

TENDER FORM No. _____

TENDER FOR

ADVERTISEMENT RIGHTS INSIDE

SIXTEEN (16) STATIONS, FOURTEEN (14)

IN INDERLOK – MUNDKA SECTION &

TWO (2) IN ASHOKA PARK – KIRTI NAGAR

SECTION INCLUDING TWO (2) OUTSIDE

STATIONS IN ASHOKA PARK– KIRTI NAGAR

SECTION OF MRTS PHASE-II.

TENDER DOCUMENT

**DELHI METRO RAIL CORPORATION LTD.
CHIEF ENGINEER (PROPERTY DEVELOPMENT),
2ND FLOOR, A WING, METRO BHAWAN,
FIRE BRIGADE LANE, BARAKHAMBA ROAD,
NEW DELHI-110001.
TELEFAX: 011-23418312**

TENDER DOCUMENT COST: `21000/- (20000+5%DVAT) NON REFUNDABLE.

DISCLAIMER

This Tender Application Form (TAF Document) for **“Advertisements rights inside Sixteen (16) Stations, Fourteen (14) in Inderlok – Mundka Section & Two (2) in Ashoka Park – Kirti Nagar section including Two (2) Outside stations in Ashoka Park – Kirti Nagar Section of MRTS Phase-II”** contains brief information about the Project, Requirements and the Selection process for successful applicant. The purpose of the TAF document is to provide applicants with information to assist the formulation of their bid application (the ‘application’).

The information (‘Information’) contained in this TAF Document or subsequently provided to interested parties [the ‘applicant(s)’], in writing by or on behalf of Delhi Metro Rail Corporation Ltd. (DMRC) is provided to Applicant (S) on the terms and conditions set out in the TAF Document and any other and conditions subject to which such information is provided.

This TAF document does not purport to contain all the information that each Applicant may require. This TAF Document has been prepared with a view to provide the relevant information about the project with DMRC and has not been prepared keeping in mind the investment objectives, financial situation and particular needs of each Applicant. DMRC advises each Applicant to conduct its own investigations and analysis and satisfy itself of the accuracy, reliability and completeness of the information of this TAF Document and to obtain independent advice from appropriate sources. DMRC, its employees and advisors make no representation or warranty and shall not be liable in any manner whatsoever to the accuracy; reliability or completeness of the information provided in this TAF Document and that the information provided hereunder is only to the best of the knowledge of DMRC.

Intimation of discrepancies in the TAF Document, if any, be given, by the Applicants, to the office of the DMRC immediately by the Applicants. If DMRC receives no written communication, it shall be deemed that the Applicants are satisfied with the information provided in the TAF document. In particular, DMRC shall not be responsible / liable for any latent or evident defect or character of the project including but not limiting to the following;

1. Electricity availability and provisions.
2. Site/s locations.
3. All statutory permissions from various authorities as per the Central/State Government norms.
4. All applicable rent, rates, duties, cess and taxes, if any.
5. All applicable statutory laws and provisions.
6. Technical and financial feasibility of the project.

Any character or requirement of the Project which may be deemed to be necessary by the applicant should be independently established and verified by the Applicant.

This TAF Document is not an agreement and is not an offer or invitation by DMRC to any other party. The terms on which the Project is to be developed and the right of the successful Applicant shall be as set out in separate agreement executed between DMRC and the successful Applicant broadly in the format setout herein.

DMRC reserves the rights to accept or reject any or all Applications without given any reasons thereof. DMRC will not entertain or be liable for any claim for costs and expenses in relation to the preparation of the documents to be submitted in terms of this TAF Document.

The tenderer/bidders who download the Tender Document are requested to get in touch with **Property Development Department, 2nd Floor, A wing, Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi-110001,Telefax: 011-23418312** of DMRC for all updates on the tender such as addendums, replies to queries, postponement of tender schedules etc or monitor the website for the same. No claims or compensation will be entertained on account of the bidder having not read/noticed the updates, etc.

TENDER FORM No. _____

Cost of Document: `21,000/- non refundable (Twenty One Thousand only inclusive of DVAT, vide a draft drawn on any scheduled commercial bank except Regional Rural Banks and Local Area banks, in favour of "DMRC Ltd"). If down loaded from the internet, please include the non refundable amount indicated above towards the cost of the document along with your submission. Down loaded submissions without the document cost will be rejected outright. No tampering /alteration or changing of the content is permissible.

**NAME OF PERSON / COMPANY TO WHOM
ISSUED:** _____

(Document not transferable)

1. Main Tender Document - including tender terms and conditions.
2. DRAFT LICENCE AGREEMENT- including terms and conditions (Annexure -1)
3. Terms and conditions for provision of electricity. (Annexure-II)
4. DRAFT FORAMT FOR BANK GUARANTEE (Annexure-III)

Issue of tenders from: **25th of November 2011.** (Only during official working days between 15.00 Hrs to 17.00 Hrs.)

Last date for sale of tenders: 15th of December 2011, 15.00 Hours.

Date of submission : 15th December 2011 before 16.00 Hrs.

Date of Opening : 15th December 2011, 16.30 Hrs.

Tender Box placed in the Meeting room of the 2nd Floor, A wing, Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi 110 001. Telefax: 011- 23418312.

This document, duly signed on all pages in acceptance of the terms and conditions contained therein should be placed in a single envelope along with the EMD money and other documents requested, and super scribed "**QUOTATIONS FOR LICENSING OUT ADVERTISING RIGHTS INSIDE SIXTEEN (16) STATIONS, FOURTEEN (14) IN INDERLOK – MUNDKA SECTION & TWO (2) IN ASHOKA PARK – KIRTI NAGAR SECTION INCLUDING TWO (2) OUTSIDE STATIONS IN ASHOKA PARK – KIRTI NAGAR SECTION OF MRTS PHASE-II**".

Please note that bids without EMD of `7,50,000/- (**Seven Lakhs and Fifty Thousand only**) would be summarily rejected.

The successful tenderer is requested to ensure the following to avoid cancellation of acceptance.

- Ensure payment of balance security deposit within **15** days of issue of letter of acceptance.
- Ensure payment of first advance license fees within **15** days of issue of letter of acceptance.
- Ensure payment of other dues such as electricity consumption deposit etc. as indicated in the letter of acceptance, within **15** days of issue of letter of acceptance.
- Ensure submission of location plans, wiring & routing plans, designs of media vehicle/panels, and their fixing structure as one lot within 30 days from the date of issue of letter of acceptance.
- Ensure that the agreement is formally signed at the earliest.

DELHI METRO RAIL CORPORATION LTD.

TENDER FORM NO.

NAME OF TENDERER _____

ADDRESS: _____

To
The Chief Engineer (Property Development),
Delhi Metro Rail Corporation Limited,
2nd Floor, A Wing, Metro Bhawan,
Fire Brigade Lane, Barakhamba Road,
New Delhi-110 001.

Dear Sir,

SUBJECT:- "TENDER FOR LETTING OUT ADVERTISEMENT RIGHTS INSIDE SIXTEEN (16) STATIONS, FOURTEEN (14) IN INDERLOK – MUNDKA SECTION & TWO (2) IN ASHOKA PARK – KIRTI NAGAR SECTION INCLUDING TWO (2) OUTSIDE STATIONS IN ASHOKA PARK – KIRTI NAGAR SECTION OF MRTS PHASE-II".

On bare & potential sites to be identified, media vehicles/s fabricated, installed and commissioned by the Licensee inside Sixteen (16) stations, Fourteen (14) in Inderlok - Mundka section & Two (2) in Ashoka Park – Kirti Nagar section including Two (2) outside stations in Ashoka Park – Kirti Nagar section of MRTS PH-II.

I/We undertake to give full compliance to Technical Parameters of MCD/NDMC Outdoor Advertising Policy, 2010 or any other prevailing applicable policy.

DMRC with a view to raise additional resources has permitted advertisements inside Sixteen (16) Stations, Fourteen (14) in Inderlok - Mundka section & Two (2) in Ashoka Park – Kirti Nagar section including Two (2) outside stations in Ashoka Park – Kirti Nagar section of MRTS PH-II. The station wise **tentative** details of advertising areas offered are provided in the table-1 below;

Table-1

STATION WISE DETAILS OF ADVERTISEMENT PANLES.			
S. N.	SIZE	Nos. (Approx.)	AREA IN (SQ.M)
1.	INDERLOK (ILOK) (STATION OF MRTS PH-II- Std. GAUGE SECTION)		200.00
	Bare sites to be identified, Media Vehicle to be fabricated, installed and commissioned by Licensee.		
2.	ASHOKA PARK MAIN (APMN)		200.00
	Bare sites to be identified, Media Vehicle to be fabricated, installed and commissioned by Licensee.		
3.	PUNJABI BAGH (PBGA)		200.00
	Bare sites to be identified, Media Vehicle to be fabricated, installed and commissioned by Licensee.		
4.	SHIVAJI PARK (SHVP)		200.00
	Bare sites to be identified, Media Vehicle to be fabricated, installed and commissioned by Licensee.		
5.	MADI PUR(MAPR)		200.00
	Bare sites to be identified, Media Vehicle to be fabricated, installed and commissioned by Licensee.		
6.	PASCHIM VIHAR EAST(PVE)		200.00
	Bare sites to be identified, Media Vehicle to be fabricated, installed and commissioned by Licensee.		
7.	PASCHIM VIHAR WEST (PVW)		200.00
	Bare sites to be identified, Media Vehicle to be fabricated, installed and commissioned by Licensee.		
8.	PEERAGARHI (PAGI)		

