

respect of any Bid or request for proposal issued by or any agreement entered into with DMRC; and

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

Tender Document for Exclusive Advertising Rights inside Akshardham and Botanical Garden Metro station through digital media

11. The financial offer has been quoted by me/us after taking into consideration all the terms and conditions stated in the tender document, draft License Agreement, addendum/corrigendum, our own estimates of costs and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of the project.
12. I/We agree and undertake to abide by all the terms and conditions of the tender document.
13. I/We agree and undertake to be jointly and severally liable for all the obligations of the Licensee under the License Agreement for the License period in accordance with the Agreement.
14. I/We shall keep this offer valid for 180 (one hundred and eighty) days from the Bid Due Date specified in the tender document.
15. I/We agree to submit one copy of Letter of Acceptance to DMRC within 7 days from the date of its issuance as a token of unconditional acceptance of LOA.
16. To deposit the LOA Payment i.e. first advance quarterly license fee/Interest Free Security Deposit/Other payments specified as per LOA, for Advertisement inside Selected Metro station for minimum 100 Sqm, within 30 (Thirty) days of the date of issue of letter of acceptance.
17. To deposit the requisite Interest Free Security Deposit which shall be equivalent to 6 (Six) months License Fees, (for an advertisement area of 100 sqm, as per Annexure-1) and will remain fixed during the currency of the contract even in case of increase or decrease in minimum area up to (+/-)10%.
18. That the License Fee shall commence from the 76th day of handing over of the minimum area of 100 Sqm as per Annexure-1, as prefabricated panels, video walls, touch panels, LED, LCD screens, etc.
19. To sign the License Agreement within the prescribed timeframe as mentioned in the tender document or on date as indicated by the authorized representative of DMRC, failing which, DMRC may deem that you are not interested in the offer and forfeit all payments made till date in favour of DMRC. I/we hereby voluntarily and unequivocally agree not to seek any claim, compensation, damages or any other consideration whatsoever on account of such forfeiture and also agree not to enter into any correspondence on this account.

Tender Document for Exclusive Advertising Rights inside Akshardham and Botanical Garden Metro station through digital media

20. That the cost of Stamp Duty for execution of License Agreement, Registration Charges and any other related Legal Documentation charges/incidental charges in pursuance of this tender will be borne by us.
21. That all Taxes/Municipal Taxes, if any, shall be solely borne by us. GST as applicable from time to time shall also be paid by us.
22. Not to seek any claim or compensation from DMRC if certain advertisements are not permitted due to Local Laws/Civil Authorities. The maintenance of all advertisement media/inserts will be borne by us.
23. And satisfied with the locations of the advertisement areas and fully understand & comprehend the technical requirements. I/We are also fully satisfied as to the business viability of licensing the advertisement panels and shall not claim any compensation, dues or any other consideration, whatsoever, on this account.
24. To undertake not to tamper/alter/modify the document in any manner whatsoever. DMRC may reject the bid outright in case it is found that the Tender Application Form has been tampered/modified/alterd in any manner. DMRC reserves the right to cancel the agreement, forfeiting all amounts in case of successful Applicant and also take necessary legal action. The applicant voluntarily and unequivocally agrees not to seek any claim, compensation, damages or any other consideration, whatsoever, in case DMRC takes necessary action to reject the tender/terminate the agreement, at any time it is found that the downloaded tender document has been tampered/alterd/modified or even corrected.
25. I/We hereby submit tender document complete in all respect and duly signed on each page as a token of unconditional acceptance of all terms and conditions set out in this tender document.

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

Yours

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

Date:

Place:

General Information of the Bidder (on letter head)

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

b. Information regarding role of each member:

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

* Specify whether Lead Member / Ordinary Member

Signed

(Name of the Authorized Signatory)

For and on behalf of

(Name of the Bidder)

Designation

Place:

Date:

Certificate of Statutory Auditor with regard to Eligibility of the Bidder

(On the Letterhead of the Statutory Auditor)

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

Year wise details of Gross Annual Turnover from the business/Businesses is/are as under:

Name of Bidder or member of JV	Turnover from the Business as specified in TENDER No. _____		
	2016-2017	2015-2016	2014-2015
Name of Bidder or 1 st member of JV			
2 nd member of JV			
3 rd member of JV			
TOTAL			

Name & address of Applicant's Bankers:

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

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

Power of Attorney of Bidder

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

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

For

Accepted

_____ (signature)
(Name, Title and Address) of the Attorney

Note:

1. *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the 34 fulfillment(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*
2. *It should be on **non-judicial stamp paper of Rs.100/- duly notarized** and supported by copy of **Board of Resolution** passed for this purpose (in case of company).*

Financial Bid/BOQ (To be submitted online through E-tendering Portal only)

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

Period of License: Six (6) Years

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

List of Advertising spaces				
Sl No	Line	Station	Rate of license Fee in Rupees per square meter per month "X"	Rate of license Fee in Rupees per square meter per month "X"
1	Line – 3	Inside Akshardham and Botanical Garden Metro station for a total of 100 sqm (i.e. 50 sqm at each station)	In figure	In words

I/we also agree/ declare that -

The other utility charges like electricity, statutory dues/taxes, local levies, etc. as applicable to be charged extra.

b) If there is any discrepancy between amounts quoted in words and figures, the amount quoted in words shall prevail.

c) This offer is being made by me/us after taking into consideration all the terms and conditions stated in the tender document and after careful assessment of the space offered, all risks and contingencies and all other conditions that may affect the financial Bid. Monthly License Fee shall be equal to Area of space X Rate.

My/our offer shall remain valid for 180 days from the due date of submission of this Bid.

e) I/we undertake to make the payments to DMRC as per terms and conditions of the Bid document as per rates given above.

Authorized signatory

Date:

Consortium Agreement/Memorandum of Understanding (duly stamped)

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

BETWEEN

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

AND

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

AND

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

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

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

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

NOW THIS CONSORTIUM AGREEMENT/MEMORANDUM OF AGREEMENT HEREBY WITNESSES:

1. That in the premises contained herein the Lead Member and the Participant Member having decided to pool their technical know-how, working experiences and financial resources, have formed themselves into a Consortium to participate in the Bid process for Licensing of **advertisement rights inside Selected Metro station through digital media** in terms of the Bid invited by Delhi Metro Rail Corporation Ltd., (DMRC).
2. That all the members of the Consortium have represented and assured each other that they shall abide by and be bound by the terms and conditions stipulated by DMRC for awarding the Bid to the Consortium so that the Consortium may take up the aforesaid license, in case, the Consortium turns out to be the successful bidder in the bid being invited by DMRC for the said purpose.
3. That all the members of the Consortium have satisfied themselves that by pooling their technical know-how and technical and financial resources, the Consortium fulfills the pre-qualification/eligibility criteria stipulated for a bidder, to participate in the bid for the said Bid process for **advertisement rights inside Selected Metro station**.
4. That the Consortium have agreed to nominate any one of _____, _____ and _____ as the common representative who shall be authorized to represent the Consortium for all intents and purposes for dealing with the Government and for submitting the bid as well as doing all other acts and things necessary for submission of bid documents such as Bid Application Form etc., Mandatory Information, Financial Bid, etc. and such other documents as may be necessary for this purpose.
5. That the share holding of the members of the Consortium for this specified purpose shall be as follows:
 - e. The Lead Member shall have ___per cent (___%) of share holding with reference to the Consortium for this specified license agreement.
 - (ii) The Participant Member shall have ___ (___%) of share holding with reference to the Consortium for this specified license agreement.
6. That in case to meet the requirements of bid documents or any other stipulations of DMRC, it becomes necessary to execute and record any other documents amongst the members of the Consortium, they undertake to do the needful and to participate in the same for the purpose of the said project.
7. That it is clarified by and between the members of the Consortium that execution to this Consortium Agreement/Memorandum of Agreement by the members of the Consortium does not constitute any type of partnership for the purpose of provisions of the Indian Partnership Act and that the members of the Consortium shall otherwise be free to carry on their independent business or

Tender Document for Exclusive Advertising Rights inside Akshardham and Botanical Garden Metro station through digital media

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

8. That the Members of the Consortium undertake to specify their respective roles and responsibilities for the purposes of implementation of this Consortium Agreement and the said project if awarded to the Consortium in the Memorandum to meet the requirements and stipulations of DMRC.

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

f. (_____)
Authorized Signatory
(_____)
For (Name of company)

g. (_____)
Authorized Signatory
(_____)
For (Name of company)

h. (_____)
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.

Affidavit

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

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

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

DEPONENT

Tender Document for Exclusive Advertising Rights inside Akshardham and Botanical Garden Metro station through digital media

VERIFICATION:-

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

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

DEPONENT

Annexure-9

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

Undertaking for Responsibility

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

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

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

1. _____
2. _____
3. _____

Witness 1.

2.

UNDERTAKING FOR DOWNLOADED TENDER DOCUMENT

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

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

Company Name _____

Name_____

Signature_____ Date: _____

Postal Address _____

E-Mail ID _____

Phone _____ FAX _____

Company Seal:

(On Stamp Paper of Rs. 100/- duly notarised)

UNDERTAKING As per clause No. _2.4 (D) of RFP Document

- 1 We do hereby undertake that DMRC/any other Metro Organisation (100% owned by govt.)/Ministry of Housing & Urban Affairs/Order of Ministry of Commerce, applicable for all Ministries has not banned/debarred business with us as on the date of tender submission.**
- 2 Also any work executed either individually or 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.**

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 and duly counter signed by the authorised signatory of tenderer.
3. In all cases where the bidding entity fulfils the eligibility criteria by way of and on account of submission of the financials of its holding companies and/or other group of subsidiary companies as per clause 2.4 of RFP, the above undertaking shall be executed by such holding companies as well as group subsidiary company.

Annexure-12

Declaration/Undertaking regarding holding subsidiary company

(On letter head of holding company)

Declaration/undertaking is executed at _____(place)_____ on this the _____ day of_____(month and year)_____

We hereby declare, confirm and undertake as follows:

1. 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)_____.
2. 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.
3. 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.
4. 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.
5. 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

1. Holding company signature
(With stamp)
2. Subsidiary company Signature
(With stamp)

DELHI METRO RAIL CORPORATION LIMITED



Draft License Agreement for
Advertisement Rights inside Akshardham and Botanical Garden Metro stations
of Line-3, through digital media

(Tender Document No. -DMRC/PB/41630011/DM)

~~FEBRUARY-2017~~

Delhi Metro Rail Corporation Ltd.

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

Contents of License Agreement

[Page No. 45]

Chapter No	Item of Chapter	Page No
1	License Agreement	47
2	Definitions	50
3	Scope of Exclusive Advertisement Rights Inside Selected Metro Stations	51
4	Disclaimer	55
5	Tenure of License	56
6	License Fee	57
7	Interest Free Performance Guarantee & Security Deposit	60
8	Taxes and Other Statutory Dues	63
9	Innovations, Creativity and Procedure of Approval of Advertisement Spaces	64
10	Factors Governing Selection of Permissible Advertisements	66
11	Minimum Material Specifications for Advertisement	67
12	Electrical Specifications and Procedure for Release of Electric Power Supply	68
13	Maintenance of Advertisement Spaces	69
14	Force Majeure	71
15	Licensee Events of Default and Termination of License	72
16	Dispute Resolution	75
17	Miscellaneous	76
18	Representation and Warranties	79
Annexure-1	Details of Advertising Spaces offered to Licensee	82
Annexure-2	Format of Bank Gurantee	83
Annexure-3	NEFT/RTGS procedure	87
Annexure-4	Handing Over/Taking Over	92
Annexure-5	Rules and Guidelines for Release of Electric Power	94

Chapter: 1
Draft License Agreement
Agreement No _____ of Year 2017

THIS AGREEMENT entered into at Delhi on this ____ day of _____ 2017 between Delhi Metro Rail Corporation Ltd. a company incorporated under the provisions of the Companies Act-1956 having its registered office at Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi-110001, India, hereinafter referred to as "**DMRC**" (which expression shall unless repugnant to the context mean and include its successors and assigns) of the **First Party**.

