

LINE-2

Tender Application Form Licensing out Advertisement Rights inside Fifty (50) train sets of Line-2(RS-2) of DMRC.NOTE:-Line-2 is operational from Jehangir puri to Central Secretariat and will be extended upto Huda City Centre,Gurgaon, in due course of time.

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Delhi Metro Rail Corporation Ltd.

DELHI METRO RAIL CORPORATION LTD.

**TENDER FOR ADVERTISING RIGHTS INSIDE
FIFTY(50) Broad Gauge (RS-2) TRAIN SETS OF LINE-2.**

DGM/Marketing

4th Floor,Property Development Cell (O&M)

Delhi Metro Rail Corporation Ltd.(Metro Bhawan)

Fire Brigade Lane,Barakhambha Road

New Delhi-110001

www.delhimetrorail.com

COST OF DOCUMENT (Non-Refundable) :

Rs. 20800/- (Rs. 20000/- + 4% DVAT)

TENDER DOCUMENT

Tender Application Form for Licensing out Advertisement Rights inside Fifty(50) Broad Gauge (RS-2) train sets of Line-2of DMRC.

Cost of Document Rs.20800/- (Rs.20000+4%DVAT)

(Non – Refundable, vide draft on Scheduled Commercial Bank Favoring “DMRC Ltd”)

DELHI METRO RAIL CORPORATION LTD.

TENDER FORM

Application No. _____

NAME OF TENDERER: _____

ADDRESS: _____

To,

GM/Operations

4th Floor,Property Development Cell (O&M)

Delhi Metro Rail Corporation Ltd.(Metro Bhawan)

Fire Brigade Lane,Barakhambha Road

New Delhi-110001

Dear Sir,

Subject: TENDER FOR LICENSING OUT ADVERTISEMENT RIGHTS INSIDE FIFTY(50) Broad Gauge (RS-2) TRAIN SETS OF LINE-2 of DMRC.

1.0 I/We understand

This tender is for advertising rights inside 33 Bombardier Broad gauge (RS-2¹) train sets of Line-2 of DMRC. Out of 50 trains, 33 trains are of 4-cars (2DT cars + 2M cars) each and 17 trains are of 6-cars (2DT cars + 4 M cars) each. The number of cars in each train may be increased to eight cars (2DT cars+6M cars) at any time

¹ RS-2 trains are new train sets of Line-3supplied by M/s Bombardier to DMRC

during the contract period. The License fee will be increased in proportion to increase of advertising space available. The advertising space available in each type of car (DT &M), 4-car train, 6-car train and 8-car train is as per Schedule A. The lot consisting of Fifty (50) train sets of Line-2 is offered for licensing of inside train advertisement rights including on alternate strap hangers, for placement of advertisements, where existing strap hangers are already available the same may be used. The licensee may manufacture and install strap hangers, as per DMRC specifications and after prior approval of DMRC. The maximum number of strap hangers permitted in a inside each train set of 4 cars, 6 cars and 8 car are 176 , 264 and 352 respectively only . All the panels are non-backlit; all panels and all strap hangers where available will be given on “as is where is basis”, and all applicants/tenderers are required to satisfy themselves regarding the suitability of the advertisement panels and strap hangers for their business. DMRC shall not entertain any claims, damages, compensation or any other consideration whatsoever on this account. These Fifty trains will be introduced over a period of time on different lines (existing as well as upcoming lines). All these Fifty trains will be Broad Gauge.

The predesigned panels in each type of car are as follows:-

A. Inside panels provided in each DT-Car: 15 nos. of size 761 mm x 103 mm and 13 nos. of size 411 mm x 586mm.

B. Inside panels provided in each M-Car : 17 nos. of size 761 mm x 103 mm and 12 nos. of size 411 mm x 586mm.

C. On alternate straps inside train set, (approx. 176 Nos. in each 4-car train set, 264 Nos in each 6-car train set and 352 Nos in each 8-car train set) where available, and where not available the same may be manufactured and placed as per DMRC design and manufacturing specifications after prior approval of DMRC O&M authority.

- 2.0 I/We have perused the terms and conditions governing the tender for letting out advertisements rights inside **50 train sets of Line-2** and strap hangers inside the said train sets of Line-2 and hereby agree to abide by the said conditions. I/We hereby also agree to keep this tender open for acceptance for a period of 180 days from the date of opening of tender and in default hereof, I/We will be liable for forfeiture of my/our earnest money.
- 3.0 I/We shall submit the media to be inserted in the advertising panels and strap hangers provided inside the trains, for DMRC's approval within 7 (Seven) days after receipt of acceptance letter. DMRC reserves the right to reject any of the said submissions. Where no strap hangers are provided with advertisement facility, the same may be manufactured and installed by the licensee as per specifications of DMRC and after prior written approval of DMRC O&M's authorised representative. DMRC reserves the right to reject any design submission.

4.0 I/We understand that these Fifty trains will be introduced in phased manner on different lines of DMRC and the license fee for a train will start from the date of handover of train or 7 days from the date of issue of handover notice by DMRC, whichever is earlier.

5.0 We shall be charged License fee for a minimum of 114 panels and 176 strap hangers per train in a 4-car train; 172 panels and 264 strap hangers per train in a 6-car train; 230 panels and 352 strap hangers per train in a 8-car train; irrespective of actual advertising space utilized by me/us. I/we will not make any claim/compensation for non-utilization of above mentioned minimum advertising space. I/we understand that the license fee for a train will commence from the date of taking over the train. I/ We will also maintain the advertisement inserts in a good condition.

6.0 I/We furnish my/our quotation as follows: -

My/our offer towards monthly license fee per sqm of advertising space in a train is Rs _____per sqm per month

(Excluding service tax as applicable.)

7.0 I/We furnish my/our quotation for 33 train sets of Line-2 as follows:

Type of train	Number of Trains	Advertising space (sqm) as per Schedule A	Annual License fee= 12Xmonthly license fee per sqm as quated in para 7 x advertising space
4-car trains	33		
6- Car Trains	17		

CALCULATION OF ANNUAL VALUE OF TENDER (50 train sets of Line-2per annum):

A) Annual value of Tender = 36 X annual license fee for4- car trains + 47 X annual license fee for 6-car trains.

In figures; Rs. _____/- only per annum

In words; Rupees _____only per annum.

(Excluding service tax as applicable.)

