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**Tender Application Form Licensing out Advertisement Rights inside thirty one (31) Rotem train sets on Dwarka to Noida City Centre & Anand Vihar to Yamuna Bank Line of DMRC.**  
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Delhi Metro Rail Corporation Ltd.  
**DELHI METRO RAIL CORPORATION LTD.**  
**TENDER FOR ADVERTISING RIGHTS INSIDE**  
**Thirty one (31) Rotem TRAIN SETS.**

**Joint GM/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. 21,000/- (Rs. 20000/- + 5% DVAT)***

**TENDER DOCUMENT**

Tender Application Form for Licensing out Advertisement Rights inside thirty one (31) Rotem train sets of DMRC.

Cost of Document Rs.21000/- (Rs.20000+5%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,

**Joint GM/Marketing**  
**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  
Thirty one (31) Rotem TRAIN SETS of DMRC.**

1.0 I/We understand

This tender is for advertising rights inside 31 Rotem train sets of DMRC. All the 31 trains are of 4-cars (2DT cars + 2M cars) each; the number of cars per train may however increase to 6 cars per train in future. The License fee will be increased in proportion to increase of advertising space available. The advertising space available in each car (DT & M) of 4-car train is as per Schedule A. The lot consisting of thirty-one (31) train sets 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 inside each train set of 4 cars are 86 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 thirty-one (31) trains will be operated on Dwarka to Noida City Centre & Anand Vihar to Yamuna Bank line. All these thirty-one trains are Broad Gauge.

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

A. Inside panels provided in each DT-Car:

**13 panels of size 520 mm x 210 mm.**

B. Inside panels provided in each M-Car:

**14 panels of size 520 mm x 210 mm.**

C. On alternate straps hangers inside train set, (approx. 86 Nos. in each 4-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 **31 train sets** and strap hangers inside the said train sets 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 15 (fifteen) 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 authorized representative. DMRC reserves the right to reject any design submission.

- 4.0 I/We understand that these thirty-one (31) trains will be operated on Dwarka-Noida City Centre & Anand Vihar to Yamuna Bank line of DMRC and the license fee for a train will start from the date of handover of train or after 7 days (If letter is issued on 1<sup>st</sup> December 2010, then license fee will charged from 8<sup>th</sup> December onwards) of the date of issue of handover notice by DMRC, whichever is earlier.

The license fee will be charged for the maximum number of trains in revenue operation on a particular day (full day or part thereof) of the month. For clearance of doubt, if there are 30 trains handed over to the licensee for advertising and DMRC used maximum 25 trains for revenue operations at any time on January-1, 2011, thereafter, 2 trains have been withdrawn from revenue service as per the time table in force or due to technical reasons or otherwise, the license fee will be charged for all 25 trains on Jan-1, 2011. It is further clarified that the license fee will be charged for full day even if certain trains are available for part of the day only.

The licensee will submit a monthly report of maximum number of trains being utilized for revenue operations date wise as per the performa attached as Annexure-A and submit a claim of adjustment of license fee on account of non-availability of trains for revenue operations. DMRC after verifying the claim from its own record will make adjustment, if required. In case of any dispute between the claim submitted by the licensee and the DMRC's records, the decision will be taken as per DMRC's record, which will be final and binding on the licensee. No Claim/Compensation from the licensee will be entertained on account of difference in the figures submitted by the licensee and that of DMRC.

- 5.0 I/We shall be charged License fee for a minimum of 54 panels and 86 strap hangers per train in a 4-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.

The license fee will be charged for the maximum number of trains in revenue operation on a particular day (full day or part thereof) of the month. For clearance of doubt, if there are 30 trains handed over to the licensee for advertising and DMRC used maximum 25 trains for revenue operations at any time on January-1, 2011, thereafter, 2 trains have been withdrawn from revenue service as per the time table in force or due to technical reasons or otherwise, the license fee will be charged for all 25 trains on Jan-1, 2011. It is further clarified that the license fee will be charged for full day even if certain trains are available for part of the day only.

The licensee will submit a monthly report of maximum number of trains being utilized for revenue operations date wise as per the performa attached as Annexure-A and submit a claim of adjustment of license fee on account of non-availability of trains for revenue operations. DMRC after verifying the

claim from its own record will make adjustment, if required. In case of any dispute between the claim submitted by the licensee and the DMRC's records.

