

# NEW DELHI MUNICIPAL COUNCIL



Request for Proposal for  
Exclusive Co-Branding  
AND  
Advertisement Rights at  
Selected subways of  
NDMC

New Delhi Municipal Council  
Palika Kendra  
Sansad Marg  
**New Delhi-11 00 01**  
**India**

Bid Document for  
Proposal for Exclusive Co-Branding  
And Advertisement Rights  
At Selected Subways of NDMC

Name and address of the Bidder to whom issued:

.....

.....

Date of issue.....

Issued by.....

Cost of RFP document: Rs.5,000/-(Rupees Five Thousand only), which is non-refundable.

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NDMC may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP document before the last date of bid submission.

The issue of this RFP document does not imply that NDMC is bound to select an Applicant or to appoint the selected Applicant or Concessionaire, as the case may be, for the Project and NDMC reserves the right to reject all or any of the Applicants or Bids without assigning any reason whatsoever.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by NDMC or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Applicant and NDMC shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

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## 2. Definitions

- a) **“Advertisements”** or **“Advertising”** means display of any advertisement material including pictures, printed material, electric / electronic media, smart posters, product display, holographic images, audio-visual display or any other Innovative advertising media, etc. which are not objectionable or prohibited under various statutes, codes, policies, etc. and approved/accepted by NDMC.
- b) **“Advertising Tax”** means any amount payable to local government authorities as a result of public display of commercial messages or any other advertisement campaign.
- c) **“Agreement”** means the License Agreement to be executed between NDMC and the selected bidder.
- d) **“Applicable Laws”** means all laws, brought into force and effect by Govt. of India, State Governments, local bodies and statutory agencies and rules / regulations / notifications issued by them from time to time. It also include judgments, decrees, injunctions, writs and orders of any court or judicial authority as may be in force and effected from time to time.
- e) **“Bidder”** means any entity which is registered sole proprietorship firm, a partnership firm or a company having registered office in India, or a combination of above in the form of Consortium, etc. which is submitting its bid pursuant to RFP Documents.
- f) **“Bid Security”** means the refundable amount to be submitted by the Bidder along with RFP documents to NDMC
- g) **“Commencement Date”** means the date of commencement of License Agreement which shall commence after 30 days of issue of Letter of Acceptance , as defined in RFP document.
- h) **“License”** means the Co-Branding activities granted by NDMC to the Licensee at Subways under terms and conditions of the License Agreement.
- i) **“Licensee”** means the Selected Bidder, who has executed the License Agreement with NDMC pursuant to the conclusion of the bidding process.
- j) **“License Fee”** means the amount payable by the Licensee to NDMC as per terms and conditions of the License Agreement.

- k) **“License Period”** means a period of 05 years to be reckoned after 30 days of issue of Letter of Acceptance/Award or actual date of handing over of the subway, whichever is later.
- l) **“NDMC”** mean New Delhi Municipal Council.
- m) **“Interest Free Security Deposit/ Performance Security”** means interest free amount to be deposited by the Licensee with NDMC as per terms and conditions of License Agreement as a security against the performance of the License agreement.
- n) **“Places available for advertisement” or “Advertising Spaces”** means premises at selected Selected NDMC Subways where Co-Branding activities including Advertisement Rights are proposed to be granted as per terms and conditions of the agreement.
- o) **“Selected Bidder”** means the bidder who has been selected by NDMC, pursuant to the bidding process for award of License.
- p) **“Co-Branding ”**mean the right assigned to the Licensee to only suffix and prefix any brand name with the name of licensed Subways along with other rights in accordance with terms & conditions of the agreement.

### 3. NOTICE INVITING TENDER

- 3.1. NDMC invites Bids as per the “Two Bid” system with technical and financial bids sealed separately from interested parties. The Bidder must be an entity which is Registered as Sole Proprietorship Firm, a Partnership Firm or a Company or a combination of above in the form of Consortium having registered office in India. Banker’s Cheque/Demand Draft NDMC shall receive Bids pursuant to this RFP document, in accordance with the terms set forth herein as modified, altered, amended and clarified from time to time by NDMC. Bidders shall submit bids in accordance with such terms and conditions on or before the date specified in this document. Bidders are advised to visit the subways / site and familiarise themselves with various arrangements and all activities necessary in this regard.
- 3.2. Request for Proposal Document (non-transferable) can be downloaded from the web site [www.ndmc.gov.in](http://www.ndmc.gov.in) Cost of RFP Document (Non-refundable) is Rs.5,000/-. RFP document cost shall be submitted in the form of Demand Draft / Banker Cheque drawn on any Indian Scheduled bank/ Indian Branch of foreign bank in favour of “Secretary, New Delhi Municipal Council” payable at New Delhi.
- 3.3. Bidder shall submit bid document along with bid document cost and Bid Security. The bidder shall specifically quote the name of the subways for which the bidder is submitting the bid document. However, bid document cost amounting to Rs. 5,000/- shall only be payable irrespective of whether the bidder submits the bid for one subway or more. The subway-wise details of EMD/Bid Security for each subway/location for Co-Branding is as follows:

S. No.	Name of Subway	Location	Bid Security/ EMD (in Rs.)	Area inside the subway	Area outside the staircase/ escalators	Total
1.	Sansad Marg Subway	Near Sansad Marg	Rs.6.00 lakhs	2453.0 Sq. Feet	134.28 Sq. Feet	2587.28 Sq. Feet



2.	Janpath Subway	Near Janpath Market	Rs.6.00 lakhs	2801.0 Sq. Feet	392.74 Sq. Feet	3193.74 Sq. Feet
3.	K.G. Marg Subway	On K.G.Marg	Rs.6.00 lakhs	2120.0 Sq. Feet	304.62 Sq. Feet	2424.62 Sq. Feet
4.	Barakhamba Subway	Behind Statesman House	Rs.6.00 lakhs	2358.00 Sq. Feet	561.13 Sq. Feet	2919.13 Sq. Feet
5.	Super Bazaar Subway	On Super Bazaar	Rs.6.00 lakhs	611.0 Sq. Feet	255.00 Sq. Feet	866.0 Sq. Feet

**\*Bidders submitting bids for more than one subway shall be required to submit bid security/EMD for each subway at Rs. 6.00 lakhs/subway.**

3.4. Addendum/Corrigendum, if any, will be placed on our website only time to time. RFP/DLA document can also be downloaded from the website [www.ndmc.gov.in](http://www.ndmc.gov.in) and may be submitted along with document cost at the time of submission of RFP bids along with bids for each subway. Late/ delayed RFP received after the stipulated date and time of submission of RFP shall be rejected out rightly.

**3.5. Schedule of Bidding Process for RFP**

1.	Sale of Tender Document	From <u>11.01.17</u> to <u>27.01.17</u> (up to 15:00 hrs) on website <a href="http://www.ndmc.gov.in">www.ndmc.gov.in</a>  For further information in this regard bidders are advised to contact on Tele No:-011-23742694.
2	Cost of Tender Document (Non-Refundable)	Non-refundable Rs.Five Thousand only (Rs.5000/-)Cost of Tender Document shall be acceptable in the form of Demand Draft / banker's Cheque in favour of Secretary, NDMC." payable at New Delhi (To be placed in the first sealed cover containing Technical Bids).