NOTE:

- I. The first quarterly license fee for trains operating at the time of award of contract will have to be paid, within 7 (Seven) days of the date of issue of letter of acceptance. For advance license fee of trains to be handed over subsequently, DMRC will give 7 days handing over time to the licensee. The licensee will have to deposit advance quarterly license fee for trains proposed to be handed over within 05 (five) days from the date of issue of taking over notice.
- II. The earnest money deposit of the successful tenderer will be adjusted against the refundable Interest free security deposit equivalent to 3 (three) months license fee for trains operating at the time of award of contract. For trains which would be handed over subsequently the licensee will have to deposit security amount equivalent to three months license fee (of trains proposed to be handed over) within 5 days from the date of issue of taking over notice for trains which will be handed over subsequently. **For clearance of doubt, if 10 trains are operational at the time of award of contract ,the licensee will have to deposit advance license fee for 3 months for these 10 train sets of Line-2and security deposit of 3 months license fee for these 10 train sets. Subsequently, say after 2 months, 15 more trains are inducted; DMRC will serve a seven day taking over notice to the licensee. The licensee will have to deposit the advance license fee for 3 months for these 15 new trains and security deposit equivalent to 3 months license fee for these 15 trains, within 5 days of issue of taking over notice.** Non-payment of advance license fee and security will be construed as breach of contract and DMRC reserves the right to terminate the contract on this account as per Termination Clause of the contract. This amount will only be refunded after completion of the full term of the license period. (Three years from the date of hand over of the first train set or seven (7) days from the date of notice issued for take over of the first train set, whichever is earlier)
- III. The License period for the first lot (trains operational at the time of award of contract) of 50 train sets of Line-2 will start from the date of hand over of the first train set or after seven (7) days from date of issue of notice for take over of the first train set, whichever is earlier.
- IV. The License fee for subsequent years will be increased at the rate of 5 % per annum from this date for all trains, irrespective of the dates from which other train sets of Line-2have been handed over.
- V. The license fees for the individual train sets of Line-2which will be inducted after award of contract will be initiated from seven (7) days from date of issue of notice for taking over or date of handing over of the train set, whichever is earlier.
- VI. **The Earnest money of Rs.25,00,000/- (Rupees Twenty five lakhs only/-)** to be given along with the tender. This amount for the successful tenderer will be adjusted against the interest free refundable security deposit equivalent to 3 (three) months license fee. This amount shall be refundable only on completion of the full term of the agreement i.e. three years from the date of handover of the first train set or seven days from the date of issue of notice for take over of the first train set, whichever is earlier. The refundable interest free security deposit will be scaled up by 5% for each completed year on compounding basis.

- 9.0 I/We enclose a demand draft No.....dated..... drawn on.....for **Rs. 25,00,000 only/- (in words; Rupees Twenty five lakhs only/-)** towards earnest money drawn in favour of — “DMRC Ltd.” (Drafts should be made in favour of —“DMRC Ltd.”, and drawn on any scheduled commercial bank.)
- 10.0 Payment of stamp duty on agreement, if any, to be executed in pursuance of this tender will be borne by us.
- 11 I/We hereby agree that all Taxes/Municipal Taxes if any shall be solely borne by us. Service tax as applicable from time to time will also be paid by us.
- 12 We/I shall not ask for any claim or compensation from DMRC if advertisements inside each or some of the train sets, strap hangers are not permitted due to local laws/civil authorities. The maintenance of all advertisement inserts will be borne by us.
- 13 Once, the train set is commissioned and handed over, I/we shall continue to make payment of license fees and all dues, even if the train set is detained (not operating) for repair or upkeep etc. We/I shall not ask for any claim, damages, compensation or any other consideration whatsoever from DMRC on this account.
- 14 I/We have seen the inside train panels and strap hangers locations and fully understand and comprehend the technical requirements of the advertisement insert media. I/We are also fully satisfied as to the business viability of licensing the advertisement panels and strap hangers and shall not claim any compensation, dues or any other consideration whatsoever on this account.
- 14 We/I shall abide by all terms & conditions and other clauses mentioned in this tender document, which is attached duly signed on each page as token of my/our voluntary and unequivocal acceptance.
- 15 I/We have down loaded this document from DMRC website. I/We enclose the non refundable cost of **Rs.20800/- (Rs.20000 + 4% DVAT)** towards the cost of document along with this submission. I/We fully understand that our tender will be rejected out rightly if the cost of the document (for downloaded forms) is not enclosed along with the document.

Please find enclosed draft towards non refundable Cost of Document vide draft drawn on

_____ Bank, Bearing No. _____ dated _____ in favour of “DMRC Ltd” for Rs.20800/- (Rs.20000 + 4% DVAT). (Payment is to be made only vide draft on any Scheduled Commercial Bank in favour of — “DMRC Ltd.”)

- 16 I/We also understand that addendums modification, corrections if any, may or may not be reflected in the document placed in the web site. I/We hereby agree to seek clarification on the same before submission of the tender. I/We agree not to seek any claim, damages, compensation or any other consideration in case such changes are made and are not reflected in the downloaded document. I/We agree to sign the

formal agreement within three working days from the date of making all payments or on date as indicated by the authorised representative of DMRC, failing which DMRC may deem that I/We are not interested in the offer and forfeit all payments made, 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.

- 17 I/we shall collect the annexure documents (plans) free of cost if required from the office of the DGM/Marketing (DMRC) and include the same with the downloaded document, while submission of the tender.
- 18 Where the document has been downloaded, the I/we undertake not to tamper/ alter/ correct/ modify the document in any manner whatsoever. DMRC will reject the tender outright in case it is found at any time that the tender document has been tampered/ modified/ altered in any manner. DMRC reserves the right to cancel the agreement, forfeiting all amounts in case of successful tenderer 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 bid/ terminate the agreement, at any time it is found that the downloaded bid document has been tampered/ altered/ modified or even corrected.
- 19 I /we understand that the set of trains which are **operating at the time of award of contract out of** Fifty (50) trains will be treated as one lot. The license fee for this lot will start from the date of handover of the first train set or after seven days from the date of issue notice for take over of the first train set whichever is earlier. The license fee for subsequent years will be increased from this date for all trains, irrespective of the dates from which other train sets of Line-2 have been handed over. The license fees for the individual train sets of Line-2 will commence after 7 days from the date of issue of notice for taking over or handover of the train set, whichever is earlier.
- 20 I/we agree to submit additional interest free security deposit and license fees on prorata basis as and when additional train sets of Line-2 are commissioned by DMRC and handed over to the licensee. The licensee agrees unequivocally to take up all the additional train sets. Failure to take up additional train sets of Line-2 by the licensee will be treated as a breach of agreement and will lead to forfeiture of license fees and interest free security deposit in favour of DMRC (Licensor).