AND

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

WHEREAS

- a) DMRC, with a view to augment its earnings through non-operating revenue, had invited Bids from the interested parties for granting Exclusive **advertisement rights inside Selected Metro station i.e Akshardham & Botanical Garden through digital media** by installing Video Walls, Touch Panes, LEDs, LCD Screens, etc. through open bidding process. Based on fulfillment of eligibility criteria as laid down in tender document, successful bidder M/s _____ has been selected for assigning **Exclusive advertisement rights at inside Selected Metro stations through digital media as detailed in Annexure -1 on "as is where is basis" on Line No. -3 for a period of 6 (six) years from date of handing over of the first advertisement space.**
- b) The licensee shall perform the obligations and exercise the rights under the Letter of Acceptance (LOA) dated _____ - including the obligations to enter into the License Agreement, pursuant to the issue and acceptance of the aforementioned LOA.
- c) DMRC has agreed to provide to the Licensee, Advertising Spaces for Video Walls, Touch Walls, LEDs, LCDs, pre-fabricated panels, etc. as per annexure-1 for minimum chargeable area on "as is where is basis" and any additional area if required subsequently will be identified by the Licensee and got approved by DMRC and allotted subject to clause 3.10 of the RFP and 3.6 of DLA document.
- d) The above license rights are herein after referred to as Advertisement Spaces, on payment of License Fee to DMRC on the terms and conditions hereunder contained in this License Agreement.

Tender Document for Exclusive Advertising Rights inside Akshardham and Botanical Garden Metro station through digital media

- e) The Licensee shall design, procure, manufacture, fabricate, install, commission, manage, operate, maintain, market and sell advertising spaces/opportunities inside Selected Metro station through digital media as specified in this Agreement at its own cost. Advertisement spaces for installation of Video Walls, Touch Walls, LEDs, LCD Screens, etc shall be identified by the Licensee and got approved from DMRC before commissioning. No audio advertisement will be permitted under any circumstance.

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

- A. The following documents shall be deemed to form an integral part of and be read and construed as part of this agreement, namely:
- 1.1 Letter of Acceptance no. dated _____.
 - 1.2 Tender Document, its Addendums & Corrigendum, if any.
 - 1.3 Any other document issued by/of DMRC forming part of the Bidding Process.
- B The Licensee hereby covenants as follows: -
- 1 Licensee hereby assumes responsibility for exclusive **advertisement rights inside Selected Metro station of line-3 as per annexure-1 with minimum chargeable are of 100 Sqm through digital media** by installing Video Walls, Touch panes, LEDs, LCD Screens, etc. Licensee shall be responsible for design, procure, manufacture, fabricate, install, commission, manage, operate, maintain, market and sell advertising spaces/opportunities inside stations as specified in this Agreement at its own cost. All the advertising sites and formats proposed by the Licensee are subject to prior approval by DMRC with regard to operational feasibility, aesthetics, safety and security concerns.
 - 2 Licensee irrevocably agrees to make all payments including License Fee as per this Agreement as and when due, without delay or demur and without waiting for any formal advice from DMRC, in this regard.
 - 3 The Licensee confirms having examined the potential locations inside Selected Metro station in detail and fully understands and comprehends the technical requirements of the advertisement insert/media. The Licensee also confirms full satisfaction as to the business viability of licensing the advertisement spaces inside Selected Metro station through digital media and hereby voluntarily and unequivocally agrees not to seek any claim, damages, compensation or any other consideration, whatsoever on this account. Licensee also confirms having made independent assessment of present and future market potential and no future claim whatsoever regarding change in market circumstances shall be used by it as an alibi or excuse for non-payment of License Fee and other amounts due to DMRC under this License Agreement.

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

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.

.....-.....-2017

.....-....- 2017

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

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

InWITNESS 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

Chapter: 2 Definitions

- a) **“Advertisements”** or **“Advertising”** means display of any advertisement material including pictures, printed material, electric/electronic media like video walls, touch panels, LEDs, LCD screens, smart posters, holographic images, visual display or any other innovative advertising media, etc. which are not objectionable or prohibited under various statutes, codes, policies, etc. as applicable from time to time.
- b) **“Agreement”** means this License Agreement executed between DMRC and Selected Bidder.
- c) **“Applicable Laws”** means all laws, brought into force and effect by Government of India, State Governments, local bodies and statutory agencies and rules/regulations/notifications issued by them from time to time and applicable to this License Agreement. It also include judgments, decrees, injunctions, writs and orders of any court or judicial authority as may be in force and effected from time to time.
- d) **“Commencement Date”** means the date of handing over of sites as per annexure-1 for advertisement in accordance with the terms of this agreement.
- e) **“License”** means the Advertising Rights granted by DMRC to the Selected Bidder for exclusive advertisements inside Selected Metro station through digital media under terms and conditions of this Agreement.
- f) **“Licensee”** means the Selected/successful Bidder, who has executed the License Agreement with DMRC pursuant to the conclusion of the bidding process.
- g) **“License Fee”** means the amount payable by the Licensee to DMRC for advertisement space as per Terms and Conditions of the License Agreement.
- h) **“DMRC”** means Delhi Metro Rail Corporation Limited.
- i) **“Interest Free Security Deposit/Performance Security”** means interest free amount to be deposited by Licensee with DMRC equal to 6 month license fee for main area of 100 Sqm as per terms and conditions of License Agreement as a security against performance of License agreement.
- j) **“License Period”** means a period of 6(Six) years starting from the “Commencement Date”.
- k) **“Places available for advertisement”** or **“Advertising Spaces”** means inside Selected Metro station through digital media where advertisement is displayed by Licensee in pursuance with this Agreement as given in Annexure 1.
- l) **“Selected Bidder”** means the Bidder who has been selected by DMRC, pursuant to the bidding process for award of License.
- m) **“As is where is whatever there is”** 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.
- n) **“Change in Law”** means the occurrence or coming into force of any of the following after the date of signing this Agreement:
- a) The enactment of any new Indian law
- b) The repeal, modification or re-enactment of any existing Indian law

- c) Any change in the rate of any Tax

Provided that Change in Law shall not include:

- i. Coming into effect after the date of signing this Agreement of any provision of a statute which is already in place as of the date of signing this Agreement (or)
- ii. Any new law or any change in existing law under the active consideration of or in the contemplation of any Government as of the date of signing this Agreement, which is a matter of public knowledge.
- o) **“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
- p) **“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.
- q) **“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.
- r) **“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.
- s) **“Permits”** shall mean and include all applicable statutory, environmental or regulatory licenses, authorization, permits, consents, approvals, registrations and franchises from concerned authorities.
- t) **“Selected Bidder”** means the bidder who has been selected by DMRC, pursuant to the bidding process for award of license.
- u) **“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
- v) **“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.
- w) **“Termination Date”** means the end of the License period or date of sooner termination of the License period in accordance with the terms of this Agreement whichever is earlier.

Chapter: 3

Objective and Scope of Exclusive Advertisement Rights inside Selected Metro station

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

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

3.2 **Scope of Exclusive Advertisement Rights**

The licensee/successful bidder shall have exclusive advertisement rights to design, procure/manufacture, install, manage, operate, maintain, market and sell advertising opportunities by digital media at Selected Metro station on line-3 as given in Annexure -1 through digital media subject to the terms and conditions specified in the License Agreement for a total minimum advertisement area of 100 Sqm as per details attached at annexure – 1 on **as on where is basis** giving full compliance to technical Parameters of existing guidelines or any other prevailing applicable policy, statutes, codes, applicable laws etc. as applicable from time to time. Additional area required shall be on chargeable basis and at the sole discretion of DMRC and subject to clause 3.10 of the RFP document & 3.6 of DLA,

Licensee shall be responsible for the following activities:-

- a) Preparation of an advertising plan which must clearly earmark exact locations and type of advertisement planned for each advertising site and other relevant details. DMRC shall consider the plan with respect to aesthetics, operational feasibility, safety and security concerns. If the part of plan is not approved by DMRC, Licensee is required to submit revised plan for approval. All further modification/revision in advertisement plan shall be got approved from DMRC. All advertisement panel will be installed only after prior approval of DMRC. Additional area beyond 100 sqm. as per Annexure-1 will be charged extra as per the provision of the RFP document (Clause 3.10) and 3.6 of DLA of the contract for the additional area shall be co-terminus with License agreement for the area initially handed over.
- b) Designing of all advertising units/structures to complement station architecture for advertising sites.
- c) Procurement, fabrication, installation & erection of advertising units. Advertisement inventory shall include advertisement spaces inside Selected station include visual display by electronic media (without audio), Video Walls, Touch Panels, LEDs, LCD Screens, projectors/holography or any other innovative advertisement media. Appoint an architect to interact with nodal

Tender Document for Exclusive Advertising Rights inside Akshardham and Botanical Garden Metro station through digital media

representative of DMRC to bring clarity in understanding of spaces, to coordinate and implement decisions taken.

- d) In addition to minimum 50 Sqm per station, licensee shall provide upto 5 sqm space at each station, free of cost, customized (in number & dimensions, as per DMRC need) digital media for DMRC's operational requirement. This media shall be maintained (hardware & software, as per DMRC requirement) by the licensee during the currency of the contract. The main purpose of this media shall be for providing information to DMRC's commuters .
- e) Operate, manage and maintain the entire advertisement plans/sites.
- f) Management of sales & marketing of the advertising spaces inside selected stations through adequate professionally trained manpower.
- g) Design of themes depicting Delhi culture and its natural beauty and Delhi tourism for display at the advertising sites as per the tender conditions.
- h) Promote DMRC amongst India's top three Destination Brands for Advertising.
- i) Create new innovative advertising opportunities inside selected metro stations including Experiential Marketing, and advertisements by visual aids, smart posters for use in e-commerce for on-line or off-line shopping purposes, etc. with the prior approval of DMRC.
- j) Obtain all approvals, permits, etc from all competent and required authorities, including different tiers of government, statutory, local, civic authorities, etc. at its own cost.
- k) Comply with all statutory requirements in connection with License Agreement.
- l) Ensure regular and timely payments of all amounts due to DMRC and discharge all obligations as per License Agreement.
- m) Payment of all statutory taxes, local levies, statutory dues, etc as and when due.
- n) GST on advertisement and advertisement tax shall be payable by licensee along with the license fee as applicable.
- o) No Audio advertisement will be permitted under any circumstances.

3.3 Places Available for Exclusive Advertisement at Selected Metro station:

Exclusive Advertisement Rights are hereby given at Selected Metro station through digital media for a total minimum advertisement area of 100 Sqm as per details attached at annexure-1 on sites on as and where basis giving full compliance to technical Parameters of prevailing applicable policy, statutes, codes, applicable laws, etc.