3.	EMD/Bid Security	Rs. 6,00,000/- lakhs (Rupees Six Lakhs only) per subway, in the form of a Demand Draft / Banker's Cheque only in favour of Secretary, NDMC." payable at New Delhi (To be placed in the first sealed cover containing Technical Bids).
4	Pre-Bid meeting	On <u>19.01.2017</u> at 11:00 hrs at Council Room, 3 <sup>rd</sup> Floor, NDMC, Palika Kendra ,New Delhi
5	Last Date of receipt of written queries(if any) by NDMC	19/01/2017 (till 17:30 hrs), can be e-mailed to: <a href="mailto:director.accounts@ndmc.gov.in">director.accounts@ndmc.gov.in</a>
6	NDMC's response to queries by	23/01/2017
7	Time of submission of Bids	27/01/2017 (till 1600hrs)  In the Room of Director (Accounts), Room No. 6011, Palika Kendra, Sansad Marg, New Delhi-110001.
8	Date & Time of Opening of Technical Bids	27/01/2017 at 16:30 hrs.
9	Validity of Bid	Up to 180 days from the last date of submission of tender.

3.6. **Schedule of Various Stages:** The License shall follow the following time lines:

S. No.	Stage of activity	Time period
1.	Payment of 1 <sup>st</sup> quarterly instalment of License Fee	Within 30 days of issue of Letter of Acceptance.

	as per schedule given in RFP and Interest Free Security Deposit/ Performance Security to NDMC by Licensee	
2.	Subways to be handed over to Selected Bidder	Within 7 days of making the due payments in accordance with LOA/RFP.
3.	Signing of License Agreement	Within 10 days after date of handing over of the Subway(s).

### 3.7 Eligibility Criteria:-

(a) The Bidder must be an entity which is registered as Sole Proprietorship Firm/Partnership Firm/Consortium or a Company having registered office in India or a combination of above in the form of Consortium.

(b) Bidders shall have a minimum annual average Gross turnover of Rs. 2.00 Crores (i.e aggregate of Rs.6.00 Crores) in last 3 (three) audited financial statements/ years[i.e. 2013-2014, 2014-2015, 2015-2016] certified by a Chartered Accountant with stamp and signature. Here, gross turnover shall mean turnover from all sectors(s) of business(es). The bidder shall upload audited financial statements including profit-loss account of above mentioned last three financial years.

In case audited balance sheet of the last financial year is not made available by the bidder, they have to submit an affidavit along with certificate from chartered accountant certifying that "The balance sheet for 2015-2016 has actually not been audited so far". In such a case the financial data audited for the financial year 2012-2013, 2013-14 & 2014-15 shall be submitted, which will be taken into consideration for evaluation.

If audited balance sheets of last three preceding years other than the last financial year are not submitted, the bid shall be considered as non-responsive and shall not be evaluated.

In case of a Bid by a Consortium of firms, following shall be abided by their members:

- (i) For the purpose of evaluation of the consortium, each member's contribution towards the turnover shall be considered in the same ratio of their equity participation in the consortium. (Illustration: Say If "A" and "B" are two members of Consortium. "A" is having 70% equity holding in Consortium and "B" is having 30% equity holding in Consortium. In such a condition, 70% of "A" 's total turnover and 30% of "B" 's total turnover will be taken into consideration for evaluation of eligibility of the consortium).
- (ii) The Lead Member of the Consortium shall maintain a minimum percentage share of 51% of the aggregate shareholding of the Consortium during full tenure of License Agreement.

- (iii) Any change in percentage stake of Consortium members without prior written approval of NDMC shall be treated as Material Breach of Contract and Licensee's Event of Default entitling NDMC to encash Security Deposit/Performance Security and /or to terminate the License Agreement after 30 day notice.
  - (iv) Minimum percentage stake of any member in Consortium during license period (including lock-in period) shall not be less than 15%.
  - (v) Partners having less than 26% participation shall be considered as non-substantial partner and shall not be considered for evaluation which means that their eligibility shall not be considered for evaluation of Consortium.
  - (vi) All members of such entity shall be jointly and severally liable for the due performance of License agreement.
- (b) NDMC will adopt "Two Bid" System to select suitable highest Bidder to grant Licensee for Co-Branding at the selected subways.
- (c) The Bidders shall submit along with the RFP Application EMD/ bid security as applicable for each of the number of subways for which the bids is being submitted/ participated as per details of EMD/Bid Security for each location/subway as detailed under clause 3.3 of the RFP document. The payment shall be made in the form of a Demand Draft/ Pay Order drawn on any Indian Scheduled bank/ Indian Branch of foreign bank in favour of "Secretary, New Delhi Municipal Council" payable at New Delhi. The Bid shall be summarily rejected if it is not accompanied with valid bid security of appropriate amount. The EMD/Bid Security of the selected Bidder shall be adjusted against the Interest Free Security Deposit/Performance Security. The EMD/Bid Security of unsuccessful bidders shall be refunded after award of contract, without considering any interest, thereof. If the bidder withdraws its bid at any stage, the Bid Security amount of the bidder shall be forfeited by NDMC.
- d) Bidders are expected to carry out extensive survey of NDMC premises and

analysis at their own cost, before submitting their respective Bids for award of the License Agreement. NDMC shall provide necessary permission and assistance to the prospective Bidders in this regard.

- e) The tenderers may obtain further information/ clarification, if any, in respect of these tender documents from the office of Director(Accounts),NDMC, Room No. 6011, Palika Kendra, Sansad Marg, New Delhi -110 001.
- f) Late tenders (received after date and time of submission of bid) shall not be accepted under any circumstances.
- g) NDMC reserves the right to accept or reject any or all proposals without assigning any reasons. No tenderer shall have any cause of action or claim against the NDMC for rejection of his proposal.
- h) The bidders are advised to keep in touch with NDMC website [www.ndmc.gov.in](http://www.ndmc.gov.in) for updates.
- i) In case of any grievances/complaints regarding this tender, please contact:

Director (Accounts)  
Room No.6011, Palika Kendra,  
Parliament Street,  
New Delhi-110001  
Email ID:- [director.accounts@ndmc.gov.in](mailto:director.accounts@ndmc.gov.in)

**C. PREPARATION OF BIDS**

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Bidder should go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

**4. General Instructions to Tenderers :**

4.1 The Bid should be furnished in the formats mentioned at Annexure 2 to 7, clearly providing the details for fulfilling Eligibility Criteria. The Tender documents shall be signed by the Authorised Signatory. The Bidder shall submit all requisite documents as per 4.6 of RFP, along with Tender documents (i.e NIT, RFP, DLA, corrigendum/Addendum etc.).

4.2 Bidders are required to deposit non-refundable Cost of Tender Document (as specified in Notice Inviting Tender) through Demand Draft/Pay Order drawn in favour of "Secretary, NDMC." payable at New Delhi.

4.3 EMD/Bid Security:-

a) Bidders are required to deposit refundable EMD/Bid Security (as specified in Notice Inviting Tender) for each of the subways for which Bid is being submitted along with its Bid. The Bid Security shall be acceptable in the form of Demand Draft/Banker Cheque in favour of "Secretary, NDMC" payable at New Delhi.

b) The Demand Draft/Banker Cheques for Tender Cost and Bid Security shall be submitted alongwith the technical bids in the first envelope.

(c) The Bid shall be valid for a period not less than 180 days from bid due date.

(d) The Bid Security of unsuccessful bidders shall be refunded after award of License, without considering any interest thereof. The Bid Security of the Successful Bidder shall be adjusted against the Interest Free Security Deposit/Performance Security.

d) If the Successful Bidder withdraws/alter their Bid at any stage, their EMD/Bid security shall be forfeited by NDMC.