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 (in figures)  
Rs.-----per Sqm  
per month (in words)  
(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 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 6 (Six) months license fee (Three months License Fee in the form of Demand Draft & three months license fee in the form of Bank Guarantee) 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 six months license fee (Three months License Fee in the form of Demand Draft & three months license fee in the form of Bank Guarantee) 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 Three (03) months for these 10 train sets and security deposit equivalent to 6 (Six) months license fee (Three months License Fee in the form of Demand Draft & three months license fee in the form of Bank Guarantee) 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 Three (03) months for these 15 new trains and security deposit equivalent to 6 (Six) months license fee (Three months License Fee in the form of Demand Draft & three months license fee in the form of Bank Guarantee) for these 15 trains, within 5 days of issue of taking over notice. Non-payment of advance license fee and security deposit 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 31 train sets will start from the date of hand over of the first train set or after seven (7) days ( If letter is issued on 1<sup>st</sup> December 2010, then license fee will charged from 8<sup>th</sup> December onwards) of 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 have been handed over.

- V. The license fees for the individual train sets which will be inducted after award of contract will be initiated after seven (7) days (If letter is issued on 1<sup>st</sup> December 2010, then license fee will charged from 8<sup>th</sup> December onwards) of the 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.5, 00,000/- (Rupees 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 6 (Six) months license fee. (Three months License Fee in the form of Demand Draft & three months license fee in the form of Bank Guarantee). 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 after seven days (If letter is issued on 1<sup>st</sup> December 2010, then license fee will charged from 8<sup>th</sup> December onwards) of 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.
- 8.0 I/We enclose a demand draft No.....dated..... drawn On.....for **Rs. 5,00,000 only/- (in words; Rupees 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.)
- 9.0 Payment of stamp duty on agreement, if any, to be executed in pursuance of this tender will be borne by us.
- 10.0 I/We hereby agrees 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.
- 11.0 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.
- 12.0** 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. The license fee will be charged for the maximum number of trains in revenue operation on a particular day (full day or part thereof) of the month. For clearance of doubt, if there are 30 trains handed over to the licensee for advertising and DMRC used maximum 25 trains for revenue operations at any time on January-1, 2011, thereafter, 2 trains have been withdrawn from revenue service as per the time table in force or due to technical reasons or otherwise, the license fee will be charged for all 25 trains on Jan-1, 2011. It is further clarified that the license fee will be charged for full day even if certain trains are available for part of the day only.
- The licensee will submit a monthly report of maximum number of trains being utilized for revenue operations date wise as per the performa attached as Annexure-A and submit a claim of adjustment of license fee on account of non-availability of trains for revenue operations. DMRC after verifying the claim from its own record will make adjustment, if required. In case of any dispute between the claim submitted by the licensee and the DMRC’s records.

- 13.0 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.
- 14.0 I/We 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.
- 15.0 I/We have down loaded this document from DMRC website. I/We enclose the non-refundable cost of **Rs.21,000/- (Rs.20,000 + 5% 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.21,000/- (Rs.20,000 + 5% DVAT). (Payment is to be made only vide draft on any Scheduled Commercial Bank in favour of – "DMRC Ltd.")

- 16.0 I/We also understands that addendums modification, corrections if any, may or may not be reflected in the document placed on 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.
- 17.0 I/we shall collect the annexure documents (plans) free of cost if required from the office of the JGM/Marketing (DMRC) and include the same with the downloaded document, while submission of the tender.
- 18.0 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.
- 19.0 I /we understand that the set of trains which are **operating at the time of award of contract out of** thirty-one (31) 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 (If letter is issued on 1<sup>st</sup> December 2010, then license fee will charged from 8<sup>th</sup> December onwards) of 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 have been handed over. The license fees for the individual train sets will commence after 7 days (If

letter is issued on 1<sup>st</sup> December 2010, then license fee will charged from 8<sup>th</sup> December onwards) of the date of issue of notice for taking over or handover of the train set, whichever is earlier.

- 20.0 Presently the train are of 4 cars but in future the number of cars may increase to 6 car per train. I/we agrees to submit additional interest free security deposit and license fees on pro-rata basis as and when additional train sets are commissioned by DMRC or car sets are increased 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 or additional cars 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. 5

**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. 65.1 Kms which is fully operational. The phase II of DMRC consisting of approx 128 Kms is also operational. 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 and on alternate straphangers inside the train sets. DMRC intends to give advertising rights for a lot of 31 trains (Broad Gauge).

## **TERMS AND CONDITIONS**

- 1 The successful tenderer (herein after called Licensee) will be given advertising rights for exhibiting commercial advertisements inside 31 trains. All the 31 trains are of 4-cars (2DT cars + 2M cars) each. 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 is as per Schedule A. The lot consisting of thirty-one (31) train sets is offered for licensing of inside train advertisement rights including on alternate straphangers, for placement of advertisements, where existing straphangers 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 straphangers permitted in a inside each train set of 4 cars are 86 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 thirty-one trains will be operated on Dwarka-Noida City Centre & Anand Vihar to Yamuna Bank line. All these thirty-one trains will be Broad Gauge.