- 3.4 If the licensee is desirous of revising/modifying already installed advertisement panels/Pillar boards, etc., the Licensee shall submit revised advertisement plan for approval of DMRC. However, additional area, subject to and in multiples of 5 sqm if required by Licensee, may be permitted/approved once in a quarter only. Similarly surrender of any additional area over and above the minimum chargeable area of 100 sqm, can be done only once in quarter and subject to minimum of 5 sqm. The revised additional advertisement area shall become effective / chargeable from the 10th day on which DMRC approval is advised to

licensee for additional plan, or actual date of utilization of space whichever is earlier.

- 3.5 DMRC reserves its right to withdraw any site listed in Annexure 1, However, DMRC shall exercise the option of withdrawal of advertisement site sparingly and with due consultation with the Licensee. The Licensee hereby voluntarily and unequivocally agrees not to seek any claim, damages, compensation or any other consideration, whatsoever on this account. The Licensee shall vacate the premises of such stations within a period of 30 days from such intimation. Additional advertisement sites at Selected Metro station, if any, other than those listed in Annexure-1 may also be handed over to the licensee for exclusive advertisement rights, however, DMRC's decision in this regard shall be final and binding. The license fee for such Additional advertisement sites shall commence from the 10th day on which DMRC's approval is advised to the licensee for revised additional plan, or actual date of utilization by Licensee, whichever is earlier. The tenure of additional advertisement sites shall be co-terminus with this license agreement.
- 3.6 If Licensee applies for additional 'adjacent/same area' (even if for utility) over and above the minimum chargeable area of 100 sqm as per Annexure-1, the same shall be provided on pro-rata basis, if found feasible, on sole discretion of DMRC.
- 3.7 **Exception to Exclusivity in indoor advertisement tenders. (as and where applicable)**
- (i) DMRC has provided contract for regular cleaning & maintenance of cycle stands and toilet blocks with continuous serviceability round the clock along with advertisement rights (for area not exceeding 15 sqm) on the toilet blocks and cycle stands to the contractor.
 - (ii) DMRC has provide contracts for water ATMs where in water is made available to commuters with advertisement rights (for area not exceeding 02 sqm) on water ATMs.
 - (iii) DMRC provides contract for providing DDIS (Dual Display Information System), digital media signage / DMRC messages at ticket counters (TOM, CCC, TVM, etc.) through LED, video wall, etc, wherein advertisement rights shall be provided to the contractor on this digital media on time sharing basis, whereby contractor would get time slot for advertisement on these digital media along with display of DMRC signage, information, messages, etc. These digital media would be provided for an area not exceeding 10 sqm. And, successful bidder for the advertisement rights inside selected stations metro stations will also be eligible to bid.
 - (iv) DMRC may nominate some of the locations / stations of DMRC network for providing Art / Exhibition / event corner, wherein DMRC would be utilizing a defined location at the station for displaying exhibits, artwork, etc, without any commercial consideration to the licensee.
 - (v) DMRC may install / create any new inventory, panels, etc. for its partners, etc. without any commercial exploitation from the same which may be for displaying artwork/ exhibition corner, other exhibits without any commercial consideration to the Licensee.

Tender Document for Exclusive Advertising Rights inside Akshardham and Botanical Garden Metro station through digital media

- (vi) The licensee shall not be provided rights for advertising through wi-fi, mobile/radio signals on advertisement media not installed / owned by them, viz, mobile, tablet, etc. of commuters', DMRC staff, etc.
 - (vii) Co-branding Rights - DMRC may provide Co-Branding Rights at selected stations wherein the selected licensee would be allowed to prefix/ suffix the brand name of approved brand with the existing name of the station, along with up to 10 sqm of branding space (both inside as well outside) on civil structure of the station.
 - (viii) DMRC has provided/intends to provide spaces inside these metro stations for display of handicrafts portraits, promotion of Heritage, Art & Culture, etc. The licensee shall be at liberty to identify other available spaces at these stations after excluding the space for display of these activities.
- 3.8 No Audio advertisement will be permitted at any of the installed panels.

Chapter: 4 Disclaimer

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

Chapter: 5 Tenure of License

5.0 Tenure of License

- 5.1 Exclusive Advertisement Rights are for a period of six (6) years with lock-in period of 18 months starting from the date of first handing over of sites. The tenure of License for sites handed over subsequently shall be co-terminus with the sites handed over initially. Based on the satisfactory performance of first 6 years , the licence agreement may be extended further for 3 (three) years on mutually agreed terms and conditions and negotiated rate.
- 5.2 Partial surrender of advertisement sites under the license agreement by licensee shall not be allowed.
- 5.3 There shall be a fitment period of 75 days in this contract and the fitment period shall be applicable from the first date of handing over of initial advertisement spaces by DMRC.
- 5.4 The license shall be for a period of six (6) years from the date of first handover of sites. DMRC reserves the sole right not to give any further extension. The licensee hereby unequivocally and voluntarily agrees not to seek any claim, damages, compensation or any other consideration due to non extension of license by the DMRC

Chapter: 6 License Fee

6.0 License Fee

- a) The above advertisement area shall be licensed to you at the initial rate of license fee of Rs. _____ per Sqm/month.
- b) The advance quarterly license fee, payable by you, as per the above rate will be Rs. _____/- for a minimum 100 Sqm of license space. (Rs. _____)
- c) Along with the license fee detail above, the licensee shall pay the DMRC GST as per applicable rates and also any other statutory taxes, dues and levies, the existing rate of GST is @ 18% as per Government of India guidelines, any further revision in rate of GST or change in tax structure like GST will also be applicable and payable by the licensee.
- d) The license fee+taxes shall be pay to DMRC in advance on quarterly basis that is the license fee for the subsequent quarters will be payable in advance by the last working day of the previous running quarter.
- e) **Mode of Payment:** The licensee shall preferably make the payment of the above license fee and other dues to DMRC by E-mode i.e. RTGS/NEFT for credit of the designated account of DMRC Ltd. After obtaining prior approval and complying with laid down procedure of DMRC Ltd. as per annexure – 3 of this document. The details of such payment made with immediately submitted to DMRC Ltd. in the prescribed format. Payment of license fee/other dues can also be made by DD/PO in favour of DMRC Ltd. drawn on scheduled commercial bank in India and payable at a branch in Delhi/New Delhi.
- f) The first payment of Advance Quarterly License Fees shall be paid 45 days of the handover of the first site, subsequent to LOA payment for a minimum of 100 sqm of space as detailed in Annexure-1 of this document and clause 2.3 (e) of RFP document.

6.1 Advertisement spaces for digital advertising shall be handed over for advertisements within 10 days from the date of receipt of full payment as stipulated in Letter of Acceptance on as is where is basis. The License Fee shall commence after 75 days from the date of first handing over of sites. A 75 day rent free fitment period will be permitted for preparation of sites. The Licensee shall be charged for a minimum area of 100 Sqm, to be handed over as per Annexure-1, or actual area whichever is higher irrespective of fact whether it is fully commercially exploited/utilized or not.

6.2 All advertisements are subject to full compliance to technical Parameters of prevailing guidelines, applicable policy, statutes, codes, applicable laws, etc. The licensee can utilise any format of advertisement including and not limited to, visual display by electronic media like Video Walls, Touch Panels, LED, LCD Screens (without any audio) and any other innovative advertisement media, digital display

Tender Document for Exclusive Advertising Rights inside Akshardham and Botanical Garden Metro station through digital media

(without any audio), etc. Minimum area for which license fee shall be charged is to be 100 sqm. If at any point of time actual area utilized is more than 100 sqm then actual area shall be charged on pro-rata basis, as per clause 3.10 of RFP and 3.6 of DLA.

- 6.3 The License fee for licensed space shall commence from 76th day from date of handing over of the spaces by DMRC and shall be charged till the termination/completion of agreement. The Licensee shall complete his development/refurbishment/modification or new locations, etc., in all respects, within this specified fitment period of 75 days as the License fee shall be applicable from 76th day of handing over. No extension of the fitment period shall be considered.
- 6.4 Licensee shall prepare the plan for approval of DMRC. DMRC shall consider the approval in accordance with procedure given in Chapter 9 of this agreement.
- 6.5 The area to be charged shall be actual display area, exclusive of any border or width of framework. In case of Digital Display/Video Walls, the area to be charged shall be the actual display area of screens, exclusive of any border or non-digital width.
- 6.6 The Licensee agrees voluntarily and unequivocally to make timely payments to DMRC as and when due, without waiting for any formal advice from DMRC. The License Fees shall be payable in advance on quarterly basis by the last date of previous quarter. The conciliation of license fee and other dues shall be carried out half-yearly/yearly basis. Based on such conciliation of accounts, the adjustment of license fee payable to DMRC shall be carried out along with payment of next quarter's License Fees.
- 6.7 Non-payment of License fees and other dues.**
- 6.7.1 Non-payment of License Fee and other dues within the prescribed date shall constitute Material Breach of Contract and Licensee Event of Default under this Agreement and shall entitle DMRC to terminate the License Agreement as per provisions stipulated in Chapter-15 of the Agreement. Besides, the Licensee shall pay an interest of 18 % (Eighteen) percent per annum on the outstanding amounts of License Fee and other dues which remained unpaid after the due date and falling in arrears. Interest shall be charged for the actual number of day/s of delay in payment. Interest shall continue to accrue on monthly compounding monthly basis until the License Fee and other dues are finally paid.
- 6.7.2 Licensee shall periodically advise the details of payment deposited with DMRC. In the case of non-submission of such details, initially Third party dues i.e. statutory dues/liabilities shall be settled (mandatory liabilities of DMRC) then others dues/liabilities like electricity, OMC, etc., and lastly License fee shall be accounted for.
- 6.7.3 The Licensee agrees voluntarily and unequivocally to make timely payments as and when due without waiting for any formal advice/invoice from DMRC.

- 6.7.4 In case payment is not made by due date, a 15 day's notice to cure the Licensee's Event of Default shall be issued. In the event of Licensee failing to cure the Default, DMRC shall be entitled to terminate the License Agreement by giving a 30 days notice and DMRC shall be free to forfeit Interest Free Performance Guarantee/Security Deposit after adjustment of any payable dues and take such other action available to it under this Agreement and as per Law.
- a) Any representation or any request by the Licensee in this regard shall only be entertained if the Licensee deposits 100% dues as per invoice/demand within 15 days of issue of Licensee Event of Default Notice along with a written request in this regard.
 - b) The Licensee shall vacate the premises within 30 days of termination of the License Agreement subject to provisions of clause 15.3 of DLA. A certificate from the concerned Station Manager/ DMRC official or its authorized representative in proof of Licensee having vacated the site will be submitted by the Licensee. Any claim of vacation/ non-vacation without the endorsement of Station Managers/DMRC official or its authorized representative shall not be entertained.
 - c) Interest Free Performance Guarantee/Security Deposit shall be forfeited on termination of contract pre-maturely due to any reason.
- 6.8 In no case, payments shall be allowed to remain outstanding for a period of more than 60 days. If At any stage, the dues remain outstanding for the period of more than 60 days, the License agreement will stand automatically terminated without giving any notice to the Licensee and Interest Free Performance Guarantee/Security Deposit shall stand forfeited as per the provisions of the License Agreement.
- 6.9 **The license fee and Interest Free Security deposit shall be escalated by 20% on compounding basis after completion of every 3 years of License period.**

Chapter-7 Interest Free Performance Guarantee / Security Deposit

- 7.1 The Licensee shall pay and deposit Interest Free Performance Guarantee/Security Deposit to DMRC in advance equivalent to 6 (Six) months License Fees, for minimum area of 100 Sqm. Minimum 25% of interest free Security Deposit shall be accepted in the form of Demand Draft/Pay Order favouring DMRC Ltd payable at New Delhi and balance or 75% of remaining Interest Free Security Deposit shall be paid to DMRC in the form of Bank Guarantee (BG) favouring DMRC Ltd. Interest Free Security Deposit up to Rs. 10 lacs shall be payable in the form of DD/PO only. The escalation on License fee and Interest Free Security deposit shall be at 20% after every three years of the License period on compounding basis. The interest free Security Deposit/Performance Guarantee shall be accepted in the form:-
- a) Bank Draft/PO in favour of "Delhi Metro Rail Corporation Ltd" payable at New Delhi & issued from a Scheduled Commercial Bank based in India, or
 - b) Irrevocable Bank Guarantee in the prescribed format (Annexure-2) issued by the State Bank of India or any other Nationalized Bank or other Scheduled Commercial Banks, acceptable to DMRC, from/payable at branches located in Delhi/ NCR and in case of invocation the payment of BG shall be made by its Delhi/ NCR Branch only. The Bank Guarantee shall be valid for at least three years and be renewed/extended every three years before expiry of earlier 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 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 without any notice to the licensee and en-cashed by DMRC.
 - c) Interest free Security Deposit/Performance Security will remain unchanged for a variation of (+/-) 10% (subject to minimum of 100 sqm) from tendered area, as there is possibility of minor variation in area during handing over.