4.4 Bid Variable: The Bidder shall submit the financial quote (BOQ) which would comprise of the rate of annual license fee "X" in the bid form in both words as well as figures (format given in Annexure-6). There will be a single quote for each subway.

4.5 The bid should be submitted by the Bidders as per the "Two Bid" system with technical and financial bids sealed separately. The Bidder should be put these two



sealed envelopes in a bigger envelope duly sealed which should be tendered in the Tender Box on or before the stipulated date of submitting the Bids. The Technical Bid shall include the details for fulfilling Eligibility criteria as laid down in this tender document. The Financial Bid (BOQ) shall include the financial offer of the Bidder in the manner prescribed in Annexure 6 of this RFP document. Both the Technical Bid and Financial Bid shall be submitted by the Bidder, by the same due date as mentioned in the Tender Document. The offer of Bidder, who does not fulfil the Eligibility criteria, shall be summarily rejected.

4.6 Technical Bid: The Bidder shall on or before the date and time given in the Notice of Invitation to Tender, submit its offer. The Bidder shall submit following documents in Technical Bid-

- a) Tender Document Cost DD/Banker Cheque
- b) Bid Security DD/Banker Cheque
- c) Annexure-2 (On Official Letter-head of the Bidder)
- d) Annexure-3
- e) Annexure-4
- f) Annexure-5
- g) In addition a declaration by the bidders as per Annexure -7 must be submitted stating that the tender document has been downloaded from official website of [www.ndmc.gov.in](http://www.ndmc.gov.in) and no changes, what so ever, has been made by the bidder. Bids received without the declaration are also liable to be rejected at any stage.
- h) Attested copies of Memorandum and Articles of Association in case of companies or bodies corporate and copy of Partnership deed in case of the Partnership Firm.
- i) Self attested copies of the PAN Card and Service Tax Registration Certificate (of lead member in case of Consortium). In case any or all of the provisions mentioned above are not applicable, the Bidder should give a declaration to that effect. Non submission will not be considered as exemption.
- j) Copies of (duly audited and certified by a chartered Accountant) Profit and Loss Account/Balance Sheet (of last three consecutive years, as mentioned in

Eligibility criteria of the tender document), the sole proprietor concern or a partnership firm, Annual Report in case of a company as per the companies Act.

- k) Copy of the complete Tender Document including NIT, Request for proposal, Draft License Agreement and Addendum/Corrigendum (if any) duly signed and stamped on each page by authorized representative of the Bidder as acceptance of terms and conditions given thereof.

4.7 Financial Bid:- There shall be a single financial quote in Annexure-6 for each subway for which the bid is made, in the format mentioned in BOQ. The bidder shall quote the single Bid Variable for both Branding and Advertisement space fixed for each subway(subject to a maximum space as mentioned in Annexure-1 alongwith exclusive Co-branding for the selected subway by prefix/suffix of the brand name with the subway name

The single rate quoted for above advertisement and Co-Branding spaces shall constitute the Annual License Fee & the Bid/offer for a subway. The quote shall be as rate of "Annual License Fee " in the Financial Bid form in both words as well as figures as given in Annexure-6. . List of subways detailed in Annexure-1

4.8 The documents including this Tender Document and all attached documents, provided by NDMC shall remain and become the property of NDMC and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid. The Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this clause shall also apply mutatis mutandis to Bids and all other documents submitted by the Bidders, and NDMC shall not return to the Bidders any Bid, document or any information provided along therewith.

4.9 Cost of Bidding: The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. NDMC shall not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

- 4.10 Site Visit : Interested parties are requested to visit the site before submitting the Bids and should become well conversant with the site and other details.
- 4.11 Pre-Bid Conference: - The date and time for Pre-Bid conference of the Bidders has been notified in Notice Inviting Bid/Tender. During course of Pre-Bid conference, the participants may seek clarifications and put suggestions for considerations. NDMC shall endeavour to provide clarifications and such further information as it may consider appropriate and valuable suggestions shall be deliberated upon by NDMC. NDMC's point of view/response to queries shall be uploaded on website. Please note that individual communication shall not be issued to any participant.
- 4.12 It shall be deemed that by submitting a Bid, the Bidder has:
- a) made a complete and careful examination of the bidding documents;
  - b) received all relevant information from NDMC;
  - c) accepted the risk of inadequacy, error or mistake in the information provided in the tender documents or furnished by or on behalf of NDMC relating to any of the matters referred to in TENDER document;
  - d) satisfied itself about all matters, things and information herein above necessary and required for submitting an informed Bid, execution of the License Agreement in accordance with the bidding documents and performance of all of its obligations there under;
  - e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the tender documents or ignorance of any of the matters hereinabove shall not be a basis for any claim for compensation, damages, claim for performance of its obligations, loss/ profits, etc. from NDMC, or a ground for termination of the License Agreement by the Licensee;
  - f) acknowledged that it does not have a conflict of interest; and
  - g) Agreed to be bound by the undertakings provided by it under and in terms hereof.
- 4.13 NDMC shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating

to the Tendering Process, including any error or mistake therein or in any information or data given by NDMC.

4.14 Verification and Disqualification: NDMC reserves the right to verify all statements,

information and documents submitted by the Bidder in response to the Tender Documents and the Bidder shall when so required by NDMC, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by NDMC shall not relieve the Bidder of its obligations or liabilities hereunder nor shall it affect any rights of NDMC there under. The bidder may be asked to explain the rationality of the quoted rates.

4.15 Amendment of Tender Document:

- a) At any time prior to the Bid due date, NDMC may, for any reason, modify the Tender Document by the issuance of Addendum/ Corrigendum.
- b) Any Addendum/Corrigendum issued hereunder shall be uploaded on NDMC official website i.e. [www.ndmc.gov.in](http://www.ndmc.gov.in)
- c) In order to provide the Bidders a reasonable time for taking an Addendum into account, or for any other reason, NDMC may, in its sole discretion, extend the Bid Due Date.
- d) The Bidders are requested to get in touch with official website of NDMC i.e. with [www.ndmc.gov.in](http://www.ndmc.gov.in) for all updates on the Tender Document such as addendums, replies to queries, postponement of Bid schedules, etc. No claims or compensation shall be entertained on account of the Bidder having not read/noticed the updates, etc

4.16 Preparation and Submission of Bids

- a) Format and Signing of Bid: The Bidder shall provide all the information sought under this Tender Document as per the format.
- b) The Tender Document Cost & Bid Security must be submitted with NDMC in form of

Demand Draft or Pay Order as per stipulated date & time as specified in Notice Inviting Tender.

- c) The Bidders have to produce the original documents as and when required by NDMC. The failure of the Bidder or Licensee to furnish the said original documents will empower NDMC to summarily reject their Bid.
- d) That the complete tender Document has been downloaded.
- e) In case of any correction/addition/alteration/omission in the Tender Document as made available by NDMC, is observed at any stage, the bid shall be treated as non-responsive and shall be summarily rejected.

4.17 Late Tenders: Tenders have to be submitted before the due date and time of tender submission. The tender security/EMD and cost of tender documents shall be submitted in physical form to office of: Director (Accounts) Room No.6011, Palika Kendra, Parliament Street, New Delhi-110001 upto the specified time & date. It shall be the responsibility of the bidder to ensure that their EMD/Bid security along with cost of tender documents reaches the designated officer before the dead line for submission. Tenders document cost & EMD/Bid Security received after due date and time of submission of Bid shall not be accepted. NDMC will not be responsible for any delay, internet connection failure or any error in submitting the tender.