Encl:

1 Bank Draft

2 Documents requested under clause 32.

Signature _____

Name of the Authorized Signatory

With rubber stamp

Address: _____

Tel.No: _____

Place: _____

Dated: _____

Delhi Metro Rail Corporation Ltd.

Delhi Metro Rail Corporation Ltd. (DMRC) a joint venture of Government of India and State Government of National Capital Territory of Delhi has implemented the design and construction of the first phase, Mass Rapid Transit System (MRTS) of approx. 73 Kms which is fully operational. The phase II of DMRC consisting of approx 128 Kms is likely to be completed by 2010 before Commonwealth Games which are scheduled to be held in Delhi. In order to complement its state of the art international quality rolling stock and raise additional revenues, DMRC is looking forward to having high quality advertisements inside its train sets of Line-2 and on alternate strap hangers inside the train sets. DMRC intends to give advertising rights for a lot of 50 trains.

TERMS AND CONDITIONS

- 1 The successful tenderer (herein after called Licensee) will be given advertising rights for exhibiting commercial advertisements inside 50 trains. Out of 50 trains, 33 trains are of 4-cars (2DT cars + 2M cars) each and 17 trains are of 6-cars (2DT cars + 4 M cars) each. The number of cars in each train may be increased to eight cars (2DT cars+6M cars) at any time during the contract period. The License fee will be increased in proportion to increase of advertising space available. The advertising space available in each type of car (DT & M), 4-car train, 6-car train and 8-car train is as per **Schedule A**. The lot consisting of Fifty (50) train sets of Line-2 is offered for licensing of inside train advertisement rights including on alternate strap hangers, for placement of advertisements, where existing strap hangers are already available the same may be used. The licensee may manufacture and install strap hangers, as

per DMRC specifications and after prior approval of DMRC. The maximum number of strap hangers permitted in a inside each train set of 4 cars, 6 cars and 8 car are 176 , 264 and 352 respectively only . **A total of 114 advertisement panels have been provided in each Train set of four(4) coaches. Out of 114 panels, sixty four (64) panels are of approximately 761 mm x 103 mm size each and 50 panels are of approximately 411 mm x 586 mm size each as indicated in Annexure-I. The locations inside DT-Car are given in Annexure-II and inside M-Car in Annexure-III. Annexure-IV gives a visual representation. A visual of inside train typical strap hangers is given in Annexure-V.** All the panels are non-backlit; all panels and all strap hangers where available will be given on "as is where is basis", and all applicants/tenderers are required to satisfy themselves regarding the suitability of the advertisement panels and strap hangers for their business. DMRC shall not entertain any claims, damages, compensation or any other consideration whatsoever on this account. These Fifty trains will be introduced over a period of time on different lines (existing as well as upcoming lines). All these Fifty trains will be Broad Gauge.

The predesigned panels in each type of car are as follows:-

A. Inside panels provided in each DT-Car: 15 nos. of size 761 mm x 103 mm and 13 nos. of size 411 mm x 586mm.

B. Inside panels provided in each M-Car : 17 nos. of size 761 mm x 103 mm and 12 nos. of size 411 mm x 586mm.

C. On alternate straps inside train set, (approx. 176 Nos. in each 4-car train set, 264 Nos in each 6-car train set and 352 Nos in each 8-car train set) where available, and where not available the same may be manufactured and placed as per DMRC design and manufacturing specifications after prior approval of DMRC O&M authority.

- 2 The Licensee will only place advertisement inserts in the spaces provided for inside the cars as represented in Annexure II & III and on strap hangers. Sticking of stickers or hanging of banners or any other form of presentation is strictly prohibited.
- 3 The Licensee unequivocally agrees not to seek any claim, damages, compensation or any other Consideration whatsoever for strap hangers broken during operation of the train sets. The licensee agrees to replaces such damaged and broken strap hangers at his own cost as per design and specifications of DMRC and with prior approval DMRC administration. The licensee agrees to manufacture, and install straphangers as per DMRC specifications and with the approval of DMRC O&M administration where such straphangers are not available and has/have taken into account the

same while submission of his/her/their bid. The licensee also unequivocally certifies that he/she/they has/have seen the strap hangers presently placed in the operating trains and are fully satisfied about its advertising potential and their own capability to produce the similar strap hangers where such strap hangers are not available. The licensee also agrees voluntarily and unequivocally that at the end of license term or on its premature termination all straphangers will become the sole property of DMRC.

- 4 Licensee will be penalized up to Rs.20,000/- per offence on the following offense:
 - a) Late payment of DMRC dues up to 10 days.
 - b) Not following the instructions of the DMRC Administration regarding Advertisement after 10 days.
 - c) Any staff of licensee found in drunken condition/indulging in bad conduct.
 - d) Any staff of the licensee found creating nuisance on duty.
 - e) Sticking of stickers or hanging of banners or any other form of presentation other than allowed.
 - f) Defacement of the advertisement panels and strap hangers.
 - g) Dishonour of drafts and Cheques given by Licensee.

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

- 6 The Licensee before placement of advertisements shall submit for prior approval to the office GM(Operations) or any other authorized representative of DMRC as directed, all Publicity material/ advertisements and the media. DMRC retains the right to accept or reject the submissions and no compensation or claim in this regard will be entertained. The licensee shall be liable under all the applicable laws of the land. Licensee is also lie to abide by the various laws of State and Statutory Laws relating to advertisement/display of items. The licensee will choose media for straphangers such that it does not cause any injury to the commuters and train sets. If any such incidents occur the licensee voluntarily and unequivocally agrees to compensate in full and bear all liabilities whatsoever regarding the same.

- 7 The DMRC Administration reserves the right to accept or reject any quotation. Authority for acceptance of otherwise of the quotation will rest solely with the DMRC Administration, which does not bind itself to accept any quotation and not to assign any reason for rejecting the same.