	Bare sites to be identified, Media Vehicle to be fabricated, installed and commissioned by Licensee.		200.00
9. UDYOG NAGAR (UNRG)			
	Bare sites to be identified, Media Vehicle to be fabricated, installed and commissioned by Licensee.		200.00
10. SURAJMAL STADIUM (SMSM)			
	Bare sites to be identified, Media Vehicle to be fabricated, installed and commissioned by Licensee.		200.00
11. NANGLOI (NNOI)			
	Bare sites to be identified, Media Vehicle to be fabricated, installed and commissioned by Licensee.		200.00
12 NANGLOI RAILWAY STATION (NRSN)			
	Bare sites to be identified, Media Vehicle to be fabricated, installed and commissioned by Licensee.		200.00
13 RAJDHANI PARK (RDPK)			
	Bare sites to be identified, Media Vehicle to be fabricated, installed and commissioned by Licensee.		200.00
14 MUNDKA (MUDK)			
	Bare sites to be identified, Media Vehicle to be fabricated, installed and commissioned by Licensee.		200.00
15 SATGURU RAM SINGH MARG (SRSM) (ASHOKA PARK – KIRTI NAGAR SECTION)			
	Bare sites to be identified, Media Vehicle to be fabricated, installed and commissioned by Licensee.		200.00
16 KIRTI NAGAR (KNR) (STATION OF MRTS PH-II- Std. GAUGE SECTION)			
	Bare sites to be identified, Media Vehicle to be fabricated, installed and commissioned by Licensee.		200.00
ON DMRC OUTSIDE/CIVIL STRUCTURE IN ASHOKA PARK –KIRTI NAGAR SECTION			
1 SATGURU RAM SINGH MARG (SRSM) (ASHOKA PAR – KIRTI NAGAR SECTION)			
	Potential sites to be identified, Media Vehicle to be fabricated, installed and commissioned by Licensee.		52.00
2 KIRTI NAGAR (KNR) (STATION OF MRTS PH-II- Std. GAUGE SECTION)			
	Potential sites to be identified, Media Vehicle to be fabricated, installed and commissioned by Licensee.		52.00
TOTAL AREA IN SQM			3304.00

- 1 I/We have perused the terms and conditions governing the tender for letting out advertisements rights on bare advertising sites to be identified by me/us, inside Sixteen (16) Stations, Fourteen (14) in Inderlok - Mundka & Two (2) in Ashoka Park – Kirti Nagar section and potential sites to be identified by me/us outside, Two (2) stations in Ashoka Park – Kirti Nagar section of MRTS Phase-II, and hereby agree to abide by the said terms and conditions.
- 2 I/We **agree to keep this tender open for acceptance for a period of 180 days** from the date of opening of tender and in default thereof, I/We will be liable for forfeiture of my/our earnest money.
- 3 I/We undertake to give full compliance to Technical Parameters of MCD/NDMC Outdoor Advertising Policy, 2010 or any other prevailing applicable policy.
- 4 **I/We shall indicate the locations for advertising panel/s, design of media vehicles including their structural plans, electrical and cable routing plans, the advertising panels/type of advertisements for these locations and submit all the plans of proposed panels, including its fixing arrangements for DMRC's approval within 30 days from date of issue of Letter of Acceptance for utilization of space up to 200 Sq.m per inside station and up to approximately 52 Sq.m per outside station totaling to 3304 Sq.m as one lot, giving full compliance to Technical Parameters of MCD/NDMC Outdoor Advertising Policy, 2010 or any other prevailing applicable policy.** If licensee submits plans in piece meal the license fee will commence 30 days from the date of 1st approval by DMRC and no claim in this regard will be entertained. DMRC reserves the right to reject any or all of the said submissions, without assigning any reasons whatsoever. DMRC has the right to indicate alternate locations. DMRC also has the right to ask the successful tenderer to re submit location plan, wiring & routing plans etc, for those locations, which are not approved by DMRC. The tenderer hereby agrees to comply with the directives of DMRC regarding alternative sites/locations, and designs as may be specified by DMRC. The licensee hereby agrees voluntarily and unequivocally to not seek any claim, compensation, damages or any other consideration whatsoever on this account. The licensee hereby agrees to **abide by the following specifications or equivalent for the design and fabrication of the advertisement panels.**
 - 4.1 Frame work –SS 304.

- 4.2 Backing sheet of G.I.
- 4.3 Internal cables of Fire Retardant Low Smoke type (FRLS).
- 4.4 TL tubes for back lighting/illumination with electronic ballast.
- 4.5 Polycarbonate sheet as cover of GE make or equivalent.
- 4.6 Advertising media to be made from Fire Retardant, Low Smoke, Zero Halogen material.

5 I/We shall be charged License fee as follows;

a) Inside Sixteen (16) Stations, Fourteen (14) in Inderlok – Mundka section & Two (2) in Ashoka Park – Kirti Nagar section – Bare Advertisement spaces up to 200 Sq.m per station and outside Two (2) stations in Ashoka Park – Kirti Nagar Section – Potential Advertisement space up to 52 Sq.m per station, to be identified by the Licensee and approved by DMRC is offered totaling to 3304 Sq.m.

b) **Commencement of Licensee fee;**

Case-1; If all plans & other details as detailed in clause 4 above are submitted in one lot within 30 days of issue of LOA, then license fee will commence 30 days from the approval (in part/full) of such plans & details by DMRC.

Case-2: If all plans & other details as detailed in clause 4 above are not submitted in **one lot** within 30 days of issue of LOA, then license fee will commence 30 days from the approval (in part/full) of such submissions by DMRC.

Case-3: If licensee fails in submitting plans & other details as detailed in clause 4 above within 30 days of issue of LOA, then license fee will commence on 60th day counted from the date of issue of LOA.

The Licensee fully comprehends and understands that no additional time would be given beyond 30 (Thirty) days from the date of approval by DMRC and the license fees for the total space (@ 200 Sq.m per inside station and @ 52 Sq.m per outside station is offered totaling to 3304 Sq.m) will be charged even if the sites are not utilized. The Licensee must ensure the fabrication, installation and commissioning of all the panels within 30 (Thirty) days from the date of approvals given to the first lot of plan submissions by DMRC. **The licensee voluntarily agrees not to seek any claim, compensation, damages or any other consideration whatsoever on any pretext whatsoever on account of his inability to fabricate, install and commission the advertisement panels.**

6 The **annual license fee (payable on half yearly basis, in advance)** quoted shall be for minimum advertisement area of 3304 Sq.m. (Three Thousand Three Hundred and Four Square Meters) as indicated in the table-I above even if not fully utilized. I/We will maintain all the advertisement inserts and advertisement panels installed and commissioned by me/us in a good condition.

7 **The overall license period will be Five (5) years, from commencement date of license.** If licensee submits plans in piece meal the license fee will commence 30 days from the date of 1st approval by DMRC and no claim in this regard will be entertained. The Licensee fees will be charged as indicated in clause 5 above. The Licensee agrees voluntarily and unequivocally not to seek any claim, compensation, damages, extension of agreement or any other consideration whatsoever on this account. **My/our offer towards Annual license fee** (license fee for **one (1)** year) as:

8 **I/We fully understand and comprehend that all panels constructed/fabricated, installed and commissioned by me/us in the Sixteen (16) Stations, Fourteen (14) in Inderlok - Mundka section & Two (2) in Ashoka Park – Kirti Nagar section including Two (2) outside stations in Ashoka Park – Kirti Nagar section of MRTS PH-II will become the sole property of DMRC at the end of the license period i.e. Five (5) years from commencement date of license or after premature termination because of any reason whatsoever.**

9 I/we furnish my/our quotation as follows: -

My/our offer towards Annual license fee (license fee for **one (1)** year) as:

In Indian `

A) **INSIDE Sixteen (16) Stations, 200 Sq.m per station and OUTSIDE Two (2) stations, 52 Sq.m per station is offered, totaling to 3304 Sq.m (Inside Fourteen (14) stations in Inderlok – Mundka section & Two (2) stations in Ashoka Park – Kirti Nagar section including Two (2) outside stations in Ashoka Park – Kirti Nangr section of MRTS PH-II).**

In figures; ` _____ only /- as Annual License fees.

In words;

`

_____ only / - as Annual License Fees.

- B) **Rate per Square meter per Annum:** The rate per square meter per Annum will be calculated as follows;

$$\text{Rate per Sq.m per Annum} = \frac{\text{Annual License Fees}}{\text{Total area i.e. 3304 S.qm.}}$$

Subject to compliance with all other requirements of this tender, the Rate per Sq.m per annum shall be a key component for evaluation of the tenders.

- Sq.m (Square meter)
- Per Annum means – per (1) one year.

C) **NOTE:**

- I. **Arithmetical errors will be rectified on the following basis.** If there is a **discrepancy between words and figures, the amount in words will prevail.** If the Tenderer does not accept the correction of errors, its tender will be rejected & earnest money will be forfeited.
 - II. The first half yearly license fee will have to be paid, within 15 (Fifteen) days of the award of license/ issue of letter of acceptance.
 - III. **Prospective tenderer/applicant/successful tenderer may note that all references to ‘Security deposit’ in this document and hereafter, will mean, refundable security deposit equivalent to one year license fees in the form of six months bank guarantee and six months cash deposit in the form of bank draft/pay order. The Bank guarantee shall be kept valid at all times during the currency of the license agreement. The security deposit will be escalated by 5% after every year on compounding basis. Accordingly the bank guarantee will also be enhanced along with the cash deposit by the successful tenderer/Licensee, every year. In case additional areas are approved and taken up by the licensee, then the security deposit will also be increased accordingly on pro rata basis, in bank guarantee as well as in cash deposit. The refundable security deposit will only be refunded upon successful completion of the full term of the licensee.**
 - IV. The earnest money deposit of the successful tenderer will be adjusted against the refundable interest free security deposit equivalent to one (1) year license fees (Six Months License fee in cash by way of DD/Pay order and Six Months in the way of Bank Guarantee). This amount (interest free security deposit in form of Pay order and Bank Guarantee) **will only be refunded after completion of the full term of the license period.** Five (5) years from commencement date of license as per clause 5(b).**The interest free security deposit will be escalated @ 5% per annum (Both shall be increased by 5% i.e. Bank Guarantee as well as cash deposit), from the date of commencement of license as per clause 5(b).**
 - V. The License fees for subsequent years will be increased from the date its is due @ 5% p.a., irrespective of the dates from which advertising panels have been actually fabricated and commissioned by Licensee.
 - VI. For the purposes of this tender, this set of bare advertisement spaces up to 200 Sq.m per inside station and up to approximately 52 Sq.m per outside station totaling to 3304 Sq.m, will be treated as one lot.
- 10 An Earnest money of `7,50,000/- (**Seven Lakhs and Fifty Thousand only/-**) is to be submitted along with the tender. This amount for the successful tenderer will be adjusted against the interest free security deposit (cash only). This amount (interest free security deposit in form of Pay order and Bank Guarantee) shall be refundable **only on completion of the full term of the contract.**
- 11 I/We enclose a demand draft No.....dated.....for `7,50,000/- **only/-** (in words; `**Seven Lakhs and Fifty Thousand only/-**), towards earnest money drawn in favour of “DMRC Ltd” drawn on any **scheduled commercial bank**, except Regional Rural banks and local Area banks.
- 12 If awarded the license, I/We shall deposit the balance amount after adjustment of the EMD amount submitted, **equivalent to one year’s license fees** (Six Months License fee in cash by way of DD/Pay order and Six Months in the way of Bank Guarantee) within 15 (Fifteen) days of award of the license, as indicated in the letter of allotment, **towards interest free security deposit, refundable only on completion of the full term of the agreement i.e. Five (5) years**, from the commencement date of license as per Clause 5(b). **The interest free security deposit will be escalated by 5% (Both shall be increased by 5% i.e. Bank Guarantee as well as cash deposit) per annum, from the date it is due. I/we shall deposit the additional amounts towards the same.**

Additional Areas/ Panels & Forms of Advertising.