The tenderers are advised to submit their submissions well before the due date and time of tender submission to avoid any problems and last minute rush. NDMC shall not be responsible for tender security/EMD and tender cost being delivered to any other place / person in NDMC (like DAK section /Receipt section etc) other than the designated officer and in case does not reach the designated officer before the dead line for its submission. NDMC may, at its sole discretion, extend the deadline for submission of tenders by issuing an amendment, in which case all rights and obligations of NDMC and the Tenderer previously subject to the original deadline will thereafter be subject to the deadline as extended. Notwithstanding anything contained in this Tender document, NDMC reserves the right to accept or reject any Bid offer and to annul the Bidding Process and reject all Bid offers, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefore.

- 4.18 Modification, Substitution and Withdrawal of Tenders: A tenderer may withdraw, substitute, or modify its tender before it has been submitted. No bid shall be modified or withdrawn by the Bidder after the date of submission. Withdrawal of tender during the interval between date of tender submission and expiration of the Tender Validity Period would result in forfeiture of the EMD.
- 4.19 Confidentiality: Information relating to the examination, clarification, evaluation, and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising NDMC in relation to or matters arising out of, or concerning the Bidding Process. NDMC shall treat all information, submitted as part of Bid, in confidence and shall require all those who have access to such material to treat the same in confidence. NDMC may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or NDMC or as may be required by law or in connection with any legal process.
- 4.20 All information covering the purpose of the license, details of space available etc. may be downloaded from the [www.ndmc.gov.in](http://www.ndmc.gov.in)
- 4.21 This Tender Application Form does not purport to contain all the information that each Applicant may require. Applicants are requested to conduct their own investigations, site visit and analysis and to check the Accuracy, reliability and completeness of the information in this Tender Application Form before participating in the tender process. NDMC. makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the Tender Document. Information provided hereunder is only to the best of the knowledge of NDMC. Applicants are required to read carefully the contents of this document & to provide the required information. Applicants may be single firms or may be members of a consortium.
- 4.22 It shall be noted, that NDMC will not discuss any aspect of the selection process. However, NDMC may display name of successful Tenderer on NDMC"s website. Copy of Letter of acceptance awarded to the successful tenderer will be E-mailed to them directly. Applicants will deem to have understood and agreed that no

explanation or justification of any aspect of the selection process will be given by NDMC and that NDMC's decisions are without any right of appeal/litigation, whatsoever. Applicants are advised that the selection process will be entirely at the discretion of NDMC.

4.23 For any query from Applicants, NDMC reserves the right not to offer clarifications on any issue raised in a query or if it perceives that the clarifications can only be made at a later stage, it can do so at a later date. No extension of any deadline will be granted on that count or grounds that NDMC have not responded to any query or not provided any clarification. Applicants may clearly note the date and time of uploading of Tender. No late or delayed Tender will be accepted. However NDMC may ask for any supplementary information, if deemed so.

4.24 Applicants will not be considered if they make any false or misleading representations in statements/ attachments. If any submission is found false or misleading even at later stage (i.e. after the award of Tender) then also, NDMC may annul the award. Further, the Applicant may be blacklisted for participation in any future Tender of NDMC. In such a case NDMC shall forfeit the EMD (if any) and Security Deposit (if any) held with NDMC. The tenderers are required to download the addendum, post bid queries etc. from ndmc website [www.ndmc.gov.in](http://www.ndmc.gov.in)

4.25 The Tenderer shall, on or before the date and time given in the Notice of Invitation to Tender, submit his Tender.

In addition a declaration by the bidders as per Annexure -07 must be submitted stating that the tender document has been downloaded from official website of ndmc [www.ndmc.gov.in](http://www.ndmc.gov.in) and no changes, what so ever, has been made by the bidder. Bids received without the declaration are also liable to be rejected at any stage.

4.26 Tender Opening :- The tenders shall be opened by the opening committee on due date and time of tender opening. The tender EMD/Bid Security will be checked and details will be read out for the information of representative of tenderers. Technical package of those tenderers who have not submitted tender security shall not be opened. Tender which is accompanied by an unacceptable or fraudulent Tender Security/EMD shall be considered as non - compliant and shall be rejected. The Technical Package of all the tenderers shall be opened in the presence of

tenderers or their representatives who choose to attend on date & time as mentioned in tender document in the office. If such nominated date for opening of Tender is subsequently declared as a Public Holiday by the NDMC, the next official working day shall be deemed as the date of opening of Technical Package. The Tender of any tenderer who has not complied with one or more of the foregoing instructions may not be considered. The financial bid will be opened on a subsequent date after evaluation of technical packages. Financial packages of only those tenderers whose submissions are found substantially responsive and technically compliant as will be opened. The time of opening of financial package shall be informed separately to only the Tenderers who have qualified during Pre – Qualification and Technical evaluation stages and tenderers can be present to witness opening of Financial Package.

4.27 Evaluation of Financial Proposals NDMC shall open bid (Financial quote-BOQ) of all Tenderers who are eligible under the Eligibility criteria and have submitted substantially responsive Technical Tenders, in the presence of Tenderer's representatives who choose to attend at the address, date and time informed / specified by NDMC. The financial bids of the bidders shall be opened one at a time, reading out: the name of the Tenderer and whether there is a modification; the Tender Price(s), including any discounts and any other details as NDMC may consider appropriate. Only Financial Package read out and recorded during the opening of Price Tenders shall be considered for evaluation. No Tender shall be rejected at the opening of Price Tenders. The Tenderer's representatives who are present shall be requested to sign the record. The omission of a Tenderer's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Tenderers. The bidder who is technically eligible and quotes the highest amount of fixed Annual License Fee (i.e H1) for the particular subway shall be considered for granting of Branding/Advertising at that particular subway, after assessment by NDMC. Single financial quote as per format in BOQ, will be the criteria for Financial bid evaluation for each subway. If in case the quoted highest bids of two or more tenderers are equal then the agency having highest gross turnover from any business in the last three financial years shall be selected.



#### 4.28 Correction of Errors

Tenders determined to be substantially responsive will be checked by NDMC for any arithmetical errors in computation and summation during financial evaluation. Errors will be corrected as follows:

- a. Where there is a discrepancy between amounts in figures and in words, the amount in words will govern, unless the amount expressed in words is related to an arithmetical error, in which case the amount in figures shall prevail;
- b. if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.

If a Tenderer does not accept the correction of errors as outlined above, his tender will be rejected and the tender security forfeited. The tenderers are required to download the addendum, post bid queries etc. from [www.ndmc.gov.in](http://www.ndmc.gov.in). Any queries or request for additional information concerning this RFP Document shall be considered only if it is submitted in writing.

#### 4.29 Disclaimer

- a) This RFP is an invitation by NDMC to the Bidders for participation in the bidding process for selection of Licensee. This RFP is provided with information that may be useful to bidders in making their financial offers (Bids) pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by NDMC. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.
- b) Information provided in this RFP to the Bidder(s) is on a general range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. NDMC accepts no

responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

- c) NDMC may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP. NDMC, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise arising in any way for participation in this Bid Stage.
- d) The issue of this RFP does not imply that NDMC is bound to select a Bidder for the Exclusive Co-Branding and NDMC reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever. Bidders shall bear all its costs associated with or relating to the preparation and submission of its Bid. Bidders are expected to carry out extensive study and analysis at their own cost, before submitting their respective Bids for award of the License Agreement. Any queries or request for additional information concerning this RFP Document shall be considered only if it is submitted in writing.