The scheduled commercial Bank issuing the above bank guarantee must be on the SFMS (structured financial messaging system) platform. A separate advise of the BG shall invariably be sent by the issuing bank to the designated bank of DMRC, through SFMS and only after this the BG shall become operative and acceptable to DMRC. It is therefore in the interest of licensee to request the BG issuing bank to send advise of the BG through SFMS to the designated bank of DMRC. DMRC's designated bank at present for confirmation and sending of advice of bank guarantee is detailed as under:

ICICI BANK Ltd.

9A, PHELPS BUILDING, CANNAUGHT PLACE, NEW DELHI-110001

IFSC CODE: ICIC0000007

- 7.3 In case of a joint venture, the Interest Free Performance Guarantee/security Deposit shall be submitted in the name of the JV. However, splitting of the Interest Free Performance Guarantee/Security Deposit (while ensuring the Interest Free Security

Deposit/Performance Security is in the name of JV) and its submission by different members of the JV for an amount proportionate to their participation ratio) is also acceptable.

- 7.4 Interest Free Performance Guarantee/security Deposit shall be refunded after the completion of full term of the License period i.e. 6 years from commencement date of License Agreement or on surrender of the license by the licensee after lock in period of 18 months or by giving 180 days advance notice of surrender which can be given after one year of commencement date of License period subject to provisions of clause 15.6 to 15.9 of this agreement, after adjustment of any dues payable to DMRC.

Interest Free Performance Guarantee/Security Deposit will be forfeited after termination of agreement on account of Material Breach of Contract, Licensee's Event Of Default or non-payment of dues by due date, after adjustment of any dues payable by licensee to DMRC. In such cases, DMRC reserves the right to recover balance outstanding amount, after adjusting the dues from forfeited Interest Free Security Deposit/Performance Security and advance License fee, if any including from other contracts in DMRC. However, no part of the forfeited Interest Free Performance Guarantee/Security Deposit or advance license fee shall be refunded in any circumstances.

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

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

- 7.6 Once the amount under Clause 7.5 is debited, the Licensee shall replenish the Interest Free Performance Guarantee/security Deposit to the extent the amount is debited within 15 days period, failing which, it shall be treated as Licensee Event of Default, and DMRC shall be at liberty and within its right to terminate the license agreement on account of the default with immediate effect and without any prior intimation to the licensee by giving a termination notice. In case of such termination the provision of clause 15.3 of DLA shall be applicable.

Tender Document for Exclusive Advertising Rights inside Akshardham and Botanical Garden Metro station through digital media

- 7.7 Interest Free Security Deposit up to 10 (Ten) lacs will be paid by DD/PO only favoring DMRC Ltd. payable in New Delhi and drawn on any scheduled commercial bank.
- 7.8 Interest Free Security Deposit/Performance Security shall be escalated by 20% on compounding basis and paid to DMRC after completion of every three years of license period. Licensee should pay it without waiting for any reminder from DMRC.

Chapter-8 Taxes and Other Statutory Dues

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

Chapter: 9 Regulation of Utilization of Advertisement Spaces

9.0 Creativity and New Media

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

9.2 Approval of Plan:-

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

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

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

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

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

9.6 If the licensee is desirous of revising already approved advertisement plan at any particular location/site , the Licensee shall submit revised advertisement plan for approval of DMRC once in a quarter only. If such revised area is taken up for the currency of the contract than it shall be charged from 76th day from the date of handing over of additional area, otherwise, it shall be charged from the date of

handing over of additional area. Additional area shall be charged on pro-rata basis irrespective of the fact that it is utilized or not.

- 9.7 If the Licensee is desirous of surrendering advertisement area over and above minimum area of 50 sqm at each station, the licensee shall submit the plan for withdrawal of advertisement area. Such plans of surrendering advertisement area at any location/site shall be submitted at a frequency not more than once in a quarter and in one lot of minimum variation of 5sqm of display area per station per quarter. The License fees for the reduced area shall be calculated from the actual date of removal of such advertisement media. Reduction in license fee shall be done consequent to certification from Station Manager or his authorized representative.
- 9.8 The Licensee shall submit details along with contact numbers. of his authorized representative(s) who shall be available at the Metro Station at a short notice for inspection of advertisement spaces including measurement of area. In the absence of licensee's representative, inspection shall be done by DMRC official(s) and it shall be final and binding to the Licensee. If during inspection, the area of advertisement space is found to be at unapproved location or more than the approved area, it shall be treated as unauthorized occupancy. The license fee of such unauthorized occupancy shall be charged at double the rate of that rate media from the first day of that quarter or from the date of previous inspection in which the space was found as per approved plan, whichever is later and shall be charged till a vacation certificate of that unauthorized occupancy from the concerned Station Manager or his authorized representative is submitted to DMRC or the unauthorized space is approved from the DMRC, whichever is later.

Chapter: 10 Factors Governing Selection of Permissible Advertisements

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 of 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 libellous, unlawfully threatening or unlawfully harassing.

Chapter: 11 Minimum Material Specifications for Advertisement

- 11.1 Licensee shall provide advertisement media/panels/fixtures conforming to international standards of high quality advertising comparable to Airports and Metro of leading nations. Advertisement provided by Licensee shall be conforming to the following minimum specifications or its equivalent:
- a) Frame work –SS 304
 - b) Backing sheet of G.I.
 - c) Internal cables of Fire Retardant Low Smoke type (FRLS) for Elevated as specified in Electrical Procedure Order.
 - d) TL tubes for back lighting/illumination with electronic ballast at piers. However, all advertisements in Big formats on Via Duct, FOB , Gantry , Civil Structures etc are to be front lit.
 - e) Advertisement media having backlighting has to be covered with Polycarbonate sheet cover of GE make or equivalent at piers.
 - f) Advertising media to be made from Fire Retardant, Low Smoke & Zero Halogen material.
 - g) In order to have energy conservation, LED or any other energy saving devices confirming to BEE standards should be used at the advertisement sites. For existing sites, the conservation of energy saving devices may also be carried out.
- 11.2 The advertising media should be of fire retardant, low smoke and comply with all Indian and International Standards.
- 11.3 Licensee may utilize existing prefabricated panels, if any, for the purpose of advertisement, after due refurbishment and due compliance of above specifications complying all existing guidelines. However, if Licensee does not intend to utilize such existing prefabricated panels for advertisements, such prefabricated panels shall be disposed-off by Licensee at its own cost out of DMRC premises. DMRC shall not have any claim with regard to such disposal.
- 11.4 Licensee shall ensure that all the installed advertisement panels are fully engaged by proper advertisement media or any other proper creative to improve the ambience of the metro station. If commercial advertisement is not available for any panel, the same should be utilized to display a message of Licensee or DMRC. At no stage, any installed advertisement panels shall be left unattended/Barren.

Chapter: 12

Electrical Specifications and Procedure for Release of Electric Power Supply

12.0 Electrical Specifications

- 12.1 Electricity supply will be provided as per terms and conditions indicated in Annexure - 5. The Licensee shall bear the amount of all the bills/costs for the electricity that may be consumed due to the operation of the advertisement panels /spaces allotted under this agreement. Licensee shall use energy efficient equipment. Advertiser shall follow the I.E. Rules, Acts for safety of equipment, public & Staff.
- 12.2 Rate of electricity chargeable for consumption of Electricity from Licensee shall be at the rate at which Electricity Company/Distribution Company/Agency would levy on such a customer, had he obtained supply directly from Electricity Company/Distribution Company/Agency. DERC policy and Electricity Act (as amended from time to time) shall be applicable.
- 12.3 Advertising Equipment: All fittings/erections including electrical cabling, calibration and installation of Pre-Paid Energy Meters, electrical MDI/TOD, etc. are to be installed as per DMRC's specifications.
- 12.4 DMRC may provide electricity at the point nearest to the required location on payment of required charges as specified in Annexure-5. The Licensee may also undertake electrical works for extension of power from nominated source under DMRC supervision and complying all codal provisions & DMRC specifications. The Licensee shall follow the provisions stipulated in "Rules and Guidelines for Release of Electric Power" (Annexure-5) as amended from time to time.
- 12.5 The Licensee shall make provision for TOD Energy meter as per latest DERC guidelines

Chapter: 13

Maintenance of Advertisement Spaces

13.0 Maintenance of Advertisement Spaces

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

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

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

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

Chapter: 14

Force Majeure

14.0 Force Majeure

14.1 Force Majeure

Neither DMRC nor Licensee shall be liable for any inability to fulfill their commitments and obligations hereunder occasioned in whole or in part by Force Majeure. Any of the following events resulting in material adverse effect, shall constitute force majeure events:

- a) Earthquake, Flood, Inundation, Landslide.
- b) Storm, Tempest, Hurricane, Cyclone, Lighting, Thunder or other extreme atmospheric disturbances.
- c) Fire caused by reasons not attributable to the Licensee.
- d) Acts of terrorism.
- e) War, hostilities (Whether war be declared or not), invasion, act of foreign enemy, rebellion, riots, weapon conflict or military action or civil war.
- f) Strikes or boycotts, other than those involving the Licensee, its contractors, or their employees, agents etc., and

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

14.3 Such Force Majeure occurrence shall be notified to the other party within 15 days of such occurrence. If such Force Majeure continues for a period of three months, the party notifying the Force Majeure condition may be entitled to, though not being obliged, to terminate this agreement by giving a notice of seven (7) days to the other party and interest free Performance Guarantee & Security Deposits shall be refunded by DMRC to the Licensee after adjusting outstanding dues, if any.

Licensee Events of Default and Termination/Surrender of License Agreement

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

15.1 **Licensee Events of Default:** Following shall be considered Material Breach of the Contract by Licensee resulting in Licensee's Events of Default:-

15.1.1 If the Licensee is found guilty of breaching negative list of advertising and "Factors Governing Advertising Selection as stipulated in this Agreement.

15.1.2 If at any time during the subsistence of the License Agreement, there is non-conformity to the License Agreement or any time during the License Agreement, the Licensee indicates its unwillingness to abide by any clause of this License Agreement or repudiates the Agreement.

15.1.3 If the Licensee fails to pay License Fee or other amounts due to DMRC. Even non-payment of one month License Fee will be considered an Event of Default.

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

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

15.1.6 If Licensee violates any of the clause of this Agreement and after three written notice from DMRC fails to cure the Default to the satisfaction of DMRC.