- 13 I/we are fully aware that DMRC has the right and is well within its right to install additional panels, create and make provision for other forms of advertising within all its stations. I/We agree not to contest this issue nor seek any claim, compensation or any other consideration on this account. DMRC **may** after approval of competent authority, offer the additional space, panels or opportunity for other forms of advertising to the successful applicant on pro rata basis. i.e. at the accepted **rate per square meter per annum as worked out at clause 9(B)** above x additional area offered. In this case the successful applicant must confirm to DMRC his/her /their acceptance within 7 days of notice of offer of the additional areas, panels or advertising opportunities, failing which DMRC will be in its right to market the additional areas, panels and advertising opportunities. DMRC reserves the right to extend the time period of the offer. **DMRC reserves the sole right not to make such an offer to the successful applicant, and the successful applicant voluntarily and unequivocally agrees not to seek any claim, compensation or any other consideration on this account.** In case, additional areas are offered to and accepted by the successful applicant, the term of license for the additional areas **will be co-terminus with the main license agreement. No additional time or period will be given/offered.** A separate supplementary agreement will be entered into with the successful applicant. The applicant **will also be required to submit the additional amount equivalent to one year's license fees** (Six Months License fee in cash by way of DD/Pay order and Six Months in the way of Bank Guarantee) **towards additional interest free security deposit, for the additional panels/spaces offered and accepted. This additional interest free security deposit would also be refundable only along with the original interest free security deposit upon completion of the full term of the agreement, i.e. Five (5) years from commencement date of license as per clause 5 (b).**

Where additional areas are offered in the form of show windows/display windows or display kiosks, the total area of all visible surfaces (excluding the top and bottom) would taken as the licensed area/space and license fee calculated accordingly i.e. total area of the visible surfaces x the accepted rate as indicated in clause 9(B).

- 14 Payment of stamp duty on agreement, if any, to be executed in pursuance of this tender will be solely borne by the licensee.
- 15 **I/we fully understand and comprehend that no interest will be paid on any amounts submitted to DMRC Ltd.** I/we voluntarily and unequivocally agree not to make any such claims, or seek any compensation or consideration in whatsoever form on this account.
- 16 I/we agree, that the competent authority of DMRC reserves the right to call for additional information/clarification where required from the applicants. The applicants should furnish such information as requested within the time frame permitted by DMRC.
- 17 **All taxes including Municipal/Advertisement Taxes, Service tax and all other statutory dues including property tax, where applicable, shall be borne solely by the licensee without any contest.**
- 18 I/we agree to bear all costs associated with the preparation of the tender and DMRC will in no case be responsible for or liable for these costs, regardless of conduct or outcome of the tender process.
- 19 **The DMRC Administration reserves the right to accept or reject any quotation.**
I/We hereby agree that the DMRC Administration reserves the right to accept or reject any tender applications without citing any reason whatsoever for rejecting the same. I/We hereby agree not to seek any claim or damages on account of such rejection and further also undertake not to enter into any correspondence with DMRC with regard to the same. I/We also understand and agree that in the event of rejection of the tender application by DMRC, DMRC will refund only the EMD amount deposited and I/we will not seek to claim any interest on the EMD amount.
- 20 The DMRC will not accept tender wherein conditional offer has been given by the tenderer/bidder/contractor, and the offer will be out right rejected and earnest money may also be forfeited in favour of DMRC. The applicant/tenderer unequivocally agree not to seek any claim, compensation, damages or any other consideration whatsoever on this account.
- 21 I/we understand and agree that DMRC's decisions in the matter of evaluation and conduct of the tender process shall be final and binding on all participants in this tender.
- 22 All parties interested in inspecting the sites may do so at their own cost and by following all safety requirements as required by DMRC in such sites. The Licensee agrees voluntarily and unequivocally not to seek any claim, compensation, damages or any other consideration whatsoever on account of not being able to visit/locate the sites.

- 23 I/we understand, comprehend and also agree that DMRC reserves the right to change, modify, put on hold or even terminate this tender schedule without assigning any reasons whatsoever.
- 24 I/We understand, comprehend and agree hereby, that participation in this tender constitutes no form of commitment on the part of DMRC, whether in respect of selection or otherwise.
- 25 Nothing in this tender document or any communication issued by DMRC or any of their advisers or officers or employees shall be taken as constituting an agreement, offer, acceptance, warranty, covenant, confirmation or representation to the recipient of this document or any other party.
- 26 **I/we understand, comprehend and also agree that DMRC reserves the right to issue changes, modifications to the terms and conditions, revise the document altogether or even cancel or put on hold the tender process by open announcement before the date and time of submission of the tender. I/we agree voluntarily not to contest this issue or seek any claim or compensation on this account.**
- 27 I/We shall not ask for any claim or compensation from DMRC if advertisements on each or some of the bare advertisement spaces inside stations and potential advertisement spaces outside stations are not permitted due to local laws/civil authorities/Court order/Court judgment.
- 27.1 **We/I shall pay for a minimum of 3304 Sq.m of bare advertising spaces (200 Sq.m per inside station is offered Sixteen (16) stations, Fourteen (14) in Inderlok - Mundka section & Two (2) in Ashoka Park – Kirti Nagar section and 52 Sq.m per outside station is offered in Ashoka park – Kirti Nagar section) of MRTS PH-II as is detailed above herein even if all the allotted advertising spaces are not utilized.**
- 27.2 We/I will be fully responsible for the maintenance of all the advertisement inserts and the advertisement panels fabricated, installed and commissioned by me/us. The maintenance will be carried out as per the specifications prescribed by the authorised representative of DMRC Ltd. from GM (O)'s office. All costs for such maintenance including replacement of bulbs, electrical chokes, other electrical parts and also other components of the panels will be borne solely by licensee.
- 28 I/we shall continue to make payment of license fees and all dues, even if the panels are not functional or have been dismantled for repair or upkeep etc. We/I voluntarily hereby agree not to seek any claim, damages, compensation or any other consideration from DMRC on this account.
- 29 We/I have seen the potential bare advertising spaces and their locations inside each of the Sixteen (16) stations, Fourteen (14) in Inderlok - Mundka section & Two (2) in Ashoka Park – Kirti Nagar section including Two (2) outside stations in Ashoka Park – Kirti Nagar section of MRTS PH-II and have also evaluated their potential for advertising and fully understand and comprehend the technical requirements of the advertisement insert/Media. I/we are also satisfied as to the business viability of licensing bare advertising spaces inside the Sixteen (16) stations, Fourteen (14) in Inderlok - Mundka section & Two (2) in Ashoka Park – Kirti Nagar sections and potential advertising space outside in Two (2) Station of Ashoka Park – Kirti Nagar section of MRTS PH-II and voluntarily and unequivocally agree not to seek any claim, damages, compensation or any consideration whatsoever on this account.
- 30 I/We hereby agree to abide by all terms & conditions of this tender and also the other clauses mentioned in Draft License agreement part of this document. I/We also agree and understand that the draft license agreement is constituted as part of this tender document/application. **As a token of my/our full and unconditional acceptance of the terms and conditions of this tender document and the draft license agreement, I/we have duly signed on each page. I/We also acknowledge that the draft license agreement is subject to change, modifications and corrections. I/We voluntarily agree and undertake not to make any claim for compensation or damages from DMRC that may arise due to any change in the terms and conditions of the draft license agreement and also understand that DMRC is under no obligations to entertain any representations for such claims, compensation/damages.**
- 31 I/we fully understand and comprehend that **EMD of the successful tenderer**, will be retained by DMRC and adjusted against the interest free security deposit. In case, the successful tenderer, backs out or retracts his /her/their offer the EMD submitted along with the tender would stand forfeited in favour of DMRC Ltd. I/We also agree voluntarily to not make any such requests, In the case of unsuccessful bidder the EMD amounts will be refunded within 45 days from date of issue of LOA to the successful tenderer.
- 32 I/we also fully understand and comprehend that the interest free security deposit would only be refunded on completion of the full term of the agreement i.e. **Five (5) years from commencement date of license as per clause 5 (b).**The interest free security deposit for the additional panels/spaces offered and accepted would also be refunded only along with the original security deposit. I/we also fully understand and comprehend that the interest free security deposit will be escalated by 5% per annum **(Both shall be increased by 5% i.e. Bank Guarantee as well as cash deposit)**, from **commencement date of license as per clause 5 (b).** This is also applicable for the additional areas offered and accepted.

- 33 I/we have downloaded this document from the DMRC Internet site. A non refundable sum of `21,000/- (Twenty One Thousand only) vide draft No. _____ drawn on _____ & dated _____ in favour of "DMRC Ltd" is enclosed towards the cost of this document.
- 34 I/we have downloaded this document from the DMRC internet site. I/we solemnly confirm and affirm that I/we have not tampered/changed or altered the contents of this tender application form. I/we voluntarily agree and give permission to DMRC to cancel our bid and forfeit our Earnest Money Deposit in its favour, if it is found that, this document has been tampered/changed/changed. I/we hereby voluntarily agree not to seek any claim, compensation or damages or any other consideration on this account.
- 35 I/We hereby voluntarily agree and undertake not to enter into any form of correspondence with the DMRC for the period between the opening of the tender applications and the award to the tender. Any correspondence with DMRC that may be required to be made by me/us, subsequent to the award of the tender will be only in written and through registered post with acknowledgement due.
- 36 DMRC reserves the right to put Signage/Advertisement of the retail outlets/Toilet blocks in the property development areas in stations/circulating areas of the station. Such advertisements/signage will be restricted to the Inside/outer faces of the property development areas/circulating area on the outside of toilet blocks for which licensee will have no claim.
- 37 **I/We shall submit the following within 15 days of issue of LOA.**
1. **1st advance half yearly license fees.**
 2. **Refundable interest free security deposit equivalent to one (1) year license fees (Six Months License fee in cash by way of DD/Pay order and Six Months License fees by way of Bank Guarantee.)**
 3. **Applicable taxes.**
- 38 **I/We fully understand that failing to comply with the requirements as stated in clause 37 above may lead to cancellation of license, and forfeiture of all amounts submitted to DMRC. The licensee agrees voluntarily and unequivocally not to seek any claim, compensation, damages or any other consideration whatsoever on this account, or even enter into any form of correspondence on account of such forfeiture.**
- 39 I/we hereby voluntarily agree and undertake that we have been provided bare space measuring 3200 Sq.m and 104 Sq.m potential spaces totaling to 3304 Sq.m only for advertisement work. Exclusive rights are always vested with DMRC.