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

A. Inside panels provided in each DT-Car: 13 panels of size 520 mm x 210 mm each.

B. Inside panels provided in each M-Car : 14 panels of size 520 mm x 210 mm each.

C. On alternate straps inside train set, (approx. 86 Nos. in each 4-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.

The advertising space available inside 4-car train sets is as below

Type of Train	Number of trains	Number of DT cars	Number of M Cars	Adverting space in Sqm/Per Train
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4-Car	31	2	2	5.89 Sqm
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Presently the trains are of 4 cars but in future the number of cars per train may increase to 6 car/train.

\*DMRC reserves the right to use 15% of the total advertising space for its own use such as passenger information, awareness etc.

- 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 of 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) Dishonor of drafts and Cheque given by Licensee.
  - h) Not following safety and security norms as may be indicated by authorised representative of DMRC O&M Department.
- 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 Jt. 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 JGM/Mktg. 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 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 out rightly 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 Jt. General Manager/Mktg. and the licensee is required to take necessary permissions in this regard from the office of JGM/Mktg.
- 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/ judgment 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.20, 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 JGM/Mktg., 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 31 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 Jt. General Manager/Mktg. 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**

Contract will be considered for a period of three years. The contract will commence from the date of hand over of first train or after 7 days (If letter is issued on 1<sup>st</sup> December 2010, then license fee will charged from 8<sup>th</sup> December onwards) of the issue of taking over notice for first train by DMRC, whichever is earlier . DMRC Admin. 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.

24 **EARNEST MONEY**

Tender will have to be submitted along with a Demand Draft of **Rs. 5,00,000** /- (**Rupees 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 6 (Six) months license fee (Three months License Fee in the form of Demand Draft & three months license fee in the form of Bank Guarantee) for the trains that are operational at the time of award of contract.

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#### **SECURITY DEPOSITS**

The Licensee will submit **within 7 (Seven) days** of issue of the letter of acceptance an amount **equivalent to 6 (Six) months license fee (Three months License Fee in the form of Demand Draft & three months license fee in the form of Bank Guarantee) 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 6 (Six) Months (Three months License Fee in the form of Demand Draft & three months license fee in the form of Bank Guarantee) 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 6 months license fee (Three months License Fee in the form of Demand Draft & three months license fee in the form of Bank Guarantee) (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 and security deposit equivalent of 6 months license fee (Three months License Fee in the form of Demand Draft & three months license fee in the form of Bank Guarantee) 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 6 months license fee Three months License Fee in the form of Demand Draft & three months license fee in the form of Bank Guarantee) for these 15 trains, within 5 days of issue of taking over notice. Non-payment of advance license fee and security deposit 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 after seven (7) days (If letter is issued on 1<sup>st</sup> December 2010, then license fee will charged from 8<sup>th</sup> December onwards) of 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.**

Presently the train are of 4 cars but in future the number of cars may increase to 6 car per train. I/we agrees to submit additional interest free security deposit and license fees on pro-rata basis as and when additional train sets are commissioned by DMRC or car sets are increased 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 or additional cars 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 after 7 days (If letter is issued on 1<sup>st</sup> December 2010, then license fee will be charged from 8<sup>th</sup> December onwards) of the 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 license fee will be charged for the maximum number of trains in revenue operation on a particular day (full day or part thereof) of the month. For clearance of doubt, if there are 30 trains handed over to the licensee for advertising and DMRC used maximum 25 trains for revenue operations at any time on January-1, 2011, thereafter, 2 trains have been withdrawn from revenue service as per the time table in force or due to technical reasons or otherwise, the license fee will be charged for all 25 trains on Jan-1, 2011. It is further clarified that the license fee will be charged for full day even if certain trains are available for part of the day only.

The licensee will submit a monthly report of maximum number of trains being utilized for revenue operations date wise as per the performa attached as Annexure-A and submit a claim of adjustment of license fee on account of non-availability of trains for revenue operations. DMRC after verifying the claim from its own record will make adjustment, if required. In case of any dispute between the claim submitted by the licensee and the DMRC's records.

**Please note that the adjustment of payment of license fee due to less no. of train set operated during previous quarter , shall be adjusted in next billing cycle.**

The annual escalation of license fee for all train sets will be done from the date of hand over or after 7 days (If letter is issued on 1<sup>st</sup> December 2010, then license fee will be charged from 8<sup>th</sup> December onwards) of 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 3 months license fee and security deposit equivalent to 6 months license fee (Three months License Fee in the form of Demand Draft & three months license fee in the form of Bank Guarantee) 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 full space may not be used for advertisement purposes for any reason whatsoever including clearance not given for advertisement by concerned local authorities.