15.2 If any of the above Material Breach and Licensee Events of Default happens, then:-

15.2.1 DMRC, after giving due notice to the Licensee to Cure the Default, shall be entitled to terminate the License Agreement. For the avoidance of Doubt, it is clarified that the Cure Period available to the Licensee shall be as provided in various Clauses and Sub-Clauses of this Agreement.

15.2.2 In all other cases of Licensee's Event of Default where specific notice period is not provided, DMRC shall issue a Notice to Licensee to cure the Default within 30 days. If the Licensee fails to cure the Default within 30 days, DMRC after giving a final 15 days termination notice shall be entitled to terminate the License Agreement.

15.3 **After natural completion/premature termination by DMRC/surrender of the contract, all advertisement panels/infrastructures installed by the licensee shall become the property of DMRC at zero/nil value and DMRC shall have full right to remarket/retender the same without any right of claim by the licensee.**

15.4 **On Operational Ground:** In case of an exigency on operational ground, DMRC reserve the rights to terminate the License Agreement by giving three month advance notice. The License agreement will stand terminated and the Interest Free Performance Guarantee/Security Deposit will be refunded after adjusting outstanding dues, if any. The Licensee voluntarily agrees not to seek any claim, compensation, damages or any other consideration whatsoever on any ground in this regard.

15.5 Termination by DMRC on operational ground shall not normally happen in the first 18 months. If DMRC terminate the License for such reason within 18 months,

the Licensee shall be free to remove all advertising media besides release/refund of interest free security deposit, after adjusting outstanding dues, if any.

- 15.6 The licensee shall have the option of surrendering the license after completion of Eighteen months lock-in period by giving 180 days advance notice. In such case, the interest free Performance Guarantee/Security Deposit shall be refunded to the licensee after adjustment of outstanding dues, if any.
- 15.7 If the Licensee is desirous of surrendering the license hereby created before expiry of the lock-in period of 18 months, the License Agreement shall be deemed to terminate on the date mentioned in termination/surrender notice, subject to confirmation by DMRC. In such a case, the balance Interest Free Security Deposit/ Performance Security shall be forfeited in favour of DMRC after adjustment of outstanding dues, 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 they are more than Interest Free Security Deposit/ Performance Security, from the other contracts of licensee in DMRC. Balance outstanding dues, if they are more than Interest Free Security Deposit/ Performance Security, shall also be recoverable from the licensee before licensee is permitted to remove their establishment(s) or else DMRC will seize their property treating at zero/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 on this account.
- 15.8 The Licensee shall have option to exit from the License Agreement immediately after completion of lock-in period of 18 months. For this, the licensee shall give 180 days prior intimation to DMRC, which may be given before completion of defined lock-in period. (In case lock-in period is of 18 months, prior intimation can be given after 1 year). However, the option to exit will be available only after eighteen months. In such a case, balance Interest Free Security Deposit/ Performance Security of the Licensee shall be refunded after adjusting the outstanding dues, if any, payable on the part of Licensee. DMRC may also recover the balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Security, from the other contracts of licensee in DMRC. Balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Security, shall also be recoverable from the licensee before licensee is permitted to remove their establishment(s) or else DMRC will seize their property at zero/nil value. DMRC shall be free to dispose-off the said property / goods in whatsoever manner as it deems fit. Licensee shall have no claim for compensation or consideration / damages on this account.
- 15.9 If the Licensee is desirous of surrendering the license after expiry of lock-in period without serving any intimation period or shorter intimation period than 180 days, the agreement shall deemed to be terminated on completion of such improper/short notice/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

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

- 15.10 There shall be a grace period of 30 days after the completion/surrender after lock in period of the license agreement for the licensee to remove its infrastructure, if any as per terms and conditions of this contract. This period shall not be utilized for any commercial activity of the licensee. If the licensee fails to vacate the licensed space/premises within the grace period, penalty of twice the prevalent monthly license fee shall be chargeable for occupation of this 30 days period. And after lapse of this 30 days grace period, DMRC shall take over the goods/properties treating at nil value, even if it is under lock and key; and shall be free to dispose of the property in whatsoever manner as it deems fit. Licensee shall have no claim for compensation or considerations/damages after completion of grace period on this account. 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 the licensee terminates/surrenders the contract within lock in period.

Chapter: 16 Dispute Resolution

16.0 Dispute Resolution

16.1 Arbitration: All disputes relating to this agreement or claims arising out of or relating to this agreement or breach, termination or the invalidity thereof or on any issue whether arising during the progress of the services or after the completion or abandonment thereof or any matter directly or indirectly connected with this agreement shall be referred to Arbitrator(s) appointed by Director, DMRC on receipt of such request from either party. Matters to be arbitrated upon shall be referred to a sole Arbitrator if the total value of the claims is up to Rs.50 Lacs and to a panel of three Arbitrators, if total value of claims is more than Rs.50 Lacs. DMRC shall provide a panel of three Arbitrators for the claims up to Rs.50 Lacs and a panel of five Arbitrators for claims of more than Rs.50 Lacs. 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.

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

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

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

Chapter: 17 Miscellaneous

17.0 Miscellaneous

17.1 Insurance and Waiver of Liability

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

17.2 The Licensee shall comply with all the provisions of Labour Laws & regulation in force including but not limited to the Contract Labour (Regulation & Abolition) Act-1976 including any subsequent amendment thereof and the rules made there under. Licensee will indemnify DMRC Administration for any loss and damages suffered due to violation of its provision.

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

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

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

17.6 The Licensee hereby agrees that DMRC shall have no responsibility as regards Licensee employees and the employees shall be the employees of Licensee only and shall not be construed under any circumstances as employees of DMRC. Licensee hereby indemnifies DMRC against the claims made by Licensee's employees against DMRC.

17.7 The Licensee hereby undertakes to discharge all statutory obligations and liabilities in connection with employment of its personnel in the said premises. Licensee hereby indemnifies DMRC against any liability arising in connection with the employment of its personnel in the said premises by Licensee. Licensee hereby

undertakes to carry out police verification of its employees and submit the copy of same to Property Business Wing of DMRC in accordance with DMRC's policies regulations prevalent at that time.

- 17.8 That no tenancy/sub-tenancy is being created by DMRC in favour of Licensee under or in pursuance of this Agreement and it is distinctly & clearly understood, agreed & declared by and between the parties hereto that: -
- a) That the Licensee shall not have or claim any interest in the said premises as a tenant/sub-tenant or otherwise:
 - b) That no right as a tenant/sub-tenant or otherwise is purported or intended to be created or transferred by DMRC in favour of Licensee in or in respect of the said premises, except to carry out their activities over the granted space under this License Agreement; and
 - c) That the rights, which Licensee shall have in relation to the said premises, are only those set out in this Agreement.
- 17.9 The relationship between DMRC and Licensee under and/or in pursuance of this Agreement is as between Principal and Principal. Consequently, neither party shall be entitled to represent the other and/or make any commitment on behalf of and/or with traders or any other party. Furthermore, no relationship in the nature of Partnership or Association of persons is hereby being created or intended to be created between DMRC on the one hand and Licensee on the other hand in connection with and/or relating to business to be operated by Licensee at the said premises.
- 17.10 Licensee shall bear all salaries, wages, bonuses, payroll taxes or accruals including gratuity, superannuating, pension and provident fund contributions, contributions to worker's compensations funds and employees state insurance and other taxes and charges and all fringe and employee benefits including statutory contributions in respect of such personnel employed/deployed by the Licensee and these personnel shall at no point of time be construed to be employees of DMRC and the Licensee shall be solely responsible for compliance with all labour laws which shall include all liabilities of the Provident Fund Act, ESI Act, Workmen's compensation Act, Minimum Wages Act and other Labour Welfare Act in respect of its personnel. The Licensee shall indemnify DMRC from any claims that may arise in connection with above.
- 17.11 Employees conduct: The Licensee shall ensure that all persons employed behave in an orderly and disciplined manner and that the said employees are prohibited from carrying on any unlawful, unfair activities or demonstrations. The Licensee shall, within 45 days of handing over of the stations, submit the details/Bio data of personnel, it intends to employ/deploy for carrying out the work of media installation. The personnel deployed shall be decent, courteous and without any adverse or criminal background. In this connection, Licensee shall be required to furnish declaration to DMRC with respect to all his personnel deployed. Further, within 45 days of issue of LOA, Licensee shall submit police verification report in respect of all its personnel (to be deployed for the work of media installation) to DMRC. All the Licensee's personnel shall be required to possess ID card while

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working in DMRC's premises as per prevailing procedure. Access inside the stations in paid areas shall be through smart cards as per prevailing applicable charges, in addition to the valid ID cards.

17.12 The advertisement rights are granted to the Licensee on exclusivity basis. DMRC shall not engage any third party for commercial advertisement inside Selected Metro station through digital media during the currency of License period, except as the case may be as per exception to exclusivity clause mentioned in RFP and DLA of this tender document. However, DMRC reserves the right to permit its retail licensees to put generic signage on the retail outlets and in property development areas inside stations.

17.13 Notices

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

Chapter 18 : REPRESENTATIONS AND WARRANTIES

18.1 The Licensee represents and warrants to DMRC that-

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

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

18.3 DMRC covenants:

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

Details of Advertising spaces offered for Licensing through Digital Media

List of Advertising spaces						
SI No	Station Name	Panel	Size in ft.	Qty	Area (sqft)	Area in Sqm.
1	Akshardham				538	50
2	Botanical Garden (Line-3)				538	50
	Total area offered for advertisement in sq. ft.				1076	
	Total area offered for Advertisement In sqm					100 Sqm

Note:

1. Area indicated above is approximate. Actual area measured at the time of handing over shall be final. If there is any variation in area, the License Fee and other dues shall be charged for actual area handed over subject to minimum of 50 sqm at each of above selected metro station.
2. The Advertising spaces inside Selected Metro station through digital media is offered on license basis and is available on “**as is where is basis**”.
3. No Audio advertisement would be permitted from the installed advertisement panels.
4. Safety and security of the installed infrastructure shall be liability of the advertisers and DMRC shall in no way held responsible for the same.

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 branches in New Delhi/delhi only on non-judicial stamp paper of appropriate value)

BANK GUARANTEE NO. _____ dated _____

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

In favour of

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

WHEREAS: -

1. DMRC, with a view to augment its earnings through non-operating revenue, has licensed advertisement activities (through Digital Media only) at _____ Metro Station to M/s _____ (hereinafter called “Licensee”).
2. DMRC has agreed to provide to the Licensee, advertisement spaces on “as is where is basis” in accordance to LOA No. _____ dated _____.
3. Therein after referred to as advertisement activities, on payment of License Fee to DMRC on the terms and conditions hereunder contained in this License Agreement.
4. This License is for a period of ____6(six)____ years from the date of commencement of License period, unless otherwise terminated/surrendered earlier or extended further.
5. The offer submitted by M/s _____ having their registered office at _____ has been accepted by DMRC vide LOA No. _____ dated _____.
6. As per the terms of the above mentioned LOA, the Licensee has been selected for advertisement activities at _____ Metro Station of Delhi Metro for the duration of the License.