Apart from 3304 Sq.m, any area suited for the purpose of commercial exploitation, as decided by DMRC, can be leased out by DMRC for any commercial exploitation. I/we hereby agree not to seek any claim, compensation, damages or any other consideration in this regards.

Encl:
1 Bank Draft

Signature _____
Name of the Authorized Signatory
With rubber stamp _____

Address: _____

Place: - New Delhi.

Tel.No: _____ Mobile No. _____

Dated: _____

DRAFT INDICATIVE LICENSE AGREEMENT

* **The applicant may kindly note that this is only a draft and indicative agreement, which is subject to change modifications, and corrections. No claim, compensation or any other consideration will be entertained by DMRC on this account.**

THIS AGREEMENT entered into at Delhi on this _____ 2012, 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, 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 _____, a Limited Company having its Registered office at, _____, Delhi 110 0XX, hereinafter referred to as the '**Licensee**' which expression shall unless repugnant to the context or meaning thereof include the successors and assigns of the **Second Party**.

WHEREAS

DMRC with a view to part finance its project through Commercial Advertisements has invited Tender Application Form (TAF) for licensing out advertisement rights on bare & potentials sites, to be identified, media vehicle/s fabricated, installed and commissioned by the Licensee inside Sixteen (16) stations, Fourteen (14) in Inderlok - Mundka section & Two (2) in Ashoka Park – Kirti Nagar section including Two (2) outside stations in Ashoka Park – Kirti Nagar section of MRTS PH-II.

I/We undertake to give full compliance to Technical Parameters of MCD/NDMC Outdoor Advertising Policy, 2010 or any other prevailing applicable policy.

DMRC has agreed to provide the licensee bare & potentials advertising spaces inside Sixteen (16) stations, Fourteen (14) in Inderlok - Mundka section & Two (2) in Ashoka Park – Kirti Nagar section including Two (2) outside stations in Ashoka Park – Kirti Nagar section of MRTS PH-II, herein after referred to as advertisement spaces, as mentioned below on the terms and conditions hereunder contained.

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

1. The following documents shall be deemed to form part and be read and construed as part of this agreement, namely;
 - a. Tender Application Form (TAF).
 - b. Letter of Acceptance No.
 - c. General terms and conditions.
2. DMRC hereby agrees to provide Bare & potentials advertising spaces inside Sixteen (16) stations, Fourteen (14) in Inderlok - Mundka section & Two (2) in Ashoka Park – Kirti Nagar section including Two (2) outside stations in Ashoka Park – Kirti Nagar section of MRTS PH-II, to be identified, panels fabricated, installed and commissioned after approval of DMRC in Inderlok – Mundka & Ashok Park – Kirti Nagar sections of MRTS PH-II, 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 station wise details of bare advertising areas are provided in the table-1 below;

Table-1

STATION WISE DETAILS OF ADVERTISEMENT PANLES.			
S. N.	SIZE	Nos. (Approx.)	AREA IN (SQ.M)
1.	INDERLOK (ILOK) (STATION OF MRTS PH-II- Std. GAUGE SECTION)		200.00
	Bare sites to be identified, Media Vehicle to be fabricated, installed and commissioned by Licensee.		
2.	ASHOK PARK MAIN (APMN)		200.00
	Bare sites to be identified, Media Vehicle to be fabricated, installed and commissioned by Licensee.		
3.	PUNJABI BAGH (PBGA)		

	Bare sites to be identified, Media Vehicle to be fabricated, installed and commissioned by Licensee.		200.00
4. SHIVAJI PARK (SHVP)			
	Bare sites to be identified, Media Vehicle to be fabricated, installed and commissioned by Licensee.		200.00
5. MADI PUR(MAPR)			
	Bare sites to be identified, Media Vehicle to be fabricated, installed and commissioned by Licensee.		200.00
6. PASCHIM VIHAR EAST(PVE)			
	Bare sites to be identified, Media Vehicle to be fabricated, installed and commissioned by Licensee.		200.00
7. PASCHIM VIHAR WEST (PVW)			
	Bare sites to be identified, Media Vehicle to be fabricated, installed and commissioned by Licensee.		200.00
8. PEERAGARHI (PAGI)			
	Bare sites to be identified, Media Vehicle to be fabricated, installed and commissioned by Licensee.		200.00
9. UDYOG NAGAR (UNRG)			
	Bare sites to be identified, Media Vehicle to be fabricated, installed and commissioned by Licensee.		200.00
10. SURAJMAL STADIUM (SMSM)			
	Bare sites to be identified, Media Vehicle to be fabricated, installed and commissioned by Licensee.		200.00
11. NANGLOI (NNOI)			
	Bare sites to be identified, Media Vehicle to be fabricated, installed and commissioned by Licensee.		200.00
12 NANGLOI RAILWAY STATION (NRSN)			
	Bare sites to be identified, Media Vehicle to be fabricated, installed and commissioned by Licensee.		200.00
13 RAJDHANI PARK (RDPK)			
	Bare sites to be identified, Media Vehicle to be fabricated, installed and commissioned by Licensee.		200.00
14 MUNDKA (MUDK)			
	Bare sites to be identified, Media Vehicle to be fabricated, installed and commissioned by Licensee.		200.00
15 SATGURU RAM SINGH MARG (SRSM) (ASHOKA PARK – KIRTI NAGAR SECTION)			
	Bare sites to be identified, Media Vehicle to be fabricated, installed and commissioned by Licensee.		200.00
16 KIRTI NAGAR (KNR) (STATION OF MRTS PH-II- Std. GAUGE SECTION)			
	Bare sites to be identified, Media Vehicle to be fabricated, installed and commissioned by Licensee.		200.00
ON DMRC OUTSIDE/CIVIL STRUCTURE IN ASHOKA PARK –KIRTI NAGAR SECTION			
1 SATGURU RAM SINGH MARG (SRSM) (ASHOKA PAR – KIRTI NAGAR SECTION)			
	Potential sites to be identified, Media Vehicle to be fabricated, installed and commissioned by Licensee.		52.00
2 KIRTI NAGAR (KNR) (STATION OF MRTS PH-II- Std. GAUGE SECTION)			
	Potential sites to be identified, Media Vehicle to be fabricated, installed and commissioned by Licensee.		52.00
TOTAL AREA IN SQM			3304.00

3. That the "LICENSEE" hereby covenants as follows;

- 3.1 The licensee hereby agrees to take up on license basis all the Advertisement spaces specified in clause "2" and detailed in the above mentioned table 1, and also agrees to get the prior approval of all design and insertion media of the advertisements which may be inserted thereon from the DMRC as envisaged under the terms and conditions of this agreement. **The Licensee also agrees to submit all plans as one lot** for approval by DMRC within 30 days from the date of issue of letter of acceptance. The plans for bare & potentials advertisement spaces includes, Location plans, media vehicle structural and fixing plans, electrical and cable routing plans. DMRC also has the right to ask the licensee to re-submit location plan, wiring & rutting plans etc. for those locations, which are not approved by DMRC. If licensee submits plans in piece meal the license fee will commence 30 days from the date of 1st approval by DMRC and no claim in this regard will be entertained.

- 3.2 I/We shall pay to DMRC: -
- 3.3 Fixed **Annual License fee** of `XXXXXXX/- (`XXXXXXXXX only/-.) for bare & potentials advertisement spaces licensed out by DMRC **to be paid half yearly**. The half yearly Fixed License fee will be payable in advance, in the last week of the running half year. For depositing fixed payment. Licensee should not wait for any formal invoice from DMRC.
- 3.4 The licensee may note that all references to 'Security deposit' in this agreement and hereafter, will mean, refundable security deposit equivalent to one year license fees in the form of six months bank guarantee and six months cash deposit in the form of bank draft/pay order. The Bank guarantee shall be kept valid at all times during the currency of the license agreement. The security deposit will be escalated by 5% after every year on compounding basis. Accordingly the bank guarantee will also be enhanced along with the cash deposit by the licensee, every year. In case additional areas are approved and taken up by the licensee, then the security deposit will also be increased accordingly on pro rata basis, in bank guarantee as well as in cash deposit. The refundable security deposit will only be refunded upon successful completion of the full term of the license.
- 3.5 The Annual license fee will be increased by **5%** after completion of every year on a compounding basis. The interest free security deposit will also be increased by 5% (**Both shall be increased by 5% i.e. Bank Guarantee as well as cash deposit**) every year on compounding basis.
- 3.6 The first half yearly fixed license fee, shall become payable within 15 (Fifteen) days from the date of issue of letter of acceptance. **The half yearly Fixed License fee will be payable in advance, in the last week of the running half year.**
- 3.7 That the LICENSEE shall pay to DMRC an interest free security deposit of `XXXXXXXXX/- (`XXXXXXXXX only/-) equivalent to one year's license fees (Six Months License fee in cash by way of DD/Pay order and another Six Months in the way of Bank Guarantee), for bare advertisement spaces licensed within 15 (Fifteen) days of issue of acceptance letter. This amount will only be refunded after completion of the full term of the license period i.e. Five (5) years from commencement date of license as per clause 8 (b). The interest free security deposit will also be increased by 5% (Both shall be increased by 5% i.e. Bank Guarantee as well as cash deposit) after completion of every year on compounding basis. This is applicable for the interest free security deposit submitted for the additional spaces/areas offered and accepted.
- 3.8 The rate per square meter per annum will be calculated as follows;
- $$\text{Rate per Sq.m per annum} = \frac{\text{Total value of tender}}{\text{Total area i.e. 3304 Sq.m.}}$$
- 3.9 The advertisement spaces shall exclusively belong to DMRC, without creating any right, titles or interest whatsoever nature in the said premises in favor of Licensee.
4. The cost of preparation of the advertisements\media\inserts will be borne solely by the licensee. The licensee will also maintain all the media\inserts and advertisements as per standards indicated by the authorised representative from the operations and maintenance department of DMRC the licensor.
5. I/we shall submit the sample of media to be placed/inserted/ fixed in the advertising panels within 30 days from the date of issue of letter of acceptance.
6. **I/we shall indicate the locations for advertising panel/s, design of media vehicles including their structural plans, electrical and cable routing plans, the advertising panels/type of advertisements for these locations and submit all the plans of proposed panels, including its fixing arrangements for DMRC's approval within 30 days from date of issue of Letter of Acceptance for utilization of space upto 200 Sq.m per station and up to approximately 52 Sq.m per outside station totaling to 3304 Sq.m as one lot, giving full compliance to Technical Parameters of MCD/NDMC Outdoor Advertising Policy, 2010 or any other prevailing applicable policy.** If licensee submits plans in piece meal the license fee will commence 30 days from the date of 1st approval by DMRC and no claim in this regard will be entertained. DMRC reserves the right to reject any or all of the said submissions, without assigning any reasons whatsoever. DMRC has the right to indicate alternate locations. DMRC also has the right to ask the licensee to re submit location plan, wiring & rutting plans etc, for those locations, which are not approved by DMRC. The Licensee agrees to comply with the directives of DMRC regarding alternative sites/locations, and designs as may be specified by DMRC. The licensee agrees voluntarily and unequivocally to not seek any claim, compensation, damages or any other consideration whatsoever on this account.