- 8 The DMRC will not accept the tender wherein the bidder has given conditional offer, and the offer will be outrightly rejected and earnest money will be forfeited in favour of DMRC Ltd.
- 9 Access to trains for the purpose of placement of advertisements shall be strictly regulated by the office of the General Manager (Operations) and the licensee is required to take necessary permissions in this regard from the office of GM (Operations).
- 10 DMRC Administration reserves the right for deduction of DMRC dues from Licensee's security amount on the following grounds:
- a) Any amount imposed as a fine by DMRC Administration for irregularities committed by the Licensee.
 - b) Any amount which DMRC Administration becomes liable to the Government/ Third party on behalf of any default of the Licensee or any of his servant/ agent.
 - c) Any payment/ fine made under the order/ judgement of any court/consumer forum or law enforcing agency or any person working on his behalf.
 - d) Once the amount under this clause is debited, the Licensee shall reimburse the security deposit to the extent the amount is debited within 15 days period failing which it will be treated as breach of agreement.
- 11 Periodical joint inspection will be conducted by DMRC Administration and Licensee and discrepancy if any noticed or instructions issued by DMRC Administration are not observed by the Licensee within a reasonable time, the DMRC Administration also reserves the right to impose fine of Rs.5,000/- per irregularity.
- 12 For repeated violation of instructions, breach of agreement, DMRC Administration has the right to cancel/terminate the agreement at the risk and cost of the Licensee, forfeiting the security deposit in its favour.
- 13 The power to waive off fines and penalty vests with the competent authority of DMRC. The licensee will have to forward his request for waiver, recommended by the office of GM (Operations), for further action in this matter.
- 14 Submission of such a representation/s does not guarantee waiver of fines/ penalties. No claims, compensation or damages whatsoever, on account of non waiver will be considered by the licensor - DMRC.
- 15 The tender is not transferable.
- 16 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, 1970, any subsequent amendment thereof and the rules made there under. Licensee will indemnify the DMRC Administration for any loss and damages suffered due to violation of its provision.
- 17 If any approvals are 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 In case any fine is imposed the same will be recovered from interest free security money of the licensee.

- 18 The Licensee shall comply with the laws of land including Delhi Pollution Control Board guidelines, regulating the advertisement/display and DMRC can't be held liable for any change/modification in these laws which adversely affects this tender and the licensee will have no right whatsoever.
- 19 The Licensee shall take into account the following aspects while selecting advertisements for the licensed panels/strap hangers and abide by all the instruction of the authorized DMRC representative on the same:
 - A The advertisement is prohibited from carrying information or graphic or other items relating to alcohol and tobacco products.
 - B The advertisement will have no objectionable and indecent portrays of people, products or any terms.
 - C Political advertisements are not permitted.
 - D Surrogate advertisements will be permitted only if application for placement of the same is accompanied by "no objection certificate" from the Ministry of Information and Broadcasting.
- 20 Taxes/Municipal taxes if any applicable shall be borne by licensee and mode of payment will be as decided by DMRC. **Service Tax as applicable from time to time will also be paid by the Licensee.**

21 SURRENDER OF LICENSE

If the licensee wants to surrender the contract he will be allowed to do so by giving 3 (three) months notice prior to intended date of surrender. In such a case, the Licensee will have to submit payment up to intended date of surrender. License fee for the period of running quarter/half year will stand forfeited, along with security deposit. Part surrender of license will not be accepted and termination will be considered for the full lot of 50 train sets. On termination by DMRC or surrender by licensee, all the advertisement shall be removed from the trains sets licensed at the cost of the licensee.

22. TERMINATION OF AGREEMENT

In the event of failure on the part of Licensee in payment of License fees or any other charges due to the DMRC, breach of any of the terms and conditions of the agreement, DMRC Administration will have the right to terminate the contract and to discontinue the display forthwith and confiscate the advertisement and other materials of the Licensee without prejudice to any rights available forfeit the security deposit. The Licensee shall also be subject to all provisions of the Delhi Metro Rail operation and maintenance Act and also to the notices issued from time to time by the office of General Manager (Operations). DMRC may also terminate the contract

on administrative ground after giving 3 months notice. If contract is terminated on administrative grounds the security deposit of the licensee will be refunded.

23 DURATION

Quotations will be considered for a period of three years. The contract will commence from the date of hand over of first train or 7 days from the issue of taking over notice for first train by DMRC, whichever is earlier. DMRC Admn. reserves the right to review the contract i.e. the performance of the licensee etc. annually and may not extend the validity of the contract for remaining period if the performance is found unsatisfactory. DMRC reserves right to extend term of contract for further 2 years after successful completion of first 3 years. The license fee will be increased by 5% for each completed year over the previous year's license fee on compounding basis. The interest free security deposit will also be increased by 5% for each completed year on compounding basis. **The over all license period irrespective of the date of hand over/ notice for take over of individual train sets, will continue to remain three years from the date of hand over of the first train set or after 7 days from the date of issue notice for take over of the first train set, whichever is earlier.**

24 EARNEST MONEY

Quotations will have to be submitted along with a Demand Draft of **Rs. 2500000 /- (Rupees Twenty five lakhs only/-)**. Demand Draft will be drawn in favour of "**DMRC Ltd**". Tenders without or with less earnest money may be summarily rejected.

- 25 Earnest money will be returned to unsuccessful tenderers within 45 days of issue of award letter. **However, the same will be forfeited in the case of the successful tenderer failing to honor the offer made to the DMRC as per quotations submitted by him vide this tender.** The successful tenderer/Licensee hereby voluntarily and unequivocally agrees not to seek any claim, compensation, damages or any other consideration whatsoever on this account. The successful tenderer/Licensee hereby agrees voluntarily and unequivocally also not to enter into any correspondence whatsoever on this account with DMRC.

The earnest money of the successful tenderer will be adjusted against the interest free security deposit equivalent to 3 (three) months license fee for the trains which are operational at the time of award of contract.

26 SECURITY DEPOSITS

The Licensee will submit **within 7 (Seven) days** of issue of the letter of acceptance an amount **equivalent to 3 (three) months license fee for the trains operational at the time of award of contract as interest free security deposit.** The earnest money deposit of the successful tenderer will be adjusted against the refundable Interest free security deposit equivalent to 3 (three) months license fee for trains operating at the time of award of contract. For trains which

would be handed over subsequently the licensee will have to deposit security amount equivalent to three months license fee (of trains proposed to be handed over) within 5 days from the date of issue of taking over notice for trains which will be handed over subsequently. **For clearance of doubt, if 10 trains are operational at the time of award of contract ,the licensee will have to deposit advance license fee for 6 months for these 10 train sets of Line-2 and security deposit of 3 months license fee for these 10 train sets. Subsequently, say after 2 months ,15 more trains are inducted, DMRC will serve a seven days taking over notice to the licensee. The licensee will have to deposit the advance license fee for 6 months for these 15 new trains and security deposit equivalent to 3 months license fee for these 15 trains, within 5 days of issue of taking over notice.** Non-payment of advance license fee and security will be construed as breach of contract and DMRC reserves the right to terminate the contract on this account as per Termination Clause of the contract. This amount will only be refunded after completion of the full term of the license period. (Three years from the date of hand over of the first train set or seven (7) days from the date of notice issued for take over of the first train set, whichever is earlier)

The security deposit will be refunded only on satisfactory completion of the full agreement/contract period taking into consideration that all DMRC dues are cleared. The interest free security deposit will be increased by 5% for each completed year on compounding basis.