7. The Licensee is also required to make payments of License Fees & other dues as per contractual obligations and applicable taxes to DMRC.
8. The Licensee is required to also bear and pay all expenses, costs and charges incurred in the fulfillment of all its obligations under the License Agreement.
9. The Licensee is required to furnish an unconditional irrevocable Bank Guarantee for an amount of Rs. _____ (Rupees _____ only) as a part of Interest free security deposit which is equivalent to the six months License fee for _____ Metro Station, as security for the performance and fulfillment of all its responsibilities and obligations as per the LICENSE Agreement. The Licensee has requested the Guarantor to issue the said Bank Guarantee in favour of DMRC.
10. Now, therefore at the request of the Licensee, the Guarantor has agreed to execute this Guarantee in favour of DMRC for the due payment of Rs. _____ (Rupees _____ only).

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

1. The Guarantor, as primary obligor shall, without demur, reservation, contest, recourse or protest and/or without reference to Licensee, pay to DMRC an amount not exceeding Rs. _____ (Rupees _____ only), on the same working day of receipt of a written demand from DMRC, calling upon the Guarantor to pay the said amount. For the purpose of this clause, any letter making demand on the Bank by DMRC dispatched by Registered Post with Ack. Due or by any Electronic means addressed to the above mentioned address of the Bank shall be deemed to be the claim/demand in writing referred to above irrespective of the fact as to whether and when the said letter reached the Bank, as also any letter containing the said demand or claim is lodged with the Bank personally.
2. The Guarantor agrees that DMRC shall be the sole judge to decide as to whether the Licensee has defaulted in the performance of its obligations as per the License Agreement, and the decision of DMRC in this regard shall be final and binding on the Guarantor, notwithstanding any differences in this regard between DMRC and the Licensee or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority. The scheduled commercial Bank issuing the above Bank Guarantee confirms that it is on the SFMS (structured financial messaging system) platform, and it will invariably send a separate advise of the BG to the designated bank of DMRC, through SFMS .
3. Any such demand made on the Guarantor by DMRC shall be conclusive, absolute, final and binding on the Guarantor, and the amount due and payable by the Guarantor under this Guarantee will be honored by the Guarantor, simply on demand, without demur, reservation, contest, protest, recourse whatsoever and without need for ascribing any reason to the demand. The liability of the Guarantor under this guarantee is absolute and unequivocal. The above payment shall be made without any reference to the Licensee or any other person.
4. This Guarantee shall be irrevocable, valid and remain in full force until (period of expiry) or till-the end of 6(Six) month after completion of the the License Period; or for such extended period as may be desired by DMRC, and as conveyed by DMRC to Bank.
5. In such case of renewal , the Guarantor shall renew the Bank Guarantee , sixty days prior to the expiry of validity of the Bank Guarantee and the process for extension of the Guarantee would be repeated till period of License Agreement is exhausted.

Failure to extend the validity of Bank Guarantee at least sixty days prior to the expiry date of Bank Guarantee would lead to encashment of this Bank Guarantee as per the concept of extend or pay.

6. For last year of License period, the Licensee shall submit the Bank Guarantee valid for remaining License period plus six months and shall renew it, if required, till the final settlement of all accounts failing which the Bank Guarantee of the Licensee shall be invoked and encashed by DMRC without any prior notice to the Licensee,
7. This Guarantee shall continue to be enforceable till all amounts under this Guarantee are paid. The said Guarantee shall be released by DMRC after the expiry of the License Period subject to fulfillment of all handover requirements by the Licensee, to the satisfaction of DMRC and further subject to adjustment for all damages suffered by DMRC.
8. This Guarantee is unconditional and irrevocable during the currency of BG till such time DMRC discharges this Guarantee by issuing a letter to the Guarantor in this behalf.
9. The Guarantor undertakes to pay the amount mentioned herein as Principal debtor and not a surety and it shall not be necessary for DMRC to proceed against the Licensee before proceeding against the Guarantor, notwithstanding the fact that DMRC may have obtained or obtains from the Licensee, any other security which at the time when proceedings are taken against the Guarantor hereunder, is outstanding and unrealized.
10. The obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the License Agreement or other documents or by extension of time of performance of any obligations granted to the Licensee or postponement / non-exercise / delayed exercise of any of its rights by DMRC against the Licensee or any indulgence shown by DMRC to the Licensee, and, the Guarantor shall not be relieved from its obligations under this Bank Guarantee on account of any such variation, extension, postponement, non exercise, delayed exercise or omission on the part of DMRC or any indulgence by DMRC to the Licensee to give such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving the Guarantor.
11. The Guarantee shall not be affected by any change in the constitution or winding up of the Licensee/the Guarantor or any absorption, merger or amalgamation of the Licensee / the Guarantor with any other person.
12. The Bank agrees that DMRC at its option shall be entitled to enforce this guarantee during its currency against the Bank as a Principal Debtor in the first instance without proceeding against the Licensee and notwithstanding any security or other guarantee that DMRC may have in relation to Licensee's liabilities.
13. The guarantee hereinbefore contained shall not be affected by any change in the constitution of the Bank or of the Licensee.
14. The expressions "Bank" and "Licensee" hereinbefore used shall include their respective successors and assigns.
15. The Bank also 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.
16. Partial and Multiple drawings/withdrawals are permitted under this bank Guarantee.
17. The Guarantor declares that it has power to issue this Guarantee and discharge the obligations contemplated herein and the undersigned is duly authorized to execute this Guarantee.

18. This guarantee shall come into effect forthwith and shall remain in force upto _____ or the extended period if any and shall not be revoked by the Guarantor at any time without DMRC's prior consent in writing.

19. Notwithstanding anything contained hereinabove:

a) Our liability under this Bank Guarantee shall not exceed and is restricted to Rs. _____ (Rupees _____ only).

b) This Guarantee shall remain in force up to _____.

c) Unless the demand/claim under this guarantee is served upon us in writing on or before _____ all the rights under this guarantee shall stand automatically forfeited and we shall be relieved and discharged from all liabilities mentioned hereinabove.

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

For and on behalf of the _____ Bank.

Signature of authorized Bank official

Name: _____

Designation: _____

I.D. No.: _____

Stamp/Seal of the Bank: _____

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

Witness-1

Signature _____

Name _____

Address _____

Witness-2

Signature _____

Name _____

Address _____

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

Tender Document for Exclusive Advertising Rights inside Akshardham and Botanical Garden Metro station through digital media

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

To be filled by DMRC Officials

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

1. _____
-
2. _____
-
3. _____
-

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

Dated: ___/___/_____

Business

No. DMRC/PB/UNDERTAKING/ECS/12/2

Signature of MGR/AM-Property

Dt. ___/___/_____

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
2nd Floor, Metro Bhawan,
Barakhamba Road,
Delhi – 110001**

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

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

Sir,

- 1.) With reference to above mentioned subject matter, it is requested that kindly allow us to avail the RTGS/NEFT/ECS mode of payment for deposition of payments against aforementioned license agreement.
- 2.) That, I/we_____ (Name of licensee/ authorized representative of company/ party/ licensee) have understood the terms and conditions related to deposition of payments via RTGS/ NEFT/ ECS mode.
- 3.) That, I/we also voluntarily agree to submit the format for intimation for deposition of payments via RTGS/NEFT/ECS in PB contracts seven (7) days before due date as mentioned in invoice or last date for submission of payments as per the terms and conditions of license agreement every time for approval of DMRC Ltd for making payments via RTGS/NEFT/ECS mode.
- 4.) After making payments, I/we 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, Barakhamba Road Branch, IFSC code – SYNB0009036, 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

Handing Over Note

Date: ___ / ___ / 2017

Advertisement spaces admeasuring sqm at Metro Station is handed over to the Licensee,for assigning of Advertisement Rights through digital media..... on (date).at.....(time),in the presence of Property Business Wing, E&M Wing, C&S Wing & Operations Wing representatives.

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

Licensee

Property Business Cell

Electrical & Maintenance Department

Civil & Structures Department

Station Manager/Station Controller

Taking Over Note

Date: ___ / ___ / 2017

Vacant possession of Metro Station earlier assigned under Advertisement through Digital Media is taken over by SM/SC on (Date)..... (Time) from the Licensee In the presence of Property Business Wing, E&M Wing, C&S Wing & Operations Wing representatives.

Licensee

Property Business Cell

Electrical & Maintenance Department

Civil & Structures Department

Station Manager/Station Controller

Rules and Guidelines for Release of Electric Power

1. Electric power required for commercial activity within footprint of metro station is required to be sourced from existing available source of DMRC at station, availing power supply from outside agencies in DMRC is not permitted. The disbursement of power at different stations shall be dealt with individually under separate connections.
2. The power supply connection released for commercial activity shall be from the available DMRC power network, which is reliable having adequate redundancy. DG supply will not be made available. The power fed shall be from normal source without backup network, licensees may however, provide UPS/ Inverter at their cost if they so desire. Installation of DG set is not permitted.
3. Underground metro stations are already air-conditioned and hence separate AC for these are not required. In underground stations, installation of window/ split AC are not permitted, in case of A/C requirement tapping of connection from chilled water line shall be given on chargeable basis, further work shall be done by licensee. However, for elevated stations licensee may provide AC at their own cost conforming to detailed specifications attached at Annexure-8 (E).
4. DMRC will attempt to provide electricity at the point nearest to location; licensee is required to pay the cost of electrical works required for extension of power from DMRC panel/ DB up to site on actual basis + DMRC service charges @ 15%. Alternatively, licensee may also undertake electrical work for extension of power from nominated source under DMRC supervision and complying all codal provisions listed DMRC specifications, upon payment of requisite fees of Rs. 10,000/- per feeder (one feeder with energy meter).
5. DMRC provides power supply up to leased premises on chargeable basis. For meeting the requirement following works shall be done:
 - a) Supplying and laying including end termination of suitable size (rating suitable for allowable electric load) LT FRLS cable (from source to nearest point) as per standard specifications.
 - b) Supplying and laying of meter box, pre-paid energy meter and MCB for extending the power. Pre-paid energy meters require periodic recharge if timely recharge is not done then electric supply is automatically disconnected.
6. Licensee shall extend power supply from this Meter box at their own cost. Please find attached list of approved makes and specifications to be complied for carrying out electrical works inside leased premises, Annexure-8 (D). Licensee is also required to comply with necessary provision for fire safety in accordance with stipulations attached at Annexure-8 (F). The work executed by licensee shall be inspected by DMRC representative for ensuring compliance of specifications / stipulations of contract.
7. At the end of the contract (pre-mature surrender/termination, natural completion, etc.) all cable, pre-paid meter, connected software, etc. shall be sole property of DMRC. The licensee voluntarily and unequivocally agrees not to seek any claim,

Tender Document for Exclusive Advertising Rights inside Akshardham and Botanical Garden Metro station through digital media

damage, compensation or any other consideration whatsoever on account of time and costs associated, in making provision of electricity.

8. Mode of power supply: If licensee desires they may seek temporary or permanent connection. Temporary connection is given for limited time i.e. 30 days.
9. Permanent connection is given after ensuring all safety compliance and completion of electrical and fire safety works in leased premises in all respect.
10. During tenure of temporary power supply Rs.100/- per week per KW or part thereof shall be charged over and above applicable tariffs.
11. In case of failure to convert, the temporary connection to permanent within stipulated time, temporary connection charge shall be doubled. Format of application for temporary and permanent connection and lists of documents required are attached at Annexure-8 (A) & 8 (B).
12. TARIFF: Rate of electricity shall be charged from licensee at which concerned DISCOM would be charging, had they obtained electric connection from them.
13. All applicable guidelines of DERC will be adhered to as applicable from time to time including provisions of TOD energy meter.