The license fee will be charged for the maximum number of trains in revenue operation on a particular day (full day or part thereof) of the month. For clearance of doubt, if there are 30 trains handed over to the licensee for advertising and DMRC used maximum 25 trains for revenue operations at any time on January-1, 2011, thereafter, 2 trains have been withdrawn from revenue service as per the time table in force or due to technical reasons or otherwise, the license fee will be charged for all 25 trains on Jan-1, 2011. It is further clarified that the license fee will be charged for full day even if certain trains are available for part of the day only.

The licensee will submit a monthly report of maximum number of trains being utilized for revenue operations date wise as per the performa attached as Annexure-A and submit a claim of adjustment of license fee on account of non-availability of trains for revenue operations. DMRC after verifying the claim from its own record will make adjustment, if required. In case of any dispute between the claim submitted by the licensee and the DMRC's records.

- 30 For late payments by the licensee, interest at the rate of 15% 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 31 Broad Gauge train sets of DMRC**" should be put in the tender Box kept with JGM/Marketing in his office as per NIT (Addendums, if any) published on DMRC official website.

The address of Joint General Manager (Marketing) is:

**Joint GM/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) PAN No.
  - F) TAN 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, 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 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 judgment.

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 it's 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 train sets 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. 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 operating in Dwarka-Noida City Centre line. 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

**Joint GM/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 each train**

Type	of	Number	of	Number of DT	Number of M	Adverting space in
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Train	trains	cars	Cars	Sqm/Per Train
4-Car	31	2	2	5.89 Sqm

Presently the trains are of 4 cars but in future the number of cars per train may increase to 6 car/train.

## **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)

### **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**

M/s-----, having its Registered office at ----- 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 31 Rotem Broad Gauge 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 operating in DWARKA-NOIDA CITY CENTRE & ANAND VIHAR-YAMUNA BANK line during the tenure of this agreement, hereinafter referred to as advertisement spaces, as mentioned below on the terms and conditions hereunder contained.

**NOW THERE OF 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
  - c. General Terms and Conditions.

2. DMRC hereby agrees to provide **54 pre designed panels and 86 (Approx.) alternate strap hangers** inside each of the 31 Rotem Broad Gauge train sets 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 31 trains. All the 31 trains are of 4-cars (2DT cars + 2M cars) each. 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 is as per Schedule A. The lot consisting of Thirty-one (31) train sets is offered for licensing of inside train advertisement rights including on alternate straphangers, for placement of advertisements, where existing straphangers 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 straphangers permitted in a inside each train set of 4 cars are 86 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 thirty-one trains will be operated on DWARKA-NOIDA CITY CENTRE line. All these thirty-one trains will be of Broad Gauge.

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

- A. Inside panels provided in each DT-Car:

**13 panel of size 520 mm x 210 mm each.**

- B. Inside panels provided in each M-Car:

**14 panels of size 520 mm x 210 mm each.**

- C. On alternate straps inside train set, (approx. 86 Nos. in each 4-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 **31 train sets** and strap hangers inside the said train sets 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 15 (fifteen) 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 without assigning any reason.**

5. Licensee shall be charged License fee for full advertising space (as per the advertising space in Schedule A) in the trains that 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 after the date of issue of taking over notice by DMRC, these trains will be deemed handed over to the licensee and licence fee will commence from 7 days after issue of taking over notice by DMRC.
6. The licensee will maintain the advertising spaces in good condition.
7. That the Licensee hereby covenants as follows: -
  - 7.1 I/We shall pay to DMRC  
Monthly license fee per Sqm of advertising space in a train is  
**Rs \_\_\_\_\_ per Sqm per month (in figures)  
for first year.**  
  
**Rs.-----per  
Sqm per month (in words) for first year.**

i.e. Annual Licensee Fee of each Train Set of 4-cars for 1<sup>st</sup> Year (For area 5.89 Sqm)

In figures; Rs \_\_\_\_\_ per Year.  
In words; Rs. \_\_\_\_\_ per Year.  
(Excluding service tax as applicable.)

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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 6 (Six) months license fee (Three months License Fee in the form of Demand Draft & three months license fee in the form of Bank Guarantee) 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 31 train sets will start from the date of hand over of the first train set or 7 days after the date of issue of taking over notice of the first train set, whichever is earlier. (If letter is issued on 1<sup>st</sup> December 2010, then license fee will charged from 8<sup>th</sup> December onwards)
- 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 have been handed over.