The licensee agrees to submit additional interest free security deposit and license fees on prorata basis as and when additional train sets of Line-2 are commissioned by DMRC and handed over to the licensee. The licensee agrees unequivocally to take up all the additional train sets. Failure to take up additional train sets of Line-2 by the licensee will be treated as a breach of agreement and will lead to forfeiture of license fees and interest free security deposit in favour of DMRC (Licensor).

27 The advertising rights for above-mentioned panels and strap hangers will vest with the successful tenderer only. Any persons wishing to advertise in the above mentioned panels inside trains will have to deal directly with the person who is the successful tenderer and will have no dealing with the DMRC or make any claim on the DMRC for any omission/ commission etc. At no time subletting of rights for advertisement to other advertising agencies/ outdoor agencies or out of home advertising agencies would be permissible under this agreement. The licensee agrees voluntarily and unequivocally to place DMRC messages at his own cost in the panes/strap hangers, which lie vacant and not commercialized.

28 **SCHEDULE OF PAYMENT**

The accepted annual License fee will be deposited in **four equal quarterly installments**. The license fee will be charged from the date of hand over or 7 days from date of notice for take over, whichever is earlier. The trains which are operational at the time of award of contract will be handed over immediately after receipt of advance license fee and security deposit for these trains. The license fee

for trains which will be inducted subsequently, will commence from the date of hand over of train or after 7 days from date of issue of taking over notice by DMRC, whichever is earlier. The Licensee will have to deposit advance license fee and security deposit for these trains within 5 days from the date of issue of taking over notice by DMRC.

The annual escalation of license fee for all train sets of Line-2 will be done from the date of hand over or after 7 days from the date of issue notice for take over of the first train set, whichever is earlier i.e. the date of commencement of contract. The over all license period irrespective of the date of hand over/ notice for take over of individual train sets, will continue to remain three years from the date of hand over of the first train set or after 7 days from the date of issue notice for take over of the first train set, whichever is earlier. The successful tenderer will have to pay 6 months license fee and security deposit equivalent to 3 months license fee for trains operational at the time of award of contract within **7 (seven) days** of the receipt of the Letter of Acceptance. Service tax as applicable will also be paid by the successful tenderer/licensee.

- 29 The license fee for advertising inside each train set will be charged for full advertising space as per Schedule A even though the advertisements may not be done on it because of any reason whatsoever including clearance not given for advertisement by concerned local authorities. **The license fees will be charged for trains once handed over after commissioning or 7 days after the issue notice for take over is issued, which ever is earlier, irrespective of the fact that some or all of the train sets of Line-2 of this lot may be detained for repairs, makeovers, inspections or for any other purposes as deemed fit by the General Manager (Operations).**
- 30 For late payments by the licensee, interest at the rate of 24% per annum will be charged. For calculating number of months, for which the amount remained outstanding a part month will be treated as a month. DMRC will have the right to invoke this clause simultaneously with clause No. 4 (terms and conditions) of the agreement, vide which DMRC can impose a fine/penalty for late payment.

31 INSTRUCTIONS TO TENDERERS

Quotations i.e. Tender Form duly filled in, terms & conditions each page duly signed along with Earnest Money and documents asked, be put in sealed cover addressed to the DGM/Marketing, DMRC, duly super scribed **"Tender for Licensing out advertising rights inside a lot of 50 Broad Gauge (RS-2) train sets of Line-2 of DMRC"** should be put in the tender Box kept with DGM/Marketing in his office as per schedule of **NIT (Revised, if any)** published on DMRC website.

The address of Dy. General Manager (Marketing) is:

DGM/Marketing

4th Floor,Property Development Cell (O&M)

Delhi Metro Rail Corporation Ltd. (Metro Bhawan)

Fire Brigade Lane,Barakhambha Road

New Delhi-110001

32 The tenders should be accompanied with the following:-

- A) Name of the firm.
- B) Whether it is sole proprietary Firm Partnership firm, Private Limited Company Attach registration certificate or other details in proof.
- C) Address of the firm
- D) Telephone No.
- E) FAX-No.
- F) E-mail (not mandatory)
- G) Sample advertisements executed in last 3 years
- H) Audited Balance Sheet of last three years.
- I) The list of Companies for which advertisement have been done/executed.

33 **Force Majeure**

Neither DMRC nor the 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 a force majeure events:

- A. Earthquake, Flood, Innundation, 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 and
- 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
- G. Any other similar things beyond the control of the party, except court order/ court judgement.

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

34 Conciliation and Arbitration

In the event of any dispute, difference of opinion or dispute or claim arising out of or relating to this agreement or breach, termination or the invalidity thereof, shall firstly be attempted to be settled by conciliation.

All disputes relating to this agreement 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 service agreement shall in the first place be referred to a sole conciliator appointed by DMRC.

The conciliator shall make the settlement agreement after the parties reach agreement and shall give an authenticated copy thereof to each of the parties.

The settlement agreement shall be final and binding on the parties. The settlement agreement shall have the same status and effect of an arbitration award.

The Licensee will have no objection if the sole conciliator is an employee of DMRC. The views expressed or the suggestions made or the admissions made by either party in the course of conciliation proceedings shall not be introduced as evidence in any arbitration proceedings/Court proceedings.

Any dispute that cannot be settled through conciliation procedure shall be referred to arbitration in accordance with the procedure given in Para below;

"*Arbitration Procedure*". 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.

34.1 Arbitration Procedure

If the efforts, to resolve all or any of the disputes through conciliation fails, then such disputes shall be referred within 30 days to a Sole Arbitrator who would be nominated by Director, Delhi Metro Rail Corporation Limited. The licensee will have no objection if the sole arbitrator is an employee of DMRC. The venue of such arbitration shall be at Delhi/ New Delhi. The award of the

sole Arbitrator shall be binding on all parties. The cost of Arbitration shall be borne by the respective parties.

34.2 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.

34.3 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.