SPECIFICATIONS FOR ELECTRICAL WORKS

1. Licensee is required to prepare all the plans / drawings for Electrical & Fire work to be carried by them and obtain prior approval of DMRC before execution. The work is required to be executed as per IE rules and through a licensed Sub Contractor. All costs associated with provision of electricity will be borne solely by the Licensee. The Licensee hereby voluntarily and unequivocally agrees not to seek any claim, damages, compensation or any other consideration whatsoever on account of time and cost associated in making provision of electricity.
2. For Elevated station load up to 10 KVA shall given in single phase & in case of underground stations load up to 5 KVA shall be given. Load above this shall only be given in three phase. License is required to balance load at their end so that no unbalancing occurs at DMRC end.
3. Cables up to 6 Sq.mm. will be of Copper conductor and above 6 Sq.mm. Aluminum conductors may be used. However in case of underground station, use of Aluminum conductor cable is not allowed. Cables for single phase shall be three core, with one core as earth. For three phase load four core cables along with separate 2 nos. of 8 SWG GI wires shall be used for earthing. For underground stations, 2 separate earth wire of 8 SWG copper conductors shall be used.
4. For elevated stations all wires shall be FRLS. Cables shall be armoured, XLPE, FRLS. In case of Underground stations all wires and cables shall be armoured, XLPE FRLSZH and conform to NFPA-70 and BS-6724.
5. The meter box along with MCB & ELCB will be metallic and without any holes. DP MCB & ELCB is required for single phase supply. TPN MCB and ELCB is required in case of three phase. ELCB, cables, MCB rating for main connection shall be as per table-E-1.
6. Use of any PVC material is not permitted in the underground stations.
7. Licensee will provide their proposed protection philosophy with proper discrimination with upstream breaker and seek approval from DMRC.
8. Specification for all materials / works must follow the standards, codes and specifications as used by DMRC in the E&M works. If any item/ equipment/ work is not covered in standards, codes and specifications of DMRC, then the same has to be procured / installed from reputed manufacturer/ make in line with relevant IS/IEC standard with prior approval of DMRC.
9. In case, the Licensee draws power more than the sanctioned load, electricity connection may be disconnected. The electricity connection will be restored on first occasion only when Licensee pays necessary penalty as per DERC norms and removes excess load. On the subsequent occasion, DMRC reserves the rights to revoke the license and forfeited the interest free security deposit.
- 10 Only Galvanized Cable tray, Conduit, Cable Ladder shall be allowed.

- 11 Internal wiring of luminaries (Light Fittings) and Signage in signage's panel shall also be FRLSZH in case of UG stations.
- 12 All Plastic accessories used in luminaries shall be non-flammable material, meeting all the NFPA requirements, preferable by UV and shall be suitable for application at UG station conforming to UL – 94 standards on flammability of material.

TABLE: E-1 (Rating of Electric items)

	Power Requirement (KVA)	Rating of MCB (A, 10kA)	Rating of ELCB (A, mA)	Cable Size Copper (Sq.mm.) DB to Licensee premises
ELEVATED STATION	0 - 0.1	0.5	16, 30	1.5
	0.1 - 0.2	1	16, 30	1.5
	0.2 - 0.5	2	16, 30	1.5
	0.5 - 0.7	3	16, 30	1.5
	0.7 - 0.9	4	16, 30	1.5
	0.9 - 1.2	5	16, 30	1.5
	1.2 - 1.4	6	16, 30	1.5
	1.4 - 2.3	10	16, 30	2.5
	2.3 - 3.7	16	16, 30	4
	3.7 - 4.6	20	25, 30	4
	4.6 - 7.4	32	32, 30	6
	7.4 - 9.2	40	40, 30	10
9.2 - 10.0	50	63, 30	16	
UNDER GROUND STATIONS	0 - 2	10	25, 30 mA	3 Core x 4 Sq. mm (for single phase)
	> 2 - 4	16	25, 30 mA	3 Core x 4 Sq. mm (for single phase)
	5	25	25,30 mA	3 Core x 6 Sq. mm (for single phase)
	5.0 – 7.2	10	25, 30 mA	4 C X 6 sq. mm Copper Conductor (for 3-Phase)
	7.2- 10.0	16	25, 30 mA	4 C X 6 sq. mm Copper Conductor (for 3-Phase)
	10.0-18.0	25	25, 30 mA	4 C X 10 sq. mm Copper Conductor (for 3-Phase)
	18.0 - 25.0	40	40, 30 mA	4 C X 16 sq. mm Copper Conductor (for 3-Phase)
	25.0-35.0	63	63, 30 mA	4 C X 25 sq. mm Copper Conductor (for 3-Phase)

35.0-40.0	63	63, 30 mA	4 C X 35 sq. mm Copper Conductor (for 3-Phase)
40.0-50.0	100	100, 30 mA	4 C X 50 sq. mm Copper Conductor (for 3-Phase)

LIST OF APPROVED MAKES

S.N.	Items	Approved make
1	GI Conduit Pipes	BEC, AKG, NIC, Steel Craft – ISI mark
2	GI conduit accessories	Confirming to BIS
3	Copper conductor FRLS wires for elevated stations only	National, Ecko, Finolex, Havells, Grandly, Nicco, Asian, Polycab
4	Copper conductor LSZH wires for underground stations only	Polycab, KEI, Ducab Dubai, Cords cables, Rashi cables, or standard make subject to confirming BS:7211
5	FRLS cables only	Fort Gloster, Nicco, Finolex, Asian / RPG, KEI, Havells, Polycab, CCI, Universal
6	LSZH cables for under ground stations only	Polycab, KEI, Ducab Dubai, Cords cables, Rashi cables or standard make subject to confirming BS:6724
7	Switches & Socket outlets	Crab tree, Anchor, MDS, LK (Schneider) or ISI marked of reputed brand
8	MCCB, RCCB, MCB	L&T, Hager, MDS, Siemens, GE, Merlin Gerin, ABB, Schneider
9	Distribution Boards	L&T, Hager, MDS, Siemens, ABB, Indo Asian, Havells, GE, Schneider
10	Energy Meters with MDI & TOD	Secure, L&T
11	Luminaries (LED only)	Philips / Schrader/ Osram/ Bajaj / Thorn/ Crompton or any other reputed brand

15. **For small quantity of LSZH cables, wires licensee can opt to purchase the same from DMRC/E&M/store through PB wing subject to availability with 15% extra stores handling charges.**
16. **As per DERC guidelines, each licensee needs to be calibrate their energy meter after every 5 years or as per the direction of DERC.**
17. **As per DERC guidelines, each licensee having electrical load more than 27 KVA needs to be install only TOD energy meter.**

FORMAT OF APPLICATION FOR TEMPORARY POWER SUPPLY

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

PROCEDURE

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

FORMAT OF APPLICATION FOR PERMANENT POWER SUPPLY

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

PROCEDURE

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

SPECIFICATIONS FOR ELECTRICAL WORKS

FORMAT OF APPLICATION FOR PERMANENT POWER SUPPLY

DECLARATION

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

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

OR

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

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

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

The Applicant hereby agrees and undertakes:

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

5. That all or any taxes/duties, as may be levied on the supply of electricity to the Applicant by DMRC, shall be paid and borne by the Applicant.
6. That the Applicant agrees that DMRC would accept an application from the Applicant for reduction in load only after two years from the original sanction. All applications for load enhancement by the Applicant would be dealt with by DMRC as a new connection and DMRC would follow the procedure as in the case of a new connection.
7. That DMRC shall have the right to recover the fixed charges due as per applicable tariff for the remaining contracted period in case the contract is terminated prior to the expiry of the contracted period.
8. That all the electrical work done within the Applicant's premises including wiring, power outlets and gadgets for power distribution & air conditioning system are used, operated and maintained properly for guarding against short circuits/fires and are as per the Indian Electricity Rule, 1956 and other applicable laws, statutory provisions and standards in force at the time, and indemnify DMRC against any loss accrued to the Applicant on this account. Further, the Applicant agrees that if there is any harm/loss to the property of DMRC or to any other third party due to fault in the electrical work, outlets or apparatus within the premises of the applicant, all the loss shall be borne by the Applicant.
9. That specification for all materials / works will follow the standards, codes and specifications as used by DMRC in the E&M works. If any item/ equipment/ work is not covered in standards, codes and specifications of DMRC, then the same will be procured / installed from reputed manufacturer/ make in line with relevant IS/IEC standard with prior approval of DMRC.
10. To pay DMRC all costs and expenses that DMRC may incur by reason of a fresh service connection being given to the Applicant.
11. To indemnify DMRC against all proceedings, claims, demands, costs, damages and expenses that DMRC may incur by reason of a fresh service connection given to the Applicant.
12. To be bound by DMRC's conditions of supply, and all applicable acts and rules.
13. That DMRC shall not be responsible for any interruption/diminution of supply.

14. Others

- 14.1 Licensee will have to provide a Low voltage switch-board with MCBs& ELCB's of required capacity with Electronics Static Energy Meters having provision of MDI, TOD etc. of required capacity at their cost conforming to relevant BIS standards and of approved make along with test certificate shall be arranged by the applicant. The meter shall be installed and sealed by DMRC, either within the premises of the applicant or at a common meter room/board. Applicant shall not tamper with or disturb the meter in any manner whatsoever, and shall be responsible for its safety.
- 14.2 DMRC shall provide supply, if available, at one fixed point as per DMRC plan. All cabling work to tap off the supply from the fixed point and to avail it within their premises shall be done by the applicant in line with scope of work provided by DMRC. Approval to the layouts/schemes/details shall be taken from DMRC O&M wing.

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- 14.3 Only FRLS /FRLSZH cable of required size shall be used for tapping off supply from DMRC fixed supply to Licensee premises in rigid GI Conduit pipe in line with specifications of Electrical works provided to applicant by DMRC.
- 14.4 Licensee will also do wiring within their shop/stall by using GI conduit or fire resistance PVC casing/capping. The Licensee shall use FRLS /FRLSZH copper wire of the required size in line with specifications of Electrical works provided to applicant by DMRC (the wiring scheme, the type of wiring, size of wires, various loads, plug point, light fan etc. shall be as per DMRC's approval).
- 14.5 DMRC will provide Power Supply of single phase, 230V, 50Hz for a max. connected load up to 10 **KW** in line with specifications of Electrical works provided to applicant by DMRC. Electrical load requirement exceeding above will be given on 3-phase, 415V, 50Hz subject to availability.
- 14.6 Licensee shall be given only normal power supply available in station premises. Licensee may use suitable voltage stabilizers and power factor correction equipment as per their requirement. DMRC shall not be providing any standby power supply from station DG set or UPS.
- 14.7 Licensee shall not be permitted to use any standby Diesel Generator Sets. Licensee will only be the permitted to use standby UPS/Inverter system will also be taken as a part of total connected load.
- 14.8 The Total Demand Load& Total Connected load shall be treated as same. Licensee will have to pay applicable demand charges as per the Total Connected Load Only.
- 14.9 Licensee shall use Energy efficient lighting& shall provide proper Lighting fixtures, Lamps, Electronic Ballast etc. Licensee shall provide uniform & good illumination level not less that 100 Lux in any case.
- 14.10 Licensee shall use Brand/make Electrical wiring and switch gear items in line with specifications of Electrical works provided to applicant by DMRC. The Electrical Contractor/agency at Licensee's cost shall carry the entire work. DMRC's representative may inspect and supervise the work.
- 14.11 Licensee shall provide proper Earthing connection as per the applicable standards and shall terminate the same to the DMRC's Distribution Board or to any other place as directed by the DMRC. Installation Test Report issued by licensed electrical wiring contractor in the prescribed format (available with the application form) and countersigned by the applicant shall be submitted by the Licensee. Every shop/ property Development area must have enough fire Extinguisher as stipulated.
- 14.12 Licensee will not be allowed to provide Room Heating appliance of any kind.
- 14.13. The power shall be supplied normally as per approved sanction load by DMRC. Minimum load to be given shall be 2 **KW** on which the demand charges as applicable shall be paid by the Licensee. Additional power up to 10 kW on single phase and thereafter on three phase system if required by the Licensee will be supplied subject to availability at an additional cost and conditions to be stipulated by DMRC.
- 14.14. In case, Licensee draws power more than the connected load, their electricity connection shall be disconnected. The electricity connection will be provided back on first occasion only when Licensee pays necessary penalty as per State ERC norms and removes excess load. On the subsequent occasion,

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DMRC reserves the right to revoke the license and forfeit the interest free security deposit.