- V. The license fees for the individual train sets 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. (If letter is issued on 1<sup>st</sup> December 2010, then license fee will charged from 8<sup>th</sup> December onwards).

The license fee will be charged for the maximum number of trains in revenue operation on a particular day (full day or part thereof) of the month. For clearance of doubt, if there are 30 trains handed over to the licensee for advertising and DMRC used maximum 25 trains for revenue operations at any time on January-1, 2011, thereafter, 2 trains have been withdrawn from revenue service as per the time table in force or due to technical reasons or otherwise, the license fee will be charged for all 25 trains on Jan-1, 2011. It is further clarified that the license fee will be charged for full day even if certain trains are available for part of the day only.

The licensee will submit a monthly report of maximum number of trains being utilized for revenue operations date wise as per the performa attached as Annexure-A and submit a claim of adjustment of license fee on account of non-availability of trains for revenue operations. DMRC after verifying the claim from its own record will make adjustment, if required. In case of any dispute between the claim submitted by the licensee and the DMRC's records.

8. **The Earnest money of Rs.5,00,000/-** (Rupees 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 6 (Six) months license fee (Three months License Fee in the form of Demand Draft & three months license fee in the form of Bank Guarantee). 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.
9. The licensee enclosed a demand draft No \_\_\_\_\_ dated \_\_\_\_\_ drawn On \_\_\_\_\_ for Rs. 5,00,000 only/- (in words; Rupees five lakhs only) towards earnest money drawn in favor of – "DMRC Ltd." (Drafts should be made in favor of –"DMRC Ltd.").
10. Payment of stamp duty on agreement, if any, to be executed in pursuance of this tender will borne by licensee.
11. 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.
12. 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.
13. 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.

The license fee will be charged for the maximum number of trains in revenue operation on a particular day (full day or part thereof) of the month. For clearance of doubt, if there are 30 trains handed over to the licensee for advertising and DMRC used maximum 25 trains for revenue operations at any time on January-1, 2011, thereafter, 2 trains have been withdrawn from revenue service as per the time table in force or due to technical reasons or otherwise, the license fee will be charged for all 25 trains on Jan-1, 2011. It is further clarified that the license fee will be charged for full day even if certain trains are available for part of the day only.

- The licensee will submit a monthly report of maximum number of trains being utilized for revenue operations date wise as per the performa attached as Annexure-A and submit a claim of adjustment of license fee on account of non-availability of trains for revenue operations. DMRC after verifying the claim from its own record will make adjustment, if required. In case of any dispute between the claim submitted by the licensee and the DMRC's records.
- 14 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.
- 15 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.
- 16 The licensee also understand that addendums modification, corrections if any, may or may not be reflected in the document placed in the web site will also be part of this tender.
- 17 The licensee will collect the annexure documents (plans) free of cost if required from the office of the JGM/Marketing (DMRC) and include the same with the downloaded document, while submission of the tender.
- 18 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.
- 19 The set of **Thirty-one (31)** trains operating at present will be treated as one lot. Any additional train set/s / Coaches introduced within the tenure of this agreement will also become part of this lot. The license period will start from the date of handover of the first train sets or after the 7 days ( If letter is issued on 1<sup>st</sup> December 2010, then license fee will charged from 8<sup>th</sup> December onwards) of notice issued 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 have been handed over. The license fees for the individual train sets will be initiated after the 7 days ( If letter is issued on 1<sup>st</sup> December 2010, then license fee will charged from 8<sup>th</sup> December onwards) of issue of notice for taking over or handover of the train set, whichever is earlier.

31 Broad gauge trains will be operated on DWARKA-NOIDA CITY CENTRE & ANAND VIHAR-YAMUNA BANK line of DMRC over a Contract period. 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 three-month license fee and security deposit equivalent to 6 months license fee (Three months License Fee in the form of Demand Draft & three months license fee in the form of Bank Guarantee) 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 after 7 days after ( If letter is issued on 1<sup>st</sup> December 2010, then license fee will charged from 8<sup>th</sup> December onwards) date of issue of taking over notice.
- 20 Presently the train is of 4 cars but in future the number of cars may increase to 6 car per train. I/we agrees to submit additional interest free security deposit and license fees on pro-rata basis as and when additional train sets are commissioned by DMRC or car sets are increased 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 or additional cars 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: \_\_\_\_\_

**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. 65.1 Kms which is fully operational. The phase II of DMRC consisting of approx 128 Kms is also operational. 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 and on alternate straphangers inside the train sets. DMRC intends to give advertising rights for a lot of 31 trains.