7. The Licensee fully understands and comprehend that all panels constructed/fabricated, installed and commissioned by him/her/them in the Sixteen (16) Stations, Fourteen (14) in Inderlok – Mundka section & Two (2) in Ashoka Park – Kirti Nagar section including Two (2) outside stations in Ashoka Park – Kirti Nagar section of MRTS PH-II will become the sole property of DMRC at the end of the license period i.e. Five (5) years from commencement date of license or after premature termination because of any reason whatsoever.
8. The licensee will be charged License fee for a minimum of 3304 Sq.m advertisement areas even if not fully utilized. For all purposes this total advertisement area of 3304 Sq.m will be treated as one lot. The License fees will be charged as follows;
 - (a) Inside Sixteen (16) Stations, Fourteen (14) in Inderlok – Mundka section & Two (2) in Ashoka Park – Kirti Nagar section – Bare Advertisement up to 200 Sq.m per station and outside Two (2) stations in Ashoka Park – Kirti Nagar section – Potentials Advertisement space up to approximately 52 Sq.m per station, to be identified by the Licensee and approved by DMRC is offered totaling to 3304 Sq.m.
 - (b) **Commencement of Licensee fee;**
 - Case-1; If all plans & other details as detailed in clause 6 above are submitted in one lot within 30 days of issue of LOA, then license fee will commence 30 days from the approval (in part/full) of such plans & details by DMRC.
 - Case-2; If all plans & other details as detailed in clause 6 above are not submitted in **one lot** within 30 days of issue of LOA, then license fee will commence 30 days from the approval (in part/full) of such submissions by DMRC.
 - Case-3; If licensee fails in submitting plans & other details as detailed in clause 6 above within 30 days of issue of LOA, then license fee will commence on 60th days counted from the date of issue of LOA.

The Licensee fully comprehends and understands that no additional time would be given beyond 30 (Thirty) days from the date of approval by DMRC and the license fees for the total space (@ 200 Sq.m per inside station and @ 52 Sq.m per outside station is offered totaling to 3304 Sq.m) will be charged even if the sites are not utilized. The Licensee must ensure the fabrication, installation and commissioning of all the panels within 30 (Thirty) days from the date of approvals given to the first lot of plan submissions by DMRC. **The licensee voluntarily agrees not to seek any claim, compensation, damages or any other consideration whatsoever on any pretext whatsoever on account of his inability to fabricate, install and commission the advertisement panels.**

The first half yearly license fee will have to be paid, within 15 (Fifteen) days of the award of license/issue of letter of acceptance. Adjustment if any will be done in the second half yearly license fees.

The earnest money deposit of the licensee will be adjusted against the refundable interest free security deposit. This amount **will only be refunded after completion of the full term of the license period.** Five (5) years from commencement date of license. The License fees for subsequent years will be increased from the date it become due, irrespective of the dates from which other advertising spaces have been handed over.

9. The Earnest money of **₹7,50,000/- (Seven Lakhs and Fifty Thousand only/-)** given along with the tender would be adjusted against the interest free refundable security deposit equivalent to **one year's (12 months) license fees** (Six Months License fee in cash by way of DD/Pay order and Six Months in the way of Bank Guarantee). This amount shall be refundable **only on completion of the full term of the agreement. This amount will be increased by 5% (Both shall be increased by 5% i.e. Bank Guarantee as well as cash deposit) every year on compounding basis. This is also applicable for the interest free security deposit for the additional areas/spaces offered and accepted.**
10. All taxes including Municipal/Advertisement Taxes, Service tax and all other statutory dues including property tax, where applicable, shall be borne solely by the licensee without any contest.
11. The Licensee will not ask for any claim or seek any compensation from DMRC if advertisements inside each or some of the advertisement spaces inside stations are not permitted due to court order/local laws/civil authorities. The maintenance of all advertisement inserts and the panels handed over will be borne solely by the licensee. The replacement of bulbs, electrical chokes, other electrical parts and also

other components of all advertisement panels will be done as per directions and standards specified by the authorized representative of DMRC Ltd from GM (O)'s office.

12. The licensee agrees to pay and will continue to pay the license fees and all dues, even if any or all the panels are not functional or has/have been dismantled for repair or upkeep etc. The Licensee agrees that in the event of such dysfunction of the panels, the licensor will not be liable to pay any compensation to the licensee.
13. The Licensee confirms having seen the potential locations inside the Sixteen (16) Stations, Fourteen (14) in Inderlok – Mundka section & Two (2) in Ashoka Park – Kirti Nagar section including Two (2) outside stations in Ashoka Park – Kirti Nagar section of MRTS PH-II and fully understand and comprehend the technical requirements of the advertisement insert/media. The licensee also confirms full satisfaction as to the business viability of licensing the bare & potentials advertisement spaces inside the Sixteen (16) stations, Fourteen (14) in Inderlok – Mundka section & Two (2) Ashoka Park – Kirti Nagar section including Two (2) outside stations in Ashoka Park – Kirti Nagar section of MRTS PH-II and hereby voluntarily and unequivocally agree not to seek any claim, damages, compensation or any consideration whatsoever on this account.

Additional Areas/Panels & Forms of Advertising

14. I/we are fully aware that DMRC has the right and is well within its right to install additional panels, create and make provision for other forms of advertising within all its stations. The licensee voluntarily and unequivocally agrees not to contest this issue nor seek any claim, compensation or any other consideration on this account. DMRC **may** after approval of competent authority, offer the additional space, panels or opportunity for other forms of advertising to the licensee. In the event of the licensor agreeing to give such additional panels or forms of advertising to the licensee, the same shall be offered on pro rata basis i.e. at the accepted rate per square meter per annum as worked out at clause 3(3.8) above x additional area offered. The license for such additional area /panels will be co-terminus with the main license agreement. In this case the licensee must confirm to DMRC his/her /their acceptance within 7 days of notice of offer of the additional areas, panels or advertising opportunities, failing which DMRC will be in its right to market the additional areas, panels and advertising opportunities. The licensor reserves the right to extend the time period of the offer. **DMRC reserves the sole right not to make such an offer to the licensee, and the licensee voluntarily and unequivocally agrees not to seek any claim, compensation or any other consideration on this account.** A separate supplementary agreement shall be executed for such additional space. The licensee **will also be required to submit the additional amount equivalent to one year's license fees** (Six Months License fee in cash by way of DD/Pay order and Six Months in the way of Bank Guarantee) **towards additional interest free security deposit, for the additional panels/spaces offered and accepted. This additional interest free security deposit would also be refundable only along with the original interest free security deposit upon completion of the full term of the agreement, i.e. Five (5) years from commencement date of license as per clause 8 (b).**

Where additional areas are offered in the form of show windows/ display windows or display kiosks, the total area of all visible surfaces (excluding the top and bottom) would taken as the licensed area/space and license fee calculated accordingly i.e. total area of the visible surfaces x the accepted rate as indicated in clause 3 (3.8) of this agreement.

15. The licensee confirms that he is fully aware that no interest whatsoever will be paid on any amounts submitted to DMRC Ltd for whatsoever reasons and agrees voluntarily and unequivocally not to or seek any compensation or consideration in whatsoever form on this account.

GENERAL TERMS AND CONDITIONS:

1 The Licensee will be given advertising Rights for exhibiting commercial advertisements inside Sixteen (16) stations, Fourteen (14) in Inderlok – Mundka section & Two (2) in Ashoka Park – Kirti Nagar section including Two (2) outside stations in Ashoka Park – Kirti Nagar section of MRTS PH-II as under;

- a) On bare & potentials sites, to be identified, media vehicle/s fabricated, installed and commissioned by the Licensee inside Sixteen (16) Stations, Fourteen (14) in Inderlok – Mundka section & Two (2) in Ashoka Park – Kirti Nagar section including Two (2) outside stations in Ashoka Park – Kirti Nagar section of MRTS PH-II.

The bare & potentials advertising spaces area totaling 3304 Sq.m. (@ 200 Sq.m per inside Station & @ 52 Sq.m per outside Station) is being offered as one lot.

2 The Licensee will place advertisement media only on advertisement panels provided inside & outside the stations and at approved locations provided for the same. Sticking of stickers or hanging of banners or any other form of presentation is strictly prohibited.

3 Licensee will be penalized up to `5,000/- per offence on the following offense:

- a) Late payment of DMRC dues up to 10 days along with interest @ 15% per annum (for the purpose of calculation of interest part month will be treated as full month) in spite of any reason including non/late receipt of bill/invoice. The licensee must deposit license fees by the due date.
- b) Not following the instructions of the DMRC Admn. Regarding Advertisements even after 10 days from the date of issue of notice.
- 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.
- g) Dishonor of drafts and Cheques given by Licensee in favour of DMRC.
- h) Misbehavior with staff and commuters of DMRC.
- i) Not following safety and security norms as may be indicated by authorised representative of DMRC O&M department.