- 14.15 In case, the Licensee is found misusing Electricity or tampering with the Energy meter, a token penalty of Rs. 1000/- will be charged from him along with disconnection of power supply. Reconnection of power supply will be done only after charging Rs. 100/- as reconnection fee and clearance of all dues duly obtaining approval of Competent Authority of DMRC.
15. That the Applicant shall have no objection at any time to the rights of DMRC to supply energy to any other consumer from the service line or apparatus installed on the Applicant's premises.
 16. That the supply shall be used for the purpose that it has been sanctioned by DMRC and shall not be misused in any way to serve any other purposes.
 17. That the supply shall not be extended/sublet to any other premises.
 18. That the Applicant's industry/trade has not been declared to be obnoxious, hazardous/pollutant by any Government agency and that no court orders are being infringed by grant of applied electricity connection at the Applicant's premises.
 19. That DMRC shall be at liberty to adjust the electricity consumption charges along with any other charges against the consumption deposit paid by the Applicant, in the event of termination of the agreement prior to the expiry of the contracted period or in case of any contractual default.
 20. That DMRC shall be at liberty to transfer the dues remaining unpaid by the Applicant, after adjusting the advance consumption deposit, to other service connections(s) that may stand in the Applicant's name.
 21. To allow clear and unencumbered access to the meters for the purpose of meter reading, maintenance, inspection, checking, testing etc.
 22. That DMRC shall be entitled to disconnect the service connection under reference in the event of any default and /or non-compliance of contractual and / or statutory requirements, and/or in consequence of legally binding order by statutory authority(ies)/court of Law, without prejudice to the DMRC's rights to exercise its rights under law including that of getting its due payments as on the date of connection. The Applicant undertakes to pay penalty imposed by DMRC on its own discretion for the damages caused to the leased property on account of any default or non-compliance of any statutory requirements.
 23. That all details furnished in this Requisition form are true to the Applicant's knowledge. If any information is found incorrect at a later date, the company will have the right to withhold/disconnect supply, as the case may be, and forfeit the advance consumption deposit.
 24. The applicant acknowledges and accepts that the relationship of the applicant with DMRC is not that of a consumer and a Licensee but that of a commercial arrangement where the applicant has taken on lease/license premises of DMRC and the Electricity connection is being provided as a part of the above arrangement.

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

Date:

Place:

Signature of Applicant
(Full name)

Signed and delivered in the presence of:

Witness 1

Witness 2

Signature_____

Signature_____

Full Name_____

Full Name_____

Complete Address _____

Complete
Address_____

Phone No._____

Phone No._____

DECLARATION

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

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

OR

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

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

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

The Applicant hereby agrees and undertakes:

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

5. That all or any taxes/duties, as may be levied on the supply of electricity to the Applicant by DMRC, shall be paid and borne by the Applicant.
6. That the Applicant agrees that DMRC would accept an application from the Applicant for reduction in load only after two years from the original sanction. All applications for load enhancement by the Applicant would be dealt with by DMRC as a new connection and DMRC would follow the procedure as in the case of a new connection.
7. That DMRC shall have the right to recover the fixed charges due as per applicable tariff for the remaining contracted period in case the contract is terminated prior to the expiry of the contracted period.
8. That all the electrical work done within the Applicant's premises including wiring, power outlets **and gadgets are used and maintained** properly for guarding against short circuits/fires and are as per the Indian Electricity Rule, 1956 and other applicable laws, statutory provisions and standards in force at the time, and indemnify DMRC against any loss accrued to the Applicant on this account. Further, the Applicant agrees that if there is any harm/loss to the property of DMRC or to any other third party due to fault in the electrical work, outlets or apparatus within the premises of the applicant, all the loss shall be borne by the Applicant.
9. That specification for all materials/works will follow the standards, codes and specifications as used by DMRC in the E&M works. If any item/ equipment/ work is not covered in standards, codes and specifications of DMRC, then the same will be procured / installed from reputed manufacturer/ make in line with relevant IS/IEC standard with prior approval of DMRC.
10. To pay DMRC all costs and expenses that DMRC may incur by reason of a fresh service connection being given to the Applicant.
11. To indemnify DMRC against all proceedings, claims, demands, costs, damages and expenses that DMRC may incur by reason of a fresh service connection given to the Applicant.
12. To be bound by DMRC's conditions of supply, and all applicable acts and rules.
13. That DMRC shall not be responsible for any interruption/diminution of supply.
14. **Others**
 - 14.1 From the DMRC DB to main MCB / MCB of shops only XLPE insulated armored copper conductor LSZH cables shall be used. Licensee will have to provide a Low voltage switch-board with MCBs& ELCB's of required capacity with Electronics Static Energy Meters having provision of MDI, TOD etc. of required capacity at their cost conforming to relevant BIS standards and of approved make along with test certificate shall be arranged by the applicant. The meter shall be installed

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and sealed by DMRC, either within the premises of the applicant or at a common meter room/board. Applicant shall not tamper with or disturb the meter in any manner whatsoever, and shall be responsible for its safety.

- 14.2 DMRC shall provide supply, if available, at one fixed point as per DMRC plan. All cabling work to tap off the supply from the fixed point and to avail it within their premises shall be done by the applicant. Approval to the layouts/ schemes/ details shall be taken from DMRC O&M wing. The Licensee hereby voluntarily and unequivocally agrees not to seek any claim, damage, compensating or any other consideration what so ever on account of time and cost associated in making provision of electricity.
- 14.3 That the use of any PVC material is not permitted in the underground stations.
- 14.4 Licensee will also do wiring within their shop/stall/KIOSK by using GI conduit. The Licensee shall use FRZHS copper wire of the required size (the wiring scheme, the type of wiring, size of wires, various loads, plug point, light, fan etc. shall be as per DMRC's approval).
- 14.5 DMRC will provide Power Supply of single phase, 230V, 50Hz for a max. connected load up to 10 KW, Electrical load requirement exceeding 10 KW will be given on 3-phase, 415V, 50Hz subject to availability.
- 14.6 Licensee shall be given only normal power supply available in station premises. Licensee may use suitable voltage stabilizers and power factor correction equipment as per their requirement. DMRC shall not be providing any standby power supply from station DG set or UPS.
- 14.7 Licensee shall not be permitted to use any standby Diesel Generator Sets. Licensee will only be the permitted to use standby UPS/Inverter System with maintenance free battery. The Load of such standby UPS/Inverter system will also be taken as a part of total connected load.
- 14.8 The Total Demand Load & Total Connected load shall be treated as same. Licensee will have to pay applicable demand charges as per the Total Connected load only.
- 14.9 Licensee shall use Energy efficient lighting & shall provide proper Lighting fixtures, Lamps, Electronic Ballast etc. Licensee shall provide uniform & good illumination level not less than 100 Lux in any case.
- 14.10 Licensee shall provide proper Earthing connection as per the applicable standards and shall terminate the same to the DMRC's Distribution Board or to any other place as directed by the DMRC. Installation Test Report issued by licensed electrical wiring contractor in the prescribed format (available with the application form) and countersigned by the applicant shall be submitted by the Licensee.
- 14.11 Fire Extinguisher: Every shop/ property Development area must have enough Fire Extinguishers as stipulated.
- 14.12 Licensee will not be allowed to provide Room Heating appliance of any kind.
- 14.13 The power shall be supplied as per sanctioned load approved by DMRC. Minimum load to be given shall be 2 **KW** on which the demand charges as applicable shall be paid by the Licensee. Additional power up to 5 KVA on single phase and thereafter on three phase system if required by the Licensee will be supplied subject to availability at an additional cost and conditions to be stipulated by DMRC.

- 14.14 In case, Licensee draws power more than the connected load, their electricity connection shall be disconnected. The electricity connection will be provided back on first occasion only when Licensee pays necessary penalty as per State ERC norms and removes excess load. On the subsequent occasion, DMRC reserves the right to revoke the license and forfeit the interest free security deposit.
- 14.15 In case, the Licensee is found mis-using Electricity or tampering with the Energy meter, a token penalty of Rs.1000/- will be charged from him along with disconnection of power supply. Reconnection of power supply will be done only after charging Rs. 100/- as reconnection fee and clearance of all dues duly obtaining approval of Competent Authority of DMRC.
15. That the Applicant shall have no objection at any time to the rights of DMRC to supply energy to any other consumer from the service line or apparatus installed on the Applicant's premises.
16. That the supply shall be used for the purpose that it has been sanctioned by DMRC and shall not be misused in any way to serve any other purpose.
17. That the supply shall not be extended/ sublet to any other premises.
18. That the Applicant's industry/trade has not been declared to be obnoxious, hazardous/pollutant by any Government agency and that no court orders are being infringed by grant of applied electricity connection at the Applicant's premises.
19. That DMRC shall be at liberty to adjust the electricity consumption charges along with any other charges against the consumption deposit paid by the Applicant , in the event of termination of the agreement prior to the expiry of the contracted period or in case of any contractual default.
20. That DMRC shall be at liberty to transfer the dues remaining unpaid by the Applicant, after adjusting the advance consumption deposit, to other service connection(s) that may stand in the Applicant's name.
21. To allow clear and unencumbered access to the meters for the purpose of meter reading, maintenance, inspection, checking, testing, etc.
22. That DMRC shall be entitled to disconnect the service connection under reference in the event of any default and/or non-compliance of contractual and / or statutory requirements, and/or in consequence of a legally binding order by statutory authority (ies)/Court of Law, without prejudice to the DMRC's rights to exercise its rights under law including that of getting its due payments as on the date of connection. The Applicant undertakes to pay penalty imposed by DMRC on its own discretion for the damages caused to the leased property on account of any default or non-compliance of any statutory requirements.
23. That all details furnished in this Requisition form are true to the Applicant's knowledge. If any information is found incorrect at a later date, the company will

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have the right to withhold /disconnect supply, as the case may be, and forfeit the advance consumption deposit.

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

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

Date:

Place:

Signature of Applicant
(Full name)

Signed and delivered in the presence of:

Witness 1

Witness 2

Signature_____

Signature_____

Full Name_____

Full Name_____

Complete Address _____

Complete
Address_____

Phone No._____

Phone No._____

List of Documents to be submitted along with Declaration.

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

ELECTRICAL INSTALLATION TEST REPORT

It is

SN	Description	Details
1	Name & Address of the Licensee	
2	Location	
3	Shop/UNIPAY PAYMENT (KIOSK) MACHINE/Stall No.	
4	Connected Load	
5	Energy Meter S. No. & Make (Manufacturer's test report is to be enclosed)	

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

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

Seal & Signature of the Licensee

Seal & Signature of Electrical Contractor

(Holding Valid License)

FIRE SAFETY REQUIREMENTS

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

Table - 1

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

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

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

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