- 35 LICENSEE shall deliver to DMRC a peaceful vacant physical possession of the panels and hanger straps at the end of the term of License period or on termination of contract in accordance with this Agreement, as far as possible, in the same condition in which it was licensed except for reasonable wear and tear and acts of God and nature. If the panels are not handed over in good condition as required under this agreement, DMRC reserves the right to seek exemplary damages and indemnification.
- 36 DMRC reserves the right to cancel the agreement with or without any notice and forfeit the security deposit in its favour in case it is brought to its attention an act of criminal nature has been committed by the licensee/ successful tenderer. The decision in the matter of determination of the act being criminal or not, vests solely with DMRC and no claim, compensation, damages or any other consideration whatsoever will be considered. The licensee hereby agrees unequivocally and voluntarily not to seek any claim, compensation, damages or any other consideration on this account.
- 37 If the LICENSEE fails to vacate the panels and hanger straps Licensed after the termination of the agreement, the LICENSEE shall be deemed to be an **unauthorized occupant in the said panels and hanger straps and will be liable to pay a fee @ Rs. 500/- per panel per day and same amount per hanger strap per day** for any period of occupation beyond that date along with the License fees due. DMRC also reserves the right without prejudice by giving 10 days notice in writing to the LICENSEE determine the license, remove the advertising media from the panels and strap hangers and store the same at a place of its choosing and no claims, damages or compensation whatsoever will be considered.
- 38 **The licensee voluntarily and unequivocally agrees not to seek any claim, damages, compensation or any other consideration whatsoever if trains are detained for repairs, inspections etc or for any other purposes.** If DMRC decommissions any train set or sets and the same is declared decommissioned by the office of the GM (O), for safety reasons or for any other technical reason the security deposit on pro rata basis will be refunded after deducting any dues to DMRC. The unused portion of license fees will also be refunded on pro rata basis. For this purpose the date of reference will be the date of decommissioning as declared by the office of General Manager (O). If the same train is re-commissioned at a later stage

during the tenure of this agreement, it would be again included in this lot of Line 1 train sets of Line-2 and the security deposit and license fee will be charged on pro rata basis.

39 INNOVATIONS & NEW MEDIA:

Subject to mutually agreed terms and conditions and prior written approval and concurrence of the licensor (DMRC) the Licensee may introduce any new media such as floor graphics, train wraps etc. If the Licensee wants to introduce new media then a proposal along with details of the said media proposed to be introduced should be presented to the office of the General Manager (O), DMRC for approval and indication of the terms and conditions. If the no response is received within 15 days from the date of presentation of proposal, then the proposal will be deemed to be "not acceptable". The Licensee voluntarily and unequivocally agrees not to seek any claim, damages, compensation or any other consideration whatsoever due to non acceptance of proposal. The Licensor (DMRC) at all times reserves the right not to give approval to such proposal/s and the Licensee agrees voluntarily and unequivocally not to seek any claim, damages, compensation or any other consideration whatsoever due to non acceptance of proposal. The Licensor (DMRC) reserves the right to introduce additional media/ innovations as it deems fit for the train sets of Line-2 operating in Line -1. In this case, the Licensor (DMRC) will give a proposal along with the terms and conditions for acceptance or refusal by Licensee. If the Licensee does not respond giving acceptance within 15 days from the date of issue of such proposal it would be deemed that the Licensee is not interested in

the said proposal and the licensor (DMRC) will be free to market the same. The licensee hereby agrees voluntarily and unequivocally to this mechanism and further agrees voluntarily not to seek any claim, compensation, damages or any other consideration whatsoever on this account.

40 Day to day Management:

All issues with regard to day to day administration/ management, including collection of dues, billing, imposition of fines, waiver, conciliation and arbitration, surrender and termination of agreement/contract including issue of no objection certificate and all other issues whatsoever connected with this agreement/ contract will be done by the office of General Manager (Operations).

41 NOTICES

Any notice under the terms of this License shall be in writing by registered post or delivered personally and signed by the party or his/their/its duly authorised representative giving such notice. All Notices/ correspondence post tendering and award, in writing will be addressed as follows:

If to DMRC at

DGM/Marketing

4th Floor,Property Development Cell (O&M)

Delhi Metro Rail Corporation Ltd.(Metro Bhawan)

Fire Brigade Lane,Barakhambha Road

New Delhi-110001

If to the Licensee, at Address given on page 1.

Schedule A: Availability of Advertising space in different type of trains

ANNEXURES

I. Advertisement Panel Layout.

II. Trailer Car Advertisement Panel layout.

III. M-Car Advertisement Panel Layout.

IV. DMRC Advertisement Plate.

V. Visual of hanger strap.

(The prospective applicants are advised to collect the above annexure from the office of the Dy. General Manager (Marketing), DMRC, in case the same is not clear from the uploaded versions.)

ANNEXURES - I

(Advertisement Panel Layout.)

ANNEXURES - II

(Trailer Car Advertisement Panel layout)

ANNEXURES - III

(M-Car Advertisement Panel Layout)

ANNEXURES - IV

(DMRC Advertisement Plate)

ANNEXURES - V

(Visual of hanger strap)

Schedule A: Availability of Advertising space in Trains

1.0 There are following types of cars in each train set

1.1 DT Car: The end cars of a train set are called DT cars. These cars have driver cab. Each DT car has 15 nos. of size 761 mm x 103 mm and 13 nos. of size 411 mm x 586mm.

1.2 M Car: These are middle cars without any driving cab. Each M car has 17 nos. of size 761 mm x 103 mm and 12 nos. of size 411 mm x 586mm.

2.0 On alternate straps inside train set, (approx. 176 Nos. in each 4-car train set, 264 Nos in each 6-car train set and 352 Nos in each 8-car train set)

3.0 The advertising space available inside 4-car and 6-car train sets of Line-2 are as below

Type of Train	Number of trains	Number of DT cars	Number of M Cars	Adverting space (sqm)
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4-Car	37	2	2	17.06
6-Car	46	2	4	25.5
8- car	-	2	6	33.95

4.0 The license fee for a 4-car train will be charged for 17.06 sqm space and 176 straps or actual area of advertising, whichever is higher. The license fee for a 6-car train will be charged for 25.5 sqm space and 264 straps or actual area of advertising, whichever is higher. The license fee for a 8-car train will be charged for 33.95 sqm space and 352 straps or actual area of advertising, whichever is higher. The licensee will not make any claim/compensation for non-utilization of above mentioned minimum advertising space

5.0A total of 114 advertisement panels have been provided in each Train set of four(4) coaches. Out of 114 panels, sixty four(64) panels are of approximately 761 mm x 103 mm size each and 50 panels are of approximately 411 mm x 586 mm size each as indicated in Annexure-I. The locations inside DT-Car are given in Annexure-II and inside M-Car in Annexure-III. Annexure-IV gives a visual representation. A visual of inside train typical strap hangers is given in Annexure-V.