4. The licensee will have to maintain all the advertisement panels, fabricated, installed and commissioned by him/her/them and the inserts and media vehicles/panels in proper working condition also in a neat and clean condition for the currency of the contract. All the advertisement panels including their lighting fixtures will belong solely to DMRC; the licensee shall not tamper with the same or change their configuration. Only maintenance replacements including change of light bulbs, chokes or any other electrical fittings as per specification indicated by the operations and maintenance division of DMRC is permitted. The cost of all replacements including bulbs and other electrical components will be borne solely by the licensee. No compensation or claim on this account will be entertained by the licensor. In case any panel is damaged for whatsoever reason, the same will be replaced as per original specifications, approved specification or specification provided by the authorised representative of GM (O) DMRC, and a compliance certificate obtained. All cost in this connection will be borne solely by the licensee, and no compensation or claim on this account will be entertained by the licensor. The **specification of the advertisement panels** should be as follows, or its equivalent;

Specifications of the Advertisement Panel/s;

- 4.1 Frame work – SS 304.
- 4.2 Backing sheet of G.I.
- 4.3 Internal cables of Fire Retardant Low Smoke type (FRLS).
- 4.4 TL tubes for back lighting/illumination with electronic ballast.
- 4.5 Polycarbonate sheet as cover of GE make or equivalent.
- 4.6 Advertising media to be made from Fire Retardant, Low Smoke, Zero Halogen material.

The **advertising media should be of fire retardant, low smoke, zero halogen material** and comply with all Indian and international standards. The Licensee must submit the media sample for DMRC's approval to the office of the General Manager (Operations) before placing the same inside the advertisement panels. DMRC reserves the right at all times not to give such permission.

5 A) Only a single point electricity supply has been provided to each level of the Stations i.e. at the concourse, platform and ground levels. The Licensee is required to do all wiring as may be laying the cables as required from this designated point as his own cost as per the approved plans and specifications as indicated by the authorised representative of DMRC. The Licensee is also requested to install the cutouts/MCBs/ ELCB or any other safety device and electronic energy meters as may be

indicated by the authorised representative of DMRC at his own cost. Electricity supply will be provided as per terms and conditions indicated in Annexure –II-A, “**Terms and conditions for provision of Electricity**”.

All provisions related to cable Laying/any electrical work are to be done/made by licensee after taking DMRC approval. Any cable Tray/etc available at DMRC Station is for DMRC internal purpose and can not used by licensee.

The rate of electricity charged to the consumer would be at a rate which ELECTRICITY COMPANY/distribution company /agency would levy on such a customer, had he obtained supply directly from ELECTRICITY COMPANY/distribution company (i.e. DNLT-1, 3 phase with load greater than 10 KW) or energy cost as actually paid by DMRC to ELECTRICITY COMPANY in respect of the said property + 10% towards electricity consumption deposit as per DERC policy after calculation of the total load. All revisions and changes in the electricity tariff, DERC policy and electricity act shall be applicable and no claim or compensation on this account will be entertained.

- B) The licensee agrees to pay all the bills/costs for the electricity that may be consumed due to the operation of the advertisement panels /spaces allotted under this agreement. The payment towards such bills shall be made in advance after calculating a monthly tentative consumption of electricity units for the said panels/spaces. The adjustment for any excess or less amount that may have been paid shall be adjusted within 15 days of receipt of the bill from DMRC.
- C) The licensee will also give declaration/agreement for supply of electricity as per format issued by DMRC O&M department. Format of declaration is placed as Annexure –II-B (test report). The licensee will also apply to DMRC O&M Division, in form placed at Annexure –II-C (Application cum agreement form for LT connection) for LT connection.
- D) 1. Advertiser should use energy efficient equipment.
2. Advertiser should follow the I.E. Rules, Acts from safety of equipment, public & Staff.
- 6 In the event of failure on the part of Licensee in payment of License fees or any other charges due to the DMRC beyond (30) thirty days, 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 and without prejudice to any rights available, forfeit the security deposit. **The licensee is subject to all provisions of the Delhi Metro Rail O&M Act and is also advised to comply with all orders/notices/instructions issued from time to time from the office of General Manager (O).** Non compliance with orders or any of the provisions of this agreement may be treated as breach of contract leading to termination of the agreement and also forfeiture of all amounts paid/submitted/deposited, in favour of DMRC.
7. The licensee will submit/show the plan, text and design of all the commercial Publicity material/ advertisements to the authorized representative of DMRC from the office the General Manager (O) for approval and in this regard shall also be liable under all the prevailing laws of the land. The Licensee is required to abide by the various laws of State and Statutory Laws relating to advertisement/commercial publicity/display of items etc.
8. Access to the advertisement panels, commissioned and bare advertisement spaces for the purpose of placement/replacement of advertisements/installation of new panels shall be regulated by the office of the General Manager (O) and the licensee is required to take necessary permissions in this regard from the office of GM (O).
9. DMRC Administration reserves the right for deduction of DMRC dues from Licensee's security deposit amount on the following grounds:
- Any amount imposed as a fine by DMRC Administration for irregularities committed by the Licensee.
 - 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.
 - Any payment/fine made by DMRC under the order/judgement of any court/consumer forum or law enforcing agency or any person working on his behalf due to any default of the licensee or any of his servant/agent.
 - 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.
 - Any outstanding payment as decided by DMRC.

- 10 Periodical joint inspection will be conducted by DMRC Administration and Licensee and discrepancy if any notices or instructions issued by DMRC Administration are not observed by the Licensee within a reasonable time, the DMRC Administration reserves the right to impose fine of `5,000/- per irregularity.
- 11 For repeated violation of instructions, breach of agreement, DMRC Administration has the right to cancel the agreement at the risk and cost of the Licensee including forfeiture of all amounts paid/submitted/deposited, in favour of DMRC.
12. The power to waive fines and penalty vests with the competent authority of DMRC. The licensee will have to forward his request for waiver, to the office of GM (O) for further action.
13. The license for Advertising rights is not transferable.
14. The Licensee shall comply with all the provisions of statutory laws, Labour Laws & regulation in force including but not limited to the Contract Labour (Regulation & Abolition) Act, 1976, 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.
- 15 If any approvals are required to be taken from any local authority for display of the advertisement, the same is the responsibility of the Licensee. DMRC will assist in submission of application. In case any fine is imposed the same will be recovered from security money of the licensee.
- 16 The Licensee shall comply with all applicable laws of land/court order/court judgment 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 affect this tender. No claim or compensation on this account will be entertained.
- 17 The Licensee shall take into account the following aspects while selecting advertisements for the licensed panels:
 - 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 items.
 - C The use of DMRC name, logo or title without the licensor's prior permission is strictly prohibited. No co-branding with the Licensor is allowed, without prior permission.
 - D Advertisements of political nature are not allowed.
 - E Surrogate advertisements may be allowed if request for permission to display is made to DMRC accompanied by NOC from Ministry of Information and Broadcasting, Govt. of India.
18. **All taxes including Municipal/Advertisement taxes, Service Tax and all other statutory dues including property tax, where applicable, shall be borne solely by the licensee without any contest.**

SURRENDER OF LICENSE

19. If the licensee wants to surrender (terminate) the contract he will be allowed to do so after giving 3 (three) months notice. **However, security deposit of the licensee will stand forfeited. The unused license fee for that particular six months will also not be refunded. Part surrender or termination of license will not be accepted and termination will be considered for the full license. On termination by DMRC or surrender (termination) by licensee, all the advertisement media will be removed from the advertisement panels inside the metro stations at the cost of the licensee within 7 (Seven) days of issue of acceptance of surrender. This clause applies to the additional panels/advertising spaces offered and accepted also.**

DURATION

- 20 The license will be valid for a period of **Five (5) years from commencement date of licensee.** DMRC Admn. Reserves the right to review the agreement i.e. the performance of the licensee etc. annually and may not extend the validity of the agreement for remaining period if the performance is found unsatisfactory. **The license fee will be increased by 5% for each completed year over the previous year's license fee on compound basis.** The duration of license for the additional panels/spaces offered and accepted will also be co-terminate with that of the this principal agreement, i.e. at the end of Five (5) years from commencement date of license.

EARNEST MONEY

- 21 The earnest money submitted along with the tender will be adjusted against the interest free security deposit.

SECURITY DEPOSITS

22. The **earnest money submitted by the licensee at the time of tender will be adjusted against the (interest free) security deposit equivalent to one year's (12 months) license fees** (Six Months License fee in cash by way of DD/Pay order and Six Months in the way of Bank Guarantee), before the commencement of the agreement without occurring any interest for the due and satisfactory fulfillment of the terms and conditions of this agreement. **The interest free security deposit will be refunded only on satisfactory completion of the contract period i.e. Five (5) years** from commencement date of Licensee, taking into consideration that all DMRC dues are cleared. If additional panels are offered to and accepted by the licensee, then additional security deposit equivalent to one year's license fees (Six Months License fee in cash by way of DD/Pay order and Six Months in the way of Bank Guarantee) for the additional spaces/panels will have to be deposited before the hand over of the panels/advertising spaces along with the amounts indicated in the letter of award. This additional interest free security deposit will also be refundable only along with the original interest free security deposit. **The interest free security will be increased by 5% (Both shall be increased by 5% i.e. Bank Guarantee as well as cash deposit) per annum on compounding basis. This is also applicable for the interest free security deposit submitted for the additional areas/space.**
23. The advertising rights for above-mentioned panels will vest with the licensee as per agreement. Any persons wishing to advertise in the above mentioned panels/advertising spaces inside the Sixteen (16) stations, Fourteen (14) in Inderlok – Mundka section & Two (2) in Ashoka Park – Kirti Nagar section including Two (2) outside stations in Ashoka Park – Kirti Nagar section of MRTS PH-II will have to deal directly with the licensee and will have no dealing with the DMRC (licensor) or make any claim on the DMRC for any omission/commission etc on part of the licensee.
24. At no time subletting of rights for advertisement to any other party/other advertising agencies/outdoor agencies or out of home advertising agencies would be permissible under this agreement. All the advertising panels shall belong exclusively to DMRC Ltd at all times. No permanent interests or lien of whatever nature is allowed to be created on the advertising spaces and the advertising panels fabricated installed and commissioned.