### **TERMS AND CONDITIONS**

1 The successful tenderer (herein after called Licensee) will be given advertising rights for exhibiting commercial advertisements inside 31 trains. All these 31 trains are of 4-cars (2DT cars + 2M cars) each. 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 is as per Schedule A. The lot consisting of Thirty-one (31) train sets 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 are 86 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 Thirty-one trains will be operated on DWARKA-NOIDA CITY CENTRE & ANAND VIHAR-YAMUNA BANK line. All these Thirty-one trains will be Broad Gauge.

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

- A. Inside panels provided in each DT-Car: 13 panel of size 520 mm x 210 mm each.
- B. Inside panels provided in each M-Car: 14 panels of size 520 mm x 210 mm each.
- C. On alternate straps inside train set, (approx. 86 Nos. in each 4-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.

The advertising space available inside each 4-car train sets are as below

Type of Train	Number of trains	Number of DT cars	Number of M Cars	Adverting space in Sqm/Per Train*
4-Car	31	2	2	<u>5.89 Sqm</u>

Presently the trains are of 4 cars but in future the number of cars per train may increase to 6 car/train.

\*DMRC reserves the right to use 15% of the total advertising space for its own use such as passenger information, awareness etc.

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 straphangers.
- i) Dishonour of drafts and Cheques given by Licensee.
- j) Not following safety and security norms as may be indicated by authorised representative of DMRC O&M Department.

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 Jt. 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 of JGM/Marketing 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 without assigning 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 out rightly 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 Jt. General Manager/Marketing and the licensee is required to take necessary permissions in this regard from the office of Jt. General Manager/Marketing.
- 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/ judgment 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 treat 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.20, 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 31 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**  
Contract 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 after the issue of taking over notice for first train by DMRC, whichever is earlier. DMRC Admin. 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 the 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.
- 24 **EARNEST MONEY**  
Tender Document will have to be submitted along with a Demand Draft of **Rs. 5,00,000 /- (Rupees 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 The earnest money of the successful tenderer will be adjusted against the interest free security deposit equivalent to 6 (Six) months license fee for the trains that 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 6 (Six) months license fee (Three months License Fee in the form of Demand Draft & three months license fee in the form of Bank Guarantee)** for **the trains operational at the time of award of contract as interest free security deposit**. For trains which would be handed over subsequently the licensee will have to deposit security amount equivalent to Six 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 and security deposit of 6 months license fee (Three months License Fee in the form of Demand Draft & three months license fee in the form of Bank Guarantee) 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 6 months license fee (Three months License Fee in the form of Demand Draft & three months license fee in the form of Bank Guarantee) for these 15 trains, within 5 days of issue of taking over notice. Non-payment of advance license fee and security deposit 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 after 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.**

Presently the train is of 4 cars but in future the number of cars may increase to 6 car per train. I/we agrees to submit additional interest free security deposit and license fees on pro-rata basis as and when additional train sets are commissioned by DMRC or car sets are increased 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 or additional cars 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 straphangers will vest with the 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 panels/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 after the 7 days (If letter is issued on 1<sup>st</sup> December 2010, then license fee will charged from 8<sup>th</sup> December onwards) of notice for take over, which ever 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 license fee will be charged for the maximum number of trains in revenue operation on a particular day (full day or part thereof) of the month. For clearance of doubt, if there are 30 trains handed over to the licensee for advertising and DMRC used maximum 25 trains for revenue operations at any time on January-1, 2011, thereafter, 2 trains have been withdrawn from revenue service as per the time table in force or due to technical reasons or otherwise, the license fee will be charged for all 25 trains on Jan-1, 2011. It is further clarified that the license fee will be charged for full day even if certain trains are available for part of the day only.

The licensee will submit a monthly report of maximum number of trains being utilized for revenue operations date wise as per the performa attached as Annexure-A and submit a claim of adjustment of license fee on account of non-availability of trains for revenue operations. DMRC after verifying the claim from its own record will make adjustment, if required. In case of any dispute between the claim submitted by the licensee and the DMRC's records.

**Please note that the adjustment of payment of license fee due to less no. of train set (if any) operated during previous quarter , shall be adjusted in next billing cycle.**

**The annual escalation of license fee for all train sets will be done from the date of hand over or after 7 days (If letter is issued on 1<sup>st</sup> December 2010, then license fee will charged from 8<sup>th</sup> December onwards) 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 3 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 full space may not be used for advertisement purposes for 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 (If letter is issued on 1<sup>st</sup> December 2010, then license fee will charged from 8<sup>th</sup> December onwards) of the issue notice for take over is issued, which ever is earlier.**

The license fee will be charged for the maximum number of trains in revenue operation on a particular day (full day or part thereof) of the month. For clearance of doubt, if there are 30 trains handed over to the licensee for advertising and DMRC used maximum 25 trains for revenue operations at any

time on January-1, 2011, thereafter, 2 trains have been withdrawn from revenue service as per the time table in force or due to technical reasons or otherwise, the license fee will be charged for all 25 trains on Jan-1, 2011. It is further clarified that the license fee will be charged for full day even if certain trains are available for part of the day only.