**5. Scope of Exclusive Co-Branding and Advertisement Rights at Selected NDMC Subways**

5.1 Subways Available For Exclusive Co- Branding activities.

The following Five Subways are proposed to be given for Exclusive Co-Branding by NDMC.

<b>S. No.</b>	<b>Name of Subway</b>	<b>Location</b>	<b>Bid Security/ EMD (in Rs.)</b>	<b>Area inside the subway</b>	<b>Area outside the staircase/ escalators</b>	<b>Total</b>
1.	Sansad Marg Subway	Near Sansad Marg	Rs.6.00 lakhs	2453.0 Sq. Feet	134.28 Sq. Feet	2587.28 Sq. Feet
2.	Janpath Subway	Near Janpath Market	Rs.6.00 lakhs	2801.0 Sq. Feet	392.74 Sq. Feet	3193.74 Sq. Feet
3.	K.G. Marg Subway	On K.G.Marg	Rs.6.00 lakhs	2120.0 Sq. Feet	304.62 Sq. Feet	2424.62 Sq. Feet
4.	Barakhamba Subway	Behind Statesman House	Rs.6.00 lakhs	2358.00 Sq. Feet	561.13 Sq. Feet	2919.13 Sq. Feet
5.	Super Bazaar Subway	On Super Bazaar	Rs.6.00 lakhs	611.0 Sq. Feet	255.00 Sq. Feet	866.0 Sq. Feet

**Scope of Exclusive Co-Branding And Advertisement Rights of selected Subways & Conditions for Bidders**

5.1.1 The selected Bidder shall be permitted to undertake and have Co-Branding activities at the selected NDMC subways(s). The Licensee shall/can suffix or prefix the specified brand name with the Name of the Subway(s) i.e. the selected subway can be named as “[XYZ [Brand Name] or [Brand Name [XYZ]”]; whereas XYZ is the name of the selected subway. Individual names of any person or religious entity, political or of similar background shall not be permitted. Any such composite brand name may include the Co-Branding Partner’s Name in conjunction with other words, subject to prior written approval of NDMC. The prefixing and suffixing is to be done with a separate font/color/size as distinct from the NDMC signage at the said subway.

In addition to above, the following needs to be considered :

- a) The co-branding/advertisement should not be related to any activity which is considered unlawful/illegal as per the Indian law.
- b) The Co-branding/advertisement should also not promote liquor/alcohol based drinks or tobacco related products.

5.1.2 In addition to the above Co-Branding of name at the NDMC subway as prefix/suffix to the subway Name, the licensee shall be granted advertisement rights at the selected NDMC subway to design, procure / manufacture, install, manage, operate, maintain, market and sell advertising opportunities subject to the terms and conditions specified in the License Agreement and with prior approval of NDMC.

5.1.3 NDMC shall provide advertisement spaces as brought at Annexure-1 at the quoted rate of annual license fee at the selected subway. The licensee can utilize any format of advertisement including and not limited to backlit panels, scrollers, floor banding, roof branding, digital display, audio advertisement etc as indicated above at the selected subway with prior written approval from NDMC. NDMC shall provide maximum space as per Annexure-1 at each of the

selected subway and shall include the following:

- (a) all feasible spaces including staircases
- (b) product displays,
- (c) smart posters, visual display by electronic media,
- (d) projectors/holography or any other innovative advertisement media,
- (e) install digital advertisement panels in the form of LCD/LED panels, video walls or any similar format of advertisement
- (f) advertisement inventory may include smart posters, QR codes/graphics, canopy, audio advertisement etc.

5.1.4 The following activities shall also be permitted as a part of Co-branding and advertisement Rights:

- a) experimental marketing - canopy size(with prior permission and as per approved size/design) at one (01) location in each subway at a time,
- b) to advertise the e-commerce activities for generating business opportunities through on-line or off-line shopping,
- c) Branding of subway entrance in Brands color ,
- e) Refurbishment of subway exterior and interior(where ever permissible) in Brands colour scheme &theme besides the Brands name (suffixed/prefixed) with subway name,
- f) Brands advertisement on NDMC subway to give aesthetic and pleasing appearance to Brands ,
- g) Painting of beam / affixing of 3M vinyl pasting(wherever permissible) at subway to feel and look of Brand,
- h) carry out painting of subway,(wherever permissible) both inside as well as outside, in the Brand's color,
- i) install logo and neon sign on top of the entrance gate of the selected subway,
- j) floor or roof branding.

- 5.1.5 The licensee may be permitted to carry out the advertisements by way of integrating the subway signage's for the purpose of optimization of spaces inside subway, provided it is technically feasible and has been approved by NDMC.
- 5.1.6 The licensee shall be entitled, at his own cost, to prepare a scheme and undertake the theme, design, layout, color scheme / graphics and other features of the subway that may be required to customize for branding and imparting "Look and Feel" to the subway for the promotion of its brand, subject to prior written approval of NDMC. The plan should be in tune with and not disturb the aesthetics/look of the subway. The branding display plan hence prepared must be in compliance to technical parameters of Delhi Outdoor advertisement policy/any other relevant state policy/EPCA guidelines/Directives given by Hon'ble courts, or any other prevailing policy.
- 5.1.7 The licensee shall be permitted to use and display the logo of the brand at the selected subway. The licensee shall also be entitled to use logo or the brand name at the directional network signage at the selected subways.
- 5.1.8 During the currency of the license period, the licensee may be permitted to change the brand name at the subway, logo or modify the theme of the advertising inventory at its own cost after prior written approval from NDMC.
- 5.1.9 The Licensee shall have exclusive rights and obligations to perform as specified below:
- a) Preparation of an advertising plan which must clearly earmark exact locations and type of advertisement planned for each advertising site. NDMC shall consider the plan with respect to aesthetics, operational feasibility, and safety and security concerns, specifications of the paints and other materials used and other technical or operational considerations. If the part of master plan is not approved by NDMC, Licensee is required to submit revised plan for approval. All further modification/ revision to plan shall have to be got approved from NDMC by Licensee.
  - b) Designing of all advertising units / structures to complement subway architecture for advertising sites.
  - c) Operate, manage and maintain the entire advertisement plans.

- d) Create new innovative advertising opportunities at selected subways including Experiential Marketing, Product Displays, and advertisements by visual aids, smart posters for use in e-commerce for on-line or off-line shopping purposes, etc.
  - e) Obtain all approvals, permits, etc. from all competent and required authorities, including different tiers of government, statutory, local, civic authorities, etc. at its own cost.
  - f) Comply with all statutory requirements in connection with License Agreement.
  - g) Ensure regular and timely payments of all amounts due to NDMC and discharge all obligations as per License Agreement.
  - h) Payment of all statutory taxes, local levies, statutory dues, etc as and when due.
  - i) Licensee shall bear all the applicable taxes including service tax at prevailing rates. Any future revision in taxes shall also be borne by licensee.
  - j) The Licensee will be responsible for installation, operation, maintenance and removal of its assets, including but not limited to Advertisement panels, billboards, creative's, products etc. While NDMC shall provide security at subways, NDMC shall not be responsible for any vandalism, theft or damage to any advertisement panels or billboard or creative's or products or any other such thing put up by Licensee on the subway. The Licensee shall ensure that Subway building including walls, floor, roof etc. are not damaged in any manner and all installation, operation, maintenance and removal of advertisement billboards, creative's etc. shall be done after taking prior written permission of NDMC.
- .
- 5.2 The licensee shall submit the colouring scheme for the respective Subways within 15 days of date of LOA, to NDMC for approval so that further action on it can be taken. The colouring/white-washing/signages in this case shall be done by Licensee according to its approved specifications the cost of which shall be

borne by the licensee. If the licensee fails to submit the colouring/signage scheme within 15 days of date of LOA, NDMC shall be free to carry out the work as per its own plan so that the Handing Over of the subway (s) is not delayed. In that case the licensee can change the colour and naming signages later at its own cost without in any way affecting or disturbing the pace of work at the Subways so that the date of Handing Over of Sub-Way(s) is not delayed, after taking prior approval from NDMC. The licensee fee shall be charged from the date of Handing Over of the Subways in any case.