SCHEDULE OF PAYMENT

25. The accepted annual License fee will be deposited in **two equal half yearly installments**. The license fee will be charged from commencement date of license.
- The escalation of license fee **for all bare advertising spaces** will be done, from commencement date of license. **Further installment, each of 50% of the annual rental value as per contract, will have to be paid every six months, payable in advance, in the last week of the running half year**, prior to the amount becoming due, without waiting for any formal invoice from DMRC. After the 1st installment of license fees all payments vide draft drawn on scheduled commercial bank except Regional Rural Banks and Local Area banks, in favour of "DMRC Ltd" have to be submitted in the office of the General Manager (O). This clause will also be applicable for the additional panels/spaces offered and accepted.
26. The license fee for advertising on approximately 3304 Sq.m bare advertising spaces as approved by DMRC inside Sixteen (16) stations, Fourteen (14) in Inderlok – Mundka section & Two (2) in Ashoka Park – Kirti Nagar section including Two (2) outside stations in Ashoka Park – Kirti Nagar section of MRTS PH-II, will be charged for even though the advertisements may not be done on it because of any reason whatsoever including clearance not given for advertisement by concerned local authorities. The license fees will be charged from commencement date of license, irrespective of the fact that some or all of the panels/bare advertising spaces may be under repairs, makeovers, inspections or for any other purposes as deemed fit by the General Manager (O).
27. 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.3 (terms and conditions) of the agreement, vide which DMRC can impose a fine/penalty for late payment.

FORCE MAJEURE

28. 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, lightning, 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.

29. 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 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 the Para below.

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.

29.1 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 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. The licensee have no objection if the sole arbitrator so appointed is an employee of DMRC.

29.2 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 reference is made.

29.3 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.

- 30. LICENSEE shall deliver to DMRC peaceful vacant physical possession of the all advertisement panels/spaces 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.
- 31. In case of termination because of any reason whatsoever, if the LICENSEE fails to vacate the panels licensed within a grace period of 7 days of termination of the agreement, the LICENSEE shall be deemed to be an unauthorized occupant in the said panels and shall be liable to pay a fine @ `5000/- per panel 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, store the same at a place of it's choosing and no claims or compensation whatsoever will be entertained by the licensor.
- 32. In case of natural completion, licensee shall vacate the panels within 7 days of completion of agreement. If the LICENSEE fails to vacate the panels licensed within a grace period of 7 days of completion of agreement, the LICENSEE shall be deemed to be an unauthorized occupant in the said panels and shall be

liable to pay a fine @ `5000/- per panel 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, store the same at a place of it's choosing and no claims or compensation whatsoever will be entertained by the licensor.

- 33. The licensee should at all times indicate the date till which his license is valid on each of his advertisements displayed.
- 34. The licensee will place DMRC publicity material in the panels when the panels are not being used for his/her/their own purpose. In this connection DMRC will provide all the material for placement. No panel will be kept vacant at any time during the currency of this agreement.
- 35. All terms and conditions indicated in this agreement will also be applicable for the additional panels/spaces offered and accepted by the licensee.
- 36. DMRC reserves the right to put Signage/Advertisement of the retail outlets/Toilet blocks in the property development areas in stations/circulating areas of the station. Such advertisements/ signage will be restricted to the Inside/outer faces of the property development areas/circulating area on the outside of toilet blocks for which licensee will have no claim.

37. **NOTICES**

That any notice/correspondence under the terms of this License shall be in writing by registered post or delivered personally and signed by the party or his/her/their duly authorised representative giving such notice. All activities including day to day management, billing, termination etc. will be carried out from the office of the General Manager (O) DMRC or by his duly authorised representative. All Notice will be addressed as follows:

If to DMRC at	To, The General Manager (Operations) DMRC Ltd, 4 th Floor, Metro Bhawan, Fire Bridge Lane, Barakhamba Road, New Delhi-110001
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If to the LICENSEE ,at	At Address given in page No. 1 of Agreement.
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That the LICENSOR on behalf of DMRC and LICENSEE represent and warrant that they are empowered, authorised and able to make this agreement.

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

XX/XX/2012

XX/XX/ 2012

(XXXXXXXXXXXXX)

Authorised Signatory.

FOR AND ON BEHALF OF DELHI METRO
RAIL CORPORATION LIMITED

FOR AND ON BEHALF OF LICENSEE

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

DMRC

LICENSEE

Terms and conditions for provision of Electricity.

- a) DMRC will provide Power Supply of Single Phase, 230V, 50Hz for a max. Connected load up to 5 KVA. Electrical load requirements exceeding 5 KVA will be given on 3-Phase 415V, 50Hz subject to availability.
- b) The power supply will be extended by licensee from DMRC's distribution boards which are located in station premises. The length of cable etc., to be provided by the licensee from distribution board (to be nominated by DMRC) shall depend upon location of his shop/stall/kiosk.
- c) Licensee will have to take power supply from DMRC's Distribution Board to the licensed premises at his cost by carrying out G.I. conduit wiring cabling. Licensee shall use FRLS copper cable, which will be taken inside a GI rigid conduit pipe. The GI rigid conduit pipe shall be suitably clamped and earthed as per DMRC's requirement.
- d) Licensee will also do wiring within his shop/stall/kiosk by using GI conduit or fire resistance PVC casing/caping. The licensee shall use FRLS copper wire of the required size (the wiring scheme, the type of wiring, size of wires, various loads, plug point, light, fan etc. shall be as per DMRC's approval).
- e) Licensee will have to provide a low voltage switch-board with MCBs & ELCB's of required capacity with an Electronic Energy Meter having provision of MDI, TOD, etc. of required capacity at his cost. The Electronic energy Meter shall be sealed by DMRC and not to be tampered by Licensee in any circumstances.
- f) Licensee shall be given only normal power supply available in station premises. Licensee may use suitable voltage stabilizers and power factor correction equipment as per his requirement.
- g) DMRC shall not be providing any standby power supply from station dg set or UPS.
- h) Licensee shall not be permitted to use any standby Diesel Generator Sets. Licensee will only be permitted to use standby UPS/Inverter system with maintenance free battery. The load of such standby UPS/Inverter system will also be taken as a part of total connected load.
- i) The total demand load & total connected load shall be treated as same; licensee will have to pay applicable demand charges as per the total connected load only.
- j) Licensee shall use Energy efficient lighting & shall provide proper lighting fixtures, lamps, electronic ballast etc. licensee shall provide uniform & good illumination level not less than 100 lux in any case.
- k) Licensee shall use reputed Brand/make of electrical wiring and switch gear items. The entire work shall be carried by the Electrical Contractor/Agency at licensee's cost. DMRC's representative may inspect and supervise the work.
- l) Licensee shall provide proper earthing connection as per the applicable standards and shall terminate the same to the DMRC's Distribution board or to any other place as directed by the DMRC.
- m) Licensee will not be allowed to provide room heating appliance of any kind.
- n) The power shall be supplied normally at the rate of 0.5KVA/sq. m. of space licensed out. Minimum load to be given shall be 2KVA on which the demand charges as applicable shall be paid by the licensee. Additional power up to 5KVA on single phase and there after on three phase system if required by the licensee will be supplied, subject to availability at an additional cost and conditions to be stipulated by DMRC.
- o) The Energy consumed shall be charged based on Energy Meter Reading (KVAH) which shall be taken once in a month on a nominated day by the DMRC's representative. Licensee shall provide Test Report/Calibration report in regard to Energy meter installed. DMRC may ask licensee to recalibrate the Energy meter whenever considered necessary by DMRC.

- p) The Tariff for electricity to be charged from licensee shall be as per DERC's latest regulations and amendments thereto from time to time.
- q) Licensee shall be required to sign 'back to back' agreement with DMRC on the lines, DMRC would be signing/have signed with electricity distribution company for supply of electricity.
- r) The charges/deposits (such as advance energy charges, refundable consumption deposit etc) will be, as decided by DERC/DMRC as the case may be.
- s) In case, the licensee draws power more than the connected load, his electricity connection shall be disconnected. The electricity connection will be provided back on first occasion only when licensee pays necessary penalty as per DERC norms and removes excess load. On the subsequent occasion, DMRC reserves the right to revoke the license and forfeit the interest free security deposit.
- t) In case, the licensee is found mis-using electricity or tampering with the energy meter, a token penalty of `1000/- will be charged from him along with disconnection of power supply. Reconnection of power supply will be done only after charging `100/- as reconnection fee and clearance of all dues duly obtaining approval of Competent Authority of DMRC.
- u) Copy of declaration/undertaking and application cum agreement form for supply of electricity is placed at Annexure-II B.

Declaration

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

Or

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

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

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

The Applicant hereby agrees and undertakes:

1. That the Applicant desires to have and agrees with DMRC to take supply of energy for the above mentioned purpose, for a period of not less than two years from the date of commencement of supply and to pay for the energy so supplied and all other charges at the rates set out in the DERC's Tariff Schedule and the Miscellaneous charges for supply as may be in force from time to time, including Advance Consumption Deposit etc.
2. That the Applicant shall have no Objection for the DISCOMs to carry out Inspections of the Applicant's Meters & Equipments & Any Observation made by such Agencies, Which are acceptable to DMRC, shall be binding on the Applicant for Attention/Compliance.
3. That DMRC shall be entitled to disconnect the supply of energy by issuing a disconnection notice in writing, to the Applicant, if the Applicant is in default of payment of the due charges.
4. That the applicant shall pay the full amount mentioned in the Monthly/Bi-Monthly Consumption Bill as raised by DMRC before the last date mentioned in such Monthly/Bi-Monthly Bill. **Licensee shall provide Test Report/ Calibration Report in regard to Energy Meter installed. DMRC may ask Licensee to recalibrate the Energy Meter whenever considered necessary by DMRC.**
5. That all or any taxes/duties, as may be levied on the supply of electricity to the Applicant by DMRC, shall be paid and borne by the Applicant.
6. That the Applicant agrees that DMRC would accept an application from the Applicant for reduction in load only after two years from the original sanction. All applications for load enhancement by the Applicant would be dealt by DMRC as a new connection and DMRC would follow the procedure as in the case of a new connection.
7. That DMRC shall have the right to recover the fixed charges due as per applicable tariff for the remaining contracted period in case the contract is terminated prior to the expiry of the contracted period.
8. That all the electrical work done within the Applicant's premises including wiring, power outlets and gadgets are used and maintained properly for guarding against short circuits/fires and are as per the Indian Electricity Rules, 1956 and other applicable laws, statutory provisions and standards in force at the time, and indemnify DMRC against any loss accrued to the Applicant on this account. Further, the Applicant agrees that if there is any harm/loss to the property of DMRC or to any other third party due to fault in the electrical work, outlets or apparatus within the premises of the applicant, all the loss shall be borne by the Applicant.
9. To pay DMRC all costs and expenses that DMRC may incur by reason of a fresh service connection being given to the Applicant.
10. To indemnify DMRC against all proceedings, claims, demands, costs, damages and expenses that DMRC may incur by reason of a fresh service connection given to the Applicant.
11. To be bound by DMRC's conditions of supply, the provisions of Delhi Electricity Reform Act, 2000, all Regulations framed by the Delhi Electricity Regulatory Commission including but not limited to Delhi Electricity Regulatory Commission (Performance Standards-Meeting & Billing), Regulations, 2002, Tariff Orders, and any other law, if and as amended and applicable from time being in force.
12. That DMRC shall not be responsible for any interruption/diminution of supply.