Draft Indicative License Agreement

This Agreement entered into at Delhi on this _____ 2010 between Delhi Metro Rail Corporation Limited (DMRC) incorporated under the companies act, 1956 having its registered office at Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi-110001 (India), hereinafter referred to as the '**Licensor**' (which expression shall unless repugnant to the context mean and include it's successors and assigns) of the **First Party**.

AND

----- hereinafter referred to as '**Licensee**' which expression shall unless repugnant to the context or meaning thereof include the successors and assigns of the **Second Party**.

WHEREAS

- A) DMRC with a view to part finance its project through Commercial Advertisements has invited Tender Form for licensing out advertising rights inside 50 Broad Gauge (RS-2) train sets, during the tenure of this agreement including on alternate straphangers inside each of the train sets.
- B) DMRC has agreed to provide the LICENSEE pre designed panels inside the train sets of Line-2 during the tenure of this agreement, hereinafter referred to as advertisement spaces, as mentioned below on the terms and conditions hereunder contained.

NOW THEREOF THIS AGREEMENT WITNESSTH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS

1. The following documents shall be deemed to form part and be read and construed as part of this agreement, namely
 - a. Tender Form
 - b. Letter of Acceptance No. DMRC/PD-O&M/INSIDE TRAINS/L-1/2009 dated 23.07.2009.
 - c. General Terms and Conditions.
2. DMRC hereby agrees to provide **pre designed panels on alternate strap hangers** inside the 50 Broad Gauge (RS-2) train sets of Line-2 during the tenure of this agreement, hereinafter referred to as 'Advertisement Spaces' solely for the purpose of carrying out the business of placement of advertisements hereto referred to as 'the said business' as follows:

The successful tenderer (herein after called Licensee) will be given advertising rights for exhibiting commercial advertisements inside 50 trains. Out of 50 trains, 33 trains are of 4-cars (2DT cars + 2M cars) each and 17 trains are of 6-cars (2DT cars + 4 M cars) each. The number of cars in each train may be increased to eight cars (2DT cars + 6M cars) at any time during the contract period. The License fee will be increased in proportion to increase of advertising space available. The advertising space available in each type of car (DT &M), 4-car train, 6-car train and 8-car train is as per Schedule A. The lot consisting of Fifty(50) train sets of Line-2 is offered for licensing of inside train advertisement rights including on alternate strap hangers, for placement of advertisements, where existing strap hangers are already available the same may be used. The licensee may manufacture and install strap hangers, as per DMRC specifications and after prior approval of DMRC. The maximum number of strap hangers permitted in a inside each train set of 4 cars, 6 cars and 8 car are 176 , 264 and 352 respectively only . **A total of 114 advertisement panels have been provided in each Train set of four(4) coaches. Out of 114 panels, sixty four(64) panels are of approximately 761 mm x 103 mm size each and 50 panels are of approximately 411 mm x 586 mm size each as indicated in Annexure-I. The locations inside DT-Car are given in Annexure-II and**

inside M-Car in Annexure-III. Annexure-IV gives a visual representation. A visual of inside train typical strap hangers is given in Annexure-V. All the panels are non-backlit; all panels and all strap hangers where available will be given on "as is where is basis", and all applicants/tenderers are required to satisfy themselves regarding the suitability of the advertisement panels and strap hangers for their business. DMRC shall not entertain any claims, damages, compensation or any other consideration whatsoever on this account. These Fifty trains will be introduced over a period of time on different lines (existing as well as upcoming lines). All these Fifty trains will be Broad Gauge.

The predesigned panels in each type of car are as follows:-

A. Inside panels provided in each DT-Car: 15 nos. of size 761 mm x 103 mm and 13 nos. of size 411 mm x 586mm.

B. Inside panels provided in each M-Car : 17 nos. of size 761 mm x 103 mm and 12 nos. of size 411 mm x 586mm.

C. On alternate straps inside train set, (approx. 176 Nos. in each 4-car train set, 264 Nos in each 6-car train set and 352 Nos in each 8-car train set) where available, and where not available the same may be manufactured and placed as per DMRC design and manufacturing specifications after prior approval of DMRC O&M authority.

3. The licensee has perused the terms and conditions governing the tender for letting out advertisements rights inside **50 train sets of Line-2** and strap hangers inside the said train sets of Line-2 and hereby agree to abide by the said conditions. Licensee hereby also agree to keep this tender open for acceptance for a period of 180 days from the date of opening of tender and in default hereof, Licensee will be liable for forfeiture of his/their earnest money.
4. Licensee shall submit the media to be inserted in the advertising panels and strap hangers provided inside the trains, for DMRC's approval within 7 (Seven) days after receipt of acceptance letter. DMRC reserves the right to reject any of the said submissions. Where no strap hangers are provided with advertisement facility, the same may be manufactured and installed by the licensee as per specifications of DMRC and after prior written approval of DMRC O&M's authorised representative.

DMRC reserves the right to reject any design submission.

5. Licensee shall be charged License fee for full advertising space (as per the advertising space in Schedule A) in the trains which have been handed over to the licensee, irrespective of actual advertising space being utilized by the licensee. If licensee fails to take over the trains within 7 days from the date of issue of taking

over notice by DMRC, these trains will be deemed handed over to the licensee and licence will commence from 7 days after issue of taking over notice by DMRC.

6. The licensee will maintain the advertising spaces in good condition

8. That the Licensee hereby covenants as follows: -

8.1 I/We shall pay to DMRC

8.2 Fixed annual license fee (For first year) as

A) Inside Each Train Set of 4-cars .

In figures; Rs _____ per annum.

In words; _____

(Excluding service tax as applicable.)

Inside Each Train Set of 6-cars .

In figures; Rs _____ per annum.

In words; _____

(Excluding service tax as applicable.)

B) CALCULATION OF ANNUAL VALUE OF TENDER (33 4-car trains and 17 6-car trains sets per annum):

Annual value of Tender = 33 x annual license fee for 4-car trains + 17 x annual license fee for 6-car trains

In figures; Rs. _____ only per annum

In words; _____

(Excluding service tax as applicable.)

NOTE:

- I. The first quarterly license fee for the trains which are operational at the time of award of contract will have to be paid, within 7 (Seven) days of the date of issue of letter of acceptance.
- II. The earnest money deposit of the successful tenderer will be adjusted against the refundable Interest free security deposit equivalent to 3 (three) months license fee for the trains which are operational at the time of award of contract. This amount will only be refunded after completion of the full term of the license period.
- III. The License period for the whole lot of 50 train sets of Line-2 will start from the date of hand over of the first train set or 7 days after date of issue of taking over notice of the first train set, whichever is earlier.