## **6 General Terms for Co-Branding and advertisement rights at Selected**

### **NDMC Subways:**

- 6.1 Subway(s) shall be handed over for exclusive Co-Branding and advertisement rights within 7 days from the date of receipt of full payment as stipulated in Letter of Acceptance. The License Period shall commence after 30 days of issue of Letter of Acceptance/Award of work. The License Agreement shall be executed by the Licensee within 10 days of handing over of subways.
- 6.2 Bid Variable: The bidder shall quote the Amount of fixed Annual License Fee in Rupees for Co-Branding for the Selected Subways in which the bidder is interested, as given in RFP/Annexure-6. If there is a discrepancy between words and figures, the amount in words shall prevail. If the bidder is not interested in any particular subway, the bidder shall write "Not quoted" in the bid form given in Annexure-6.
- 6.3 Schedule of Payment of LICENSE FEE: The licensee shall pay to the NDMC the License Fee per month for the group of Sub Ways handed over to the Licensee, payable in quarterly instalments in advance over the Agreement period. The Licensee shall pay to the NDMC license fee in quarterly instalments in advance payable by 10<sup>th</sup> day of first month of each quarter beginning on April, July, October and January during the Agreement period. The first quarterly instalment of Licence Fee for the due months & days shall be paid by the Licensee alongwith balance amount of Interest Free Security Deposit/Performance Security as per RFP within 30 days of issue of Letter of Acceptance/Award. The License Fee payable shall be increased by 5% (Five Percent) every year on the previous year license fee in subsequent years till end of the Agreement period.

Service tax at applicable rates (presently @ 15%) shall also be paid by the licensee to NDMC along with the above license fee. If at a later date due to revision of Govt. policy/legislation GST (Goods and Services Tax)/or any other tax becomes applicable, the same shall also apply to the contracts under this tender

and the licensee shall accordingly pay GST/or any other tax along with License fees.

- 6.4 The license fee to be paid as per above payment schedule is exclusive of all applicable taxes as per clause 8.3 to 8.6 which shall be payable by licensee along with the License fee.
- 6.5 The utility charges including consumption of electricity charges based on commercial rates, etc. shall also be payable by licensee to NDMC on commercial rates in addition to above in accordance with terms & conditions of the agreement.
- 6.6 The licensee shall preferably make payment of the license fee and other dues to NDMC by E-Mode i.e RTGS/NEFT for credit of the designated account of NDMC. after obtaining prior approval of NDMC and complying with the laid down procedure in this regard. The license fee may also be paid by DD/PO in favour of SECRETARY, NDMC. and payable at New Delhi and drawn on a scheduled commercial bank.

## 7. Interest Free Security Deposit / Performance Security

7.1 Interest Free Security Deposit / Performance Security: The Licensee shall pay Interest Free Security Deposit / Performance Security to NDMC in advance equivalent to the amount of fixed Annual (6 months) License Fee as bidden for each of the subway handed over. The EMD/Bid Security of the successful Bidders shall be adjusted against the interest free Security Deposit/Performance Security. The interest free Security Deposit/Performance Security shall be accepted in the following form:

7.1.1 Bank Draft/Banker's Cheque in favour of Secretary, NDMC., payable at New Delhi from a Scheduled Commercial Bank based in India, or

7.1.2 Fixed Deposit Receipt of a Scheduled Commercial Bank based in India and payable at New Delhi duly pledged in favour of Secretary NDMC, or

7.1.3 Irrevocable Bank Guarantee in the prescribed format (Annexure-1 DLA) Issued by Nationalized Bank or Scheduled Commercial Banks, acceptable to NDMC, from payable at branches located in Delhi/New Delhi. The Bank Guarantee shall be initially valid for at least two years. The Bank Guarantee shall be extended and renewed every two years well before expiry of earlier Bank Guarantee, failing which the previous Bank Guarantee shall be invoked and en-cashed by NDMC without any prior intimation to the licensee. For last year of license period the bank guarantee shall be extended and renewed for the residual period of the contract plus six months beyond contract period and shall renew it, if required by the NDMC, till the final settlement of all accounts failing which the Bank Guarantee of the Licensee shall be invoked and en-cashed by NDMC without prior intimation to the licensee.

A separate advice of the BG shall invariably be sent by the issuing bank to NDMC and only after this the BG shall become operative and acceptable to NDMC.

7.1.4 Interest free security deposit/performance Security is to be paid in the

following form. Interest free security deposit/performance security upto Rs. 10.00 lakhs has to be paid by DD/PO only (in favour of Secretary, NDMC, and drawn on a scheduled Commercial bank in Delhi). For amount exceeding Rs. 10 lakhs, minimum 50 % in the form of DD/PO (upto a maximum of 50 lakhs) and 50% or balance amount in form of BG/FDR in favour of NDMC.

Illustration: If Interest Free Security Deposit to be paid is calculated as

Rs. 75 lakhs, then first Rs. 10 lakhs by DD/PO. For remaining Rs. 65 lakhs, Rs. 32.5 lakhs by DD/PO and remaining Rs. 32.5 lakhs by BG/FDR. Therefore in the above illustration Rs. 42.5 lakhs is to be paid in form of DD/PO and balance Rs. 32.5 lakhs in form of BG/FDR.

7.2 Interest Free Security Deposit/ Performance Security will be refunded after six months of successful completion of the full term of the License period i.e. 05 years from commencement date of License Agreement or in case of surrender of license after two years lock in period as per the provisions of clause 7.3 as given below, after adjusting any dues payable to NDMC and after final settlement, without consideration of any interest after completion of agreement.

7.3 Surrender of Contract Agreement:

- a) If the Licensee is desirous of terminating the license hereby created before expiry of the lock-in period of two years, the License Agreement shall deemed to be terminated on the date mentioned in termination/ surrender notice, subject to confirmation by NDMC. In such a case, the balance Interest Free Security Deposit/ Performance Security shall be forfeited in favour of NDMC. No grace period shall be provided to licensee in such a case. NDMC may also recover the balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Security, from the other contracts of licensee in NDMC. Balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Security, shall also be recoverable from the licensee before licensee is permitted to remove their establishment(s) or else NDMC will seize their property treating at zero/nil value. NDMC shall be free to dispose-off the said property/goods in whatsoever manner as it deems fit. Licensee shall have no

claim for compensation or consideration / damages on this account.

b) The Licensee shall have option to exit from the License Agreement immediately after completion of lock-in period of 2 years. For this, the licensee shall give 180 days prior intimation to NDMC which can be given before completion of the defined lock-in period. [In case lock in period is of 2 years, prior intimation can be given after 1 1/2 years, but option to exit is available only after two years]. In such a case, balance Interest Free Security Deposit/ Performance Security of the Licensee shall be refunded after adjusting the outstanding dues, if any, payable on the part of Licensee. NDMC may also recover the balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Security from the other contracts of licensee in NDMC. Balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Security, shall also be recoverable from the licensee before licensee is permitted to remove their establishment (s) or else NDMC will seize their property treating at zero/nil value. NDMC shall be free to dispose-off the said property / goods in whatsoever manner as it deems fit. Licensee shall have no claim for compensation or consideration / damages on this account.

c) If the Licensee is desirous of terminating the license after expiry of lock-in period without serving any intimation period or intimation period shorter than 180days, the agreement shall deemed to be terminated on completion of such improper intimation period. In such cases, the Interest Free Security Deposit/ Performance Security shall be refunded to the Licensee after adjustment of license fee for period shorter than 180 days (notice period) and outstanding dues, if any. NDMC may also recover the balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Security, from the other contracts of licensee in NDMC. Balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Security, shall also be recoverable from the licensee before licensee is permitted to remove their establishment(s) or else NDMC will seize their property treating it at zero/nil value. NDMC shall be free to dispose-off the property / goods in whatsoever manner as it deems fit. License shall have no claim for compensation or consideration / damages on this account.