- 13.0
- 13.1 **Licensee will have to provide a Low voltage switch-board with MCBs & ELCB's of required capacity with** Electronics Static Energy Meters having **provision of MDI, TOD etc. of required capacity at his cost** conforming to relevant BIS standards and of L&T/Havells or similar make along with test certificate shall be arranged by the applicant. The meter shall be installed and sealed by DMRC, either within the premises of the applicant or at a common meter room/board. Applicant shall not tamper with or disturb the meter in any manner whatsoever, and shall be responsible for its safety.
- 13.2 DMRC shall provide supply, if available, at one fixed point as per DMRC plan. All cabling work to tap off the supply from the fixed point and to avail it within his premises shall be done by the applicant **by carrying out G.I. conduit wiring cabling. Licensee shall use FRLS copper cable, which will be taken inside a GI rigid conduit pipe. The GI rigid conduit pipe shall be suitably clamped and earthed as per DMRC's requirement.** Approval to the layouts/ schemes/ details shall be taken from DMRC O&M wing.
- 13.3 **Licensee will also do wiring within his shop/stall/kiosk by using GI conduit or fire resistance PVC casing/caping. The Licensee shall use FRLS copper wire of the required size (the wiring scheme, the type of wiring, size of wires, various loads, plug point, light, fan etc. shall be as per DMRC's approval).**
- 13.4 Only FRLS cable of required size shall be used for tapping off supply from DMRC fixed supply to licensee premises.
- 13.5 DMRC will provide Power Supply of single phase, 230V, 50Hz for a max. connected load up to 10kVA, Electrical load requirement exceeding 5 kVA will be given on 3-phase, 415V, 50Hz subject to availability.
- 13.6 Licensee shall be given only normal power supply available in station premises. Licensee may use suitable voltage stabilizers and power factor correction equipment as per his requirement.
- 13.7 DMRC shall not be providing any standby power supply from station DG set or UPS.
- 13.8 Licensee shall not be permitted to use any standby Diesel Generator Sets. Licensee will only be the permitted to use standby UPS/Inverter System with maintenance free battery. The Load of such standby UPS/Inverter system will also be taken as a part of total connected load.
- 13.9 The Total Demand Load & Total Connected load shall be treated as same. Licensee will have to pay applicable demand charges as per the Total Connected load only.
- 13.10 Licensee shall use Energy efficient lighting & shall provide proper Lighting fixtures, Lamps, Electronic Ballast etc. Licensee shall provide uniform & good illumination level not less than 100 Lux in any case.
- 13.11 Licensee shall use reputed Brand/make Electrical wiring and switch gear items. The entire work shall be carried by the Electrical Contractor/agency at Licensee's cost. DMRC's representative may inspect and supervise the work.
- 13.12 Licensee shall provide proper Earthing connection as per the applicable standards and shall terminate the same to the DMRC's Distribution Board or to any other place as directed by the DMRC.
- 13.13 Licensee will not be allowed to provide Room Heating appliance of any kind.
- 13.14 The power shall be supplied normally at the rate of 0.5 KVA/sq. m. of space licensed out. Minimum load to be given shall be 2 KVA on which the demand charges as applicable shall be paid by the Licensee. Additional power up to 5 KVA on single phase and there after on three phase system if required by the Licensee will be supplied subject to availability at an additional cost and conditions to be stipulated by DMRC.
- 13.15 In case, Licensee draws power more than the connected load, his electricity connection shall be disconnected. The electricity connection will be provided back on first occasion only when Licensee pays necessary penalty as per DERC norms and removes excess load. On the subsequent occasion, DMRC reserves the right to revoke the license and forfeit the interest free security deposit.
- 13.16 In case, the Licensee is found mis-using Electricity or tampering with the Energy meter, a token penalty of `1000/- will be charged from him along with disconnection of power supply. Reconnection of power supply will be done only after charging `100/- as reconnection fee and clearance of all dues duly obtaining approval of Competent Authority of DMRC.
14. That the Applicant shall have no objection at any time to the rights of DMRC to supply energy to any other consumer from the service line or apparatus installed on the Applicant's premises.
15. That the supply shall be used for the purpose that it has been sanctioned by DMRC and shall not be misused in any way to serve any other purpose.
16. That the supply shall not be extended/sublet to any other premises.
17. That the Applicant's industry/trade has not been declared to be obnoxious, hazardous/pollutant by any Government agency and that no court orders are being infringed by grant of applied electricity connection at the Applicant's premises.
18. That DMRC shall be at liberty to adjust the electricity consumption charges along with any other charges against the consumption deposit paid by the Applicant , in the event of termination of the agreement prior to the expiry of the contracted period or in case of any contractual default.
19. That DMRC shall be at liberty to transfer the dues remaining unpaid by the Applicant, after adjusting the advance consumption deposit, to other service connection(s) that may stand in the Applicant's name.
20. To allow clear and unencumbered access to the meters for the purpose of meter reading, maintenance, inspection, checking, testing, etc.
21. That DMRC shall be entitled to disconnect the service connection under reference in the event of any default and/or non-compliance of statutory requirements and/or in consequence of a legally binding order by statutory authority (ies)/Court of Law, without prejudice to the DMRC's rights to exercise its rights under law including that of getting its due

payments as on the date of connection. The Applicant undertakes to pay penalty imposed by DMRC on its own discretion for the damages caused to the leased property on account of any default or non-compliance of any statutory requirements.

- 22. That all details furnished in this Requisition form are true to the Applicant's knowledge. If any information is found incorrect at a later date, the company will have the right to withhold /disconnect supply, as the case may be, and forfeit the advance consumption deposit.
- 23. The applicant acknowledges and accepts that the relationship of the applicant with DMRC is not that of a consumer and a licensee but that of a commercial arrangement where the applicant has taken on lease/license a premises of DMRC and the Electricity connection is being provided as a part of the above arrangement.

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

Signature of Applicant

(Full name)

Date :

Place:

Signed and delivered in the presence of:

Witness:

1. Signature _____
Full Name _____
Complete Address _____
Phone No. _____

2. Signature _____
Full Name _____
Complete Address _____
Phone No. _____

Electrical Installation Test Report

Name & Address of the Licensee :

Location :

Shop/Kiosk/Stall No. :

Connected Load :

Energy Meter S. No. & Make :

(Manufacturer's test report is to be enclosed)

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

I will be responsible on behalf of Licensee for non-compliance of any of the above.

DRAFT 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 Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi-110001, which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns;

WHEREAS:

1. DMRC intends to undertake the development of bare & potentials spaces to be identified by the Licensee and approved by DMRC within Sixteen (16) stations, Fourteen (14) in Inderlok - Mundka section & Two (2) in Ashoka Park – Kirti Nagar section including Two (2) outside stations in Ashoka Park – Kirti Nagar Section of MRTS PH-II through commercial advertisement, with a total area of approximately 3304 Sq.m. (i.e.200 Sq.m per inside station and @ 52 sq.m per outside station) on license basis (hereinafter referred to as the 'Project'). This license is for a period of Five (5) years from commencement date of license. After the expiry of the license period, the sites with the Advertisement panels fabricated, Installed, Commissioned and maintained by the licensee will automatically become the property of DMRC without any obligation on DMRC to pay or adjust any consideration or any other payment to the licensee. DMRC had invited proposals for selection of licensee through its tender notice dated **25/11/2011**.
2. The bid submitted by the **M/s XXXXXXXXXXXXXXXX** having its registered office at Delhi has been accepted by DMRC.
3. As per the terms of the above-mentioned license Agreement, the licensee is required to fabricate, Install, Commission, Maintain, manage and license the use of the advertisement panels/spaces in the Specified approved Areas within Sixteen (16) stations, Fourteen (14) in Inderlok - Mundka section & Two (2) in Ashoka Park – Kirti Nagar section including Two (2) outside stations in Ashoka Park – Kirti Nagar section of MRTS PH-II for purposes specified in the license Agreement for the duration of the license Period.
4. The licensee is also required to make the payments to DMRC for the advertisement rights at the approved spaces within Sixteen (16) stations, (Fourteen (14) in Inderlok - Mundka section & Two (2) in Ashoka Park – Kirti Nagar section including Two (2) outside stations in Ashoka Park – Kirti Nagar section of MRTS PH-II.
 - 4.1 The licensee is required to deposit **XXXXXXXX/- (XXXXXXXXXXXX only)** in form of interest free security deposit. The said sum may be paid 50% in the form of cash and 50% in the form of aforesaid bank Guarantee.
 - 4.2 Payment of charges for energy, and other utility services to the extent provided by DMRC.
5. The licensee shall also:
 - Bear and pay all expenses, costs and charges incurred in the fulfilment 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/ license 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 **XXXXX/- (XXXXXXXXXXXX only)** 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 `XXXXXXXX/- (XXXXXXXX only) for the first year of the license.

NOW, THEREFORE, THIS BANK GUARANTEE WITNESSETH AS FOLLOWS:

1. The Guarantor, as primary obligor shall, without demur, pay to DMRC an amount not exceeding `XXXXXXXX/- (XXXXXXXX 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 Bank Guarantee 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 honoured 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, 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 unrealised.
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 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
11. This guarantee shall come into effect forthwith and shall remain in force upto XX/XX/2012 or the extended period if any and shall not be revoked by the Guarantor at any time without DMRC's prior consent in writing.
12. Unless a demand or claim under this guarantee is made by the DMRC in writing on or before XX/XX/2012 all the rights of the DMRC against Guarantor shall be forfeited and guarantor shall be relived and discharge of all liabilities here under.

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

Signed and Delivered by _____ Bank

by the hand of Mr. _____,
its authorised official.