- IV. The License fee for subsequent years will be increased from this date for all trains, irrespective of the dates from which other train sets of Line-2 have been handed over.
- V. The license fees for the individual train sets of Line-2 will be initiated from the date of handing over of the train set or 7 days after date of issue of taking over notice of the first train set, whichever is earlier.
9. **The Earnest money of Rs. 2500000/-** (Rupees Twenty five lakhs only/-) has been given along with the tender. This amount for the successful tenderer will be adjusted against the interest free refundable security deposit equivalent to 3 (three) months license fee. This amount shall be refundable only on completion of the full term of the agreement i.e. three years. The refundable interest free security deposit will be scaled up by 5% for each completed year on compounding basis.
10. The licensee enclosed a demand draft No _____ dated _____ drawn
On _____ for Rs. 2500000 only/- (in words; Rupees Twenty five lakhs only) towards earnest money drawn in favor of — "DMRC Ltd." (Drafts should be made in favor of —"DMRC Ltd.").
11. Payment of stamp duty on agreement, if any, to be executed in pursuance of this tender will be borne by licensee.
12. Taxes/Municipal Taxes if any shall be solely borne by licensee. Service tax as applicable from time to time will also be paid by licensee.
13. The licensee will not ask for any claim or compensation from DMRC if advertisements inside each or some of the train sets, strap hangers are not permitted due to local laws/civil authorities. The maintenance of all advertisement inserts will be borne by licensee.
14. Once, the train set is commissioned and handed over, licensee shall continue to make payment of license fees and all dues, even if the train set is detained (not operating) for repair or upkeep etc. Licensee shall not ask for any claim, damages, compensation or any other consideration whatsoever from DMRC on this account.
15. The licensee confirms that he/she/they have seen the inside train panels and strap hangers locations and fully understand and comprehend the technical requirements of the advertisement insert media. Licensee is also fully satisfied as to the business viability of licensing the advertisement panels and strap hangers and shall not claim any compensation, dues or any other consideration whatsoever on this account.
16. The licensee will abide by all terms & conditions and other clauses mentioned in this tender document, which is attached duly signed on each page as token of his/their voluntary and unequivocal acceptance.
17. The licensee also understands that addendums modification, corrections if any, may or may not be reflected in the document placed in the web site. Licensee hereby agrees to seek clarification on the same before submission of the tender. Licensee agrees not to seek any claim, damages, compensation or any other consideration in case such changes are made and are not reflected in the downloaded document. Licensee agrees to sign the formal agreement within three working days from the

date of making all payments or on date as indicated by the authorised representative of DMRC, failing which DMRC may deem that Licensee is/ are not interested in the offer and forfeit all payments made, in favour of DMRC. Licensee 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.

- 18 The licensee will collect the annexure documents (plans) free of cost if required from the office of the DGM/Marketing (DMRC) and include the same with the downloaded document, while submission of the tender.
- 19 Where the document has been downloaded, the Applicant undertakes not to tamper/ alter/ correct/ modify the document in any manner whatsoever. DMRC will reject the tender outright in case it is found at any time that the tender document has been tampered/ modified/ altered in any manner. DMRC reserves the right to cancel the agreement, forfeiting all amounts in case of successful tenderer 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 bid/ terminate the agreement, at any time it is found that the downloaded bid document has been tampered/ altered/ modified or even corrected.
- 20 50 Broad gauge (RS-2) trains will be inducted on different lines of DMRC over a period of around one year. The RS-2 trains which are operational at the time of award of contract will be considered as one lot and will be handed over to the licensee after award of contract. For the trains which will be inducted subsequently (after award of contract), DMRC will serve a seven days taking over notice to the licensee to take over these trains. The Licensee will have to deposit advance six monthly license fee and security deposit equivalent to 3 months license fee within 5 days of issue of taking over notice. The licensee will have to take over these trains within 7 days from the date of issue of taking over notice or these trains would be deemed to be handed over from 7 days after date of issue of taking over notice.
- 21 The licensee agrees to submit additional interest free security deposit and license fees on prorata basis as and when additional train sets of Line-2 are commissioned by DMRC and handed over to the licensee. The licensee agrees unequivocally to take up all the additional train sets. Failure to take up additional train sets of Line-2 by the licensee will be treated as a breach of agreement and will lead to forfeiture of license fees and interest free security deposit in favour of DMRC (Licensor).

Signature_____

Name of the Authorized Signatory

With rubber stamp

Address:_____

Tel.No: _____

Place: _____

Dated: _____

Schedule A: Availability of Advertising space in Trains

6.0 There are following types of cars in each train set

6.1 DT Car: The end cars of a train set are called DT cars. These cars have driver cab. Each DT car has 15 nos. of size 761 mm x 103 mm and 13 nos. of size 411 mm x 586mm.

6.2 M Car: These are middle cars without any driving cab. Each M car has 17 nos. of size 761 mm x 103 mm and 12 nos. of size 411 mm x 586mm.

7.0 On alternate straps inside train set, (approx. 176 Nos. in each 4-car train set, 264 Nos in each 6-car train set and 352 Nos in each 8-car train set)

8.0 The advertising space available inside 4-car and 6-car train sets of Line-2 are as below (PER TRAIN)

Type of Train	Number of trains	Number of DT cars	Number of M Cars	Advertising space (sqm)
4-Car	33	2	2	17.06
6-Car	17	2	4	25.5
8- car	-	2	6	33.95

9.0 The license fee for a 4-car train will be charged for 17.06 sqm space and 176 straps or actual area of advertising, whichever is higher. The license fee for a

-car train will be charged for 25.5 sqm space and 264 straps or actual area of advertising, whichever is higher. The license fee for a 8-car train will be charged for 33.95 sqm space and 352 straps or actual area of advertising, whichever is higher. The licensee will not make any claim/compensation for non-utilization of above mentioned minimum advertising space

10.0A total of 114 advertisement panels have been provided in each Train set of four(4) coaches. Out of 114 panels, sixty four(64) panels are of approximately 761 mm x 103 mm size each and 50 panels are of approximately 411 mm x 586 mm size each as indicated in Annexure-I. The locations inside DT-Car are given in Annexure-II and inside M-Car in Annexure-III. Annexure-IV gives a visual representation. A visual of inside train typical strap hangers is given in Annexure-V.