The licensee will submit a monthly report of maximum number of trains being utilized for revenue operations date wise as per the performa attached as Annexure-A and submit a claim of adjustment of license fee on account of non-availability of trains for revenue operations. DMRC after verifying the claim from its own record will make adjustment, if required. In case of any dispute between the claim submitted by the licensee and the DMRC's records.

30 For late payments by the licensee, interest at the rate of 15% 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 **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, 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 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 judgment.

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.

32 **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.

### **32.1 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.

### **32.2 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.

### **32.3 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.

33 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.

34 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.

35 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 it's choosing and no claims, damages or compensation whatsoever will be considered.

36 **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.**

The license fee will be charged for the maximum number of trains in revenue operation on a particular day (full day or part thereof) of the month. For clearance of doubt, if there are 30 trains handed over to the licensee for advertising and DMRC used maximum 25 trains for revenue operations at any time on January-1, 2011, thereafter, 2 trains have been withdrawn from revenue service as per the time table in force or due to technical reasons or otherwise, the license fee will be charged for all 25 trains on Jan-1, 2011. It is further clarified that the license fee will be charged for full day even if certain trains are available for part of the day only.

The licensee will submit a monthly report of maximum number of trains being utilized for revenue operations date wise as per the performa attached as Annexure-A and submit a claim of adjustment of license fee on account of non-availability of trains for revenue operations. DMRC after verifying the claim from its own record will make adjustment, if required. In case of any dispute between the claim submitted by the licensee and the DMRC's records.

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 train sets and the security deposit and license fee will be charged on pro rata basis.

37 **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. 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 operating in DWARKA-NOIDA CITY CENTRE line. 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.

38 **Day to day Management:**



**DT Car:** The end cars of a train set are called DT cars. These cars have driver cab. Each DT car has 13 panels of size 520 mm x 210 mm each.

**M Car:** These are middle cars without any driving cab. Each M car has : 14 panels of size 520 mm x 210 mm each.

On alternate strap hangers inside train set, (approx. 86 Nos. in each 4-car train set)

2.0 The advertising space available inside 4-car train sets are as below

Type of Train	Number of trains	Number of DT cars	Number of M Cars	Adverting space in Sqm/Per Train*
4-Car	31	2	2	5.89 Sqm

Presently the trains are of 4 cars but in future the number of cars per train may increase to 6 car/train.

\*DMRC reserves the right to use 15% of the total advertising space for its own use such as passenger information, awareness etc.

The license fee for a 4-car train will be charged for 5.89 Sqm space and 86 straphangers 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.

#### **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 Joint 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)

Sl. No.	Date	No. of Trains put in for revenue services		
		4 Car Trains	6 Car Trains	Total
1	01.01.2011	25	1	26
2	02.01.2011	20	2	22
3	03.01.2011	23	2	25
4	04.01.2011	30	0	30
*****	*****	...	...	....

## Format For Bank Guarantee

(To be issued by a scheduled Commercial Bank (except Regional Rural Bank & Local Area Bank in India, acceptable to DMRC, 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 Bhavan, Fire Brigade Lane, Barakhamba Road, New Delhi-01, which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns;

WHEREAS:

1. DMRC intends to give permission for advertising rights inside 31 Rotem Trains sets of DMRC for payments specified in this agreement on LICENSE basis. (hereinafter referred to as the 'Project'). This LICENSE is for a period of 3 (Three) years from the date of commencement of license fee i.e. from the date of handover of train or after 7 days (If letter is issued on 1<sup>st</sup> December 2010, then license fee will charged from 8<sup>th</sup> December). DMRC had invited open tender for selection of LICENSEE through its tender notice dated .....
2. The bid submitted by the M/s \_\_\_\_\_ having its registered office at \_\_\_\_\_ accepted by DMRC.
3. As per the terms of the above-mentioned LICENSE Agreement, the LICENSEE is permitted for advertising rights inside 31 Rotem train sets of DMRC running on Line-3/4 for purposes specified in the LICENSE Agreement for the duration of the LICENSE Period.
4. The Licensee is required to make the payments to DMRC on quarterly basis for the trains from the date of taking over the train or after 7 days (If letter is issued on 1<sup>st</sup> December 2010, then license fee will charged from 8<sup>th</sup> December onwards) of the date of issue of takeover notice by DMRC, whichever is earlier.
- 4.1 Recurring payments on quarterly basis of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) for the trains to be handed over will be charged from the date of taking over the train or after 7 days (If letter is issued on 1<sup>st</sup> December 2010, then license fee will charged from 8<sup>th</sup> December onwards) of the date of issue of takeover notice by DMRC, whichever is earlier and payable within **5 (Five) days** of the receipt of the Letter of Acceptance/Taking Over Notice dated \_\_\_\_\_. The Recurring payment shall be escalated at the rate of 5% every year on compounding basis.
5. The LICENSEE shall also:

- \* bear and pay all expenses, costs and charges incurred in the fulfillment of all its obligations under this Agreement; and
  - \* not assign or create any lien or encumbrance on the LICENSE hereby granted or on the whole or any part of the Project Facility nor transfer, lease or part possession therewith save and except as expressly permitted by this Agreement.
6. The LICENSEE is required to furnish an unconditional irrevocable Bank Guarantee for an amount of **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)** for a sum equivalent to Three months License Fee of the trains to be handed over 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.
7. 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)** for the first year of the License Agreement.

NOW, THEREFORE, THIS BANK GUARANTEE WITNESSETH AS FOLLOWS:

1. The Guarantor, as primary obligor shall, without demur, pay to DMRC an amount not exceeding **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only)**, on the same working day of receipt of a written demand from DMRC, calling upon the Guarantor to pay the said amount and stating that the Performance Security Deposit provided by the LICENSEE has been forfeited.
2. The Guarantor agrees that DMRC shall be the sole judge to decide as to whether the LICENSEE has defaulted in the performance of its obligations as per the LICENSE Agreement, and the decision of DMRC in this regard shall be final and binding on the Guarantor, notwithstanding any differences in this regard between DMRC and the LICENSEE or any dispute pending before any Court, Tribunal Arbitrator or any other Authority.
3. Any such demand made on the Guarantor by DMRC shall be conclusive, absolute, final and binding on the Guarantor, and the amount due and payable by the Guarantor under this Guarantee will be 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 till the end of the LICENSE Period, or for such extended period as may be mutually agreed between DMRC and the LICENSEE, and shall continue to be enforceable till all amounts under this Guarantee are paid. The said Guarantee shall be released by DMRC after the expiry of the LICENSE Period subject to fulfillment of all handover requirements by the LICENSEE, payment of all dues to the satisfaction of DMRC and further subject to adjustment for all damages suffered by DMRC.
5. This Guarantee is unconditional and irrevocable till such time DMRC discharges this guarantee by issuing a letter to the Guarantor in this behalf.
6. The Guarantor undertakes to pay the amount mentioned herein as principal debtor and not a surety and it shall not be necessary for DMRC to proceed against the LICENSEE before proceeding against the Guarantor, notwithstanding the fact that DMRC may have obtained or obtains from the

- LICENSEE, any other security which at the time when proceedings are taken against the Guarantor hereunder, is outstanding and unrealized.
7. The obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the LICENSE Agreement or other documents or by extension of time of performance of any obligations granted to the LICENSEE or postponement / non-exercise / delayed exercise of any of its rights by DMRC against the LICENSEE or any indulgence shown by DMRC to the Concessionaire/LICENSEE, and, the Guarantor shall not be relieved from its obligations under this Bank Guarantee on account of any such variation, extension, postponement, non exercise, delayed exercise or omission on the part of DMRC or any indulgence by DMRC to the LICENSEE to give such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving the Guarantor.
  8. The Guarantee shall not be affected by any change in the constitution or winding up of the LICENSEE/ the Guarantor or any absorption, merger or amalgamation of the LICENSEE / the Guarantor with any other person.
  9. The Courts at Delhi shall have exclusive jurisdiction to adjudicate on any or all matter arising under this Guarantee.
  10. The Guarantor declares that it has power to issue this Guarantee and discharge the obligations contemplated herein and the undersigned is duly authorised to execute this Guarantee pursuant to the power granted under \_\_\_\_\_.

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

- (i) Our liability under this guarantee shall not exceed Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only).
- (ii) The Bank Guarantee Valid Upto \_\_\_\_\_.
- (iii) We are liable to pay the guaranteed amount or any part thereof under this guarantee, only and only if you serves upon us a written claim or demand on or before \_\_\_\_\_.

Signed and Delivered by \_\_\_\_\_ Bank by the hand of Mr. \_\_\_\_\_, its \_\_\_\_\_ and authorised Official.