7.4 NDMC reserves the right for deduction of NDMC dues from Licensee's Interest

Free Security Deposit / Performance Security for: -

- a) Any penalty imposed by NDMC for violation of any terms and conditions of agreement committed by the Licensee.
- b) Any amount which NDMC becomes liable to the Government/Third party due to any default of the Licensee or any of his director/ employees/ representatives/ servant/ agent, etc.
- c) Any payment/ fine made under the order/judgment of any court/consumer forum or law enforcing agency or any person duly empowered in his behalf.
- d) Any outstanding payment/ claims of NDMC remained due after completion of relevant actions as per agreement.

7.5 Once the amount under above Clause is debited, the Licensee shall replenish the Security Deposit/ Performance Security to the extent the amount is debited within 15 days period, failing which, it shall be treated as Licensee Event of Default and NDMC will be free to take action as per the relevant provisions of this tender documents.

## **8. Tenure of License Agreement**

8.1 Tenure of License Agreement: Exclusive Co-Branding/Advertisement Rights license shall be for a period of Five (05) years with lock in period of 2 years to be reckoned after 30 days of issue of Letter of Acceptance/Award.

8.2 All advertising/Co-branding spaces/plans at the selected Subways proposed by the Licensee are subject to prior approval from NDMC with regard to operational feasibility, aesthetics, and safety& security concerns. In this regard, a committee comprising of NDMC officials shall be formed for granting approval or by a nominated official. The committee or the nominated official shall communicate its decision in writing within five working days from the date of submission of proposals by Licensee to NDMC for display of advertisements.

8.3 The Service tax/advertisement taxes/any other taxes applicable from time to time, shall also be borne by the licensee along with the license fee.

8.4 The property tax applicable, if any, on the property of NDMC shall be borne by NDMC.

8.5 All other statutory taxes, statutory dues, local levies, as applicable (except those mentioned above) shall be charged extra and will have to be remitted along with the License Fees for onward remittance to the Government. The Licensee shall indemnify NDMC from any claims that may arise from the statutory authorities in connection with this License.

8.6 Payment of stamp duty on agreement, if any, to be executed in pursuance of this tender will be borne by Licensee.

## **9 Submission of Bids by Bidders**

9.1 No Bidder shall submit more than one Bid for this RFP document. Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the draft License Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the License Agreement.

9.2 The Bid should be furnished in the format at Annexure -6, clearly providing the details for fulfilling Eligibility Criteria. The bidder shall clearly indicate financial offer in both figures and words, in Indian Rupees. In the event of any difference between figures and words, the amount indicated in words shall be taken into account.

9.3 Eligibility Criteria:

9.3.1 Bidders should have a minimum annual average Gross Turnover of Rs.2.00 crore (Rs. Two crore only), (i.e. aggregate of Rs. 6.00 Crores in last 3 (three) financial years). Here Gross turnover means turnover from all sectors of businesses. In last 3 (three) financial years as per the last 3 (three) audited financial statements, to be submitted to NDMC duly certified by a Chartered Accountant with stamp and signature. The bidders shall submit the audited annual reports/financial statements of last 3 years. (In the present case, it shall be for, F.Y. 2013-14, 2014-15 & 2015-16) . In case of consortium, the audited reports of each relevant member of the consortium for last 3 financial years shall be submitted. If audited report for the latest F.Y. (2015-16) is not yet available, then the bidder(s) is required to submit reports for F.Y.2012-13, 2013-14 & 2014-15 along with an affidavit and certificate from the chartered accountant certifying that the balance sheet for F.Y.2015-16 has not been audited so far. The bidder shall submit audited financial statements including profit loss account of last three completed financial years as on date of notice for invitation of Bid on NDMC website.



9.3.2 Eligibility conditions for Consortium:

- i. For the purpose of evaluation of the Consortium, each member's contribution towards the turnover shall be considered in the same ratio of their equity participation in the Consortium . (Illustration: Say If "A" and "B" are two members of Consortium. "A" is having 70% equity holding in Consortium and "B" is having 30% equity holding in consortium . In such a condition, 70% of "A" 's total turnover and 30% of "B" 's total turnover will be taken into consideration for evaluation of eligibility of the consortium).
- ii. The Lead Member of the Consortium shall maintain a minimum percentage share of 51% of the aggregate shareholding of the Consortium during full tenure of License Agreement.
- iii. Any change in percentage stake of Consortium members without prior written approval of NDMC shall be treated as Material Breach of Contract and Licensee's Event of Default entitling NDMC to encash Security Deposit/Performance Guarantee and or to terminate the License Agreement after 30days notice.
- iv. Minimum percentage stake of any member in Consortium during license period (including lock-in period) shall not be less than 15%.
- v. Partners having less than 26% participation shall be considered as non substantial partner and shall not be considered for evaluation which means that their eligibility shall not be considered for evaluation of Consortium.
- vi. All members of such entity shall be jointly and severally liable for the performance of License agreement.

9.4 The bids shall be submitted by the bidder in two parts comprising of Technical Bid and Financial Bid. The technical bid shall include the details and copy of documents for fulfilling Eligibility criteria as laid down in this document. The Financial bid shall include the financial offer of the bidder in the manner prescribed in this document. Both the technical bids and financial bids shall be submitted by the bidder on the same due date as mentioned in the RFP document in separate covers both duly sealed in a big sealed envelope. . The offer of

Bidder, who does not fulfil the Eligibility criteria, shall be summarily rejected.

9.5 The Financial Bid shall be opened on a subsequent date after evaluation of eligibility after opening and evaluation of the technical bids received. Financial Bid of only those Bidders whose submissions are found to fulfil the eligibility criteria shall be opened. The offer of Bidder, who does not fulfil the Eligibility criteria, may be summarily rejected. The time of opening of Financial Bid shall be informed separately to the eligible Bidders and eligible Bidders can be present to witness the opening of the Financial Bid.

9.6 Bid Security: The bidder shall specifically quote the name of the subway/ subways for which the bidder is submitting the bid and bid document. Bidders are required to deposit, along with its Bid, a refundable bid security/EMD as detailed below.

The subway-wise details of EMD/Bid Security for each subway/location for Co-Branding is as follows:

S. No.	Name of Subway	Location	Bid Security/ EMD (in Rs.)	Area inside the subway	Area outside the staircase/ escalators	Total
1.	Sansad Marg Subway	Near Sansad Marg	Rs.6.00 lakhs	2453.0 Sq. Feet	134.28 Sq. Feet	2587.28 Sq. Feet
2.	Janpath Subway	Near Janpath Market	Rs.6.00 lakhs	2801.0 Sq. Feet	392.74 Sq. Feet	3193.74 Sq. Feet
3.	K.G. Marg Subway	On K.G.Marg	Rs.6.00 lakhs	2120.0 Sq. Feet	304.62 Sq. Feet	2424.62 Sq. Feet
4.	Barakhamba Subway	Behind Statesman House	Rs.6.00 lakhs	2358.00 Sq. Feet	561.13 Sq. Feet	2919.13 Sq. Feet
5.	Super Bazaar Subway	On Super Bazaar	Rs.6.00 lakhs	611.0 Sq. Feet	255.00 Sq. Feet	866.0 Sq. Feet

Bidders submitting bids for more than one subway shall be required to submit bid security/EMD for each subway @ Rs. 6.00 lakhs /subway.

The Bid Security shall be payable in the form of a Demand Draft/Bankers Cheque only in favour of "Secretary, NDMC. ", payable at New Delhi. The Bid Security of the successful Bidder shall be adjusted against Interest Free Security Deposit/Performance payable as per the RFP. The Bid Security of unsuccessful bidders shall be refunded after award of License, without considering any interest thereof. The Bid shall be summarily rejected if it is not accompanied by Bid Security/EMD.

- 9.7 The Bidders shall submit a Power of Attorney as per the format at Annexure-4, authorising the signatory of the Bidder to commit the Bid. The Bid and all communications in relation to or concerning the Bid documents and the Bid shall be in English language.
- 9.8 Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this clause shall also apply mutatis mutandis to Bids and all other documents submitted by the Bidders, and NDMC will not return to the Bidders any Bid, document or any information provided along therewith.
- 9.9 The Bidder shall not have a Conflict of Interest that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. A Bidder shall be deemed to have a Conflict of Interest affecting Bidding Process if a constituent of such Bidder is also a constituent of another Bidder.
- 9.10 Cost of Bidding: The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. NDMC will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.
- 9.11 Site visit and verification of information: Bidders are encouraged to submit their respective Bids after visiting NDMC subways and ascertaining themselves the site

conditions, traffic, location, surroundings, climate, availability of power, water and other utilities for provision of advertisement media, access to subway/ site, handling and storage of materials, weather data, applicable laws and regulations and any other matter considered relevant by them.

9.12 It shall be deemed that by submitting a Bid, the Bidder has:

- a) made a complete and careful examination of the bidding documents;
- b) received all relevant information from NDMC;
- c) accepted the risk of inadequacy, error or mistake in the information provided in the bidding documents or furnished by or on behalf of NDMC relating to any of the matters referred to in RFP document;
- d) satisfied itself about all matters, things and information hereinabove necessary and required for submitting an informed Bid, execution of the License agreement in accordance with the bidding documents and performance of all of its obligations there under;
- e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the bidding documents or ignorance of any of the matters hereinabove shall not be a basis for any claim for compensation, damages, claim for performance of its obligations, loss of profits, etc. from NDMC, or a ground for termination of the License Agreement by the Licensee;
- f) acknowledged that it does not have a Conflict of Interest; and
- g) Agreed to be bound by the undertakings provided by it under and in terms hereof.

9.13 NDMC shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Bidding Process, including any error or mistake therein or in any information or data given by NDMC.

9.14 Verification and Disqualification: NDMC reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP or the Bidding Documents and the Bidder shall, when so required by NDMC, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by NDMC shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of NDMC there under.

9.15 Amendment of RFP

- a) At any time prior to the Bid Due Date, NDMC may, for any reason, modify the RFP by the issuance of Addenda / Corrigenda.
- b) Any Addendum / Corrigendum issued hereunder shall be uploaded on NDMC website [www.ndmc.gov.in](http://www.ndmc.gov.in) .
- c) In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, NDMC may, in its sole discretion, extend the Bid Due Date.

9.16 Preparation and Submission of Bids

- a) Format and Signing of Bid: The Bidder shall provide all the information sought under this RFP as per the format.
- b) The Bid and its copy shall be typed or written in indelible ink and signed by the authorised signatory of the Bidder who shall also initial each page, in blue ink. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialled by the person(s) signing the Bid.
- c) The Bidders who have down loaded the RFP Document from the website, should carefully note the following instructions:
  - i. The Bidders should ensure that the complete RFP Document has been downloaded.
  - ii. In case of any correction/addition/alteration/omission in the RFP Document observed at any stage, the bid shall be treated as non-responsive and shall be rejected out-rightly.

9.17 Submission of Applications: Bidder shall submit the Application in the format specified in Annexures together with the documents specified.

9.18 The EMD/Bid Security and Tender cost shall be paid through Pay Orders/Demand Drafts per details mentioned in NIT .

9.19 All correspondence shall be addressed to:

Director (Accounts)  
Room No.6011, Palika Kendra,  
Parliament Street,  
New Delhi-110001

9.20 Bid documents submitted by fax, telex, telegram or e-mail shall not be entertained and shall be summarily rejected. Bid documents received after the due date shall be summarily rejected. Applications received without due bid security amount shall be summarily rejected.

9.21 Bid Submission Date

Applications should be uploaded before due date at the address provided in the manner and form as detailed in this RFP document. Any bid application received after due date and time as prescribed in RFP document shall be summarily rejected.

## 10 Evaluation of Bids

- 10.1 NDMC shall open the Technical Bids on the Due Date of Bid Submission, at the place & time specified in this document and in the presence of the Bidders who choose to attend. NDMC will subsequently examine and evaluate the Technical Bids in accordance with the Eligibility Criteria set out in this RFP document.
- 10.2 The Financial Bid shall be opened on a subsequent date after evaluation of eligibility and opening and evaluation of the technical bids. Financial Bid of only those Bidders whose submissions are found to fulfil the eligibility criteria as stipulated above shall be opened. The offer of Bidder, who does not fulfil the Eligibility criteria, may be summarily rejected. The time of opening of Financial Bid shall be informed separately to the eligible Bidders and eligible Bidders can be present to witness the opening of the Financial Bid.
- 10.3 To facilitate evaluation of Bids, NDMC may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid.
- 10.4 Selection of Bidder who qualify the Eligibility Criteria:
- a) The bidder shall quote the Amount of fixed Annual License Fee in Rupees for Co-Branding/Advertising at the Selected Subways in which the bidder is interested, in both words as well as figures in the BOQ only (as per format given in Annexure-6),. The bidder who is technically eligible and quotes the highest amount of fixed Annual License Fee (i.e H1) for the particular subway shall be considered for granting of Branding/Advertising at that particular subway, after assessment by NDMC.
  - b) After selection, Letter of Acceptance (the "LOA") shall be issued, in duplicate, by NDMC to the Selected Bidder and the Selected Bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in token of unconditional acceptance of LOA and acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder as unconditional acceptance is not

received by the stipulated date, NDMC may, unless it consents to extension of time for submission thereof, appropriate/forfeit the Bid Security of such Bidder as Damages on account of failure of the Selected Bidder to unconditionally accept the terms of LOA and perform this contract. A copy of LOA for Co-branding at each subway will also be sent/mailed to successful bidder for that subway.

- c) Selected Bidder is required to pay the due License fee along with the required Interest Free Security Deposit / Performance Security as stipulated in Chapter-3 &6 of this RFP document within thirty days (30) of issue of Letter of Acceptance without consideration of any interest and up to 45 days with 2% flat interest on the unpaid amount as per LOA. If the selected bidder fails to pay the required dues as mentioned in LOA within 45 days of issue of LOA, the Letter of Acceptance shall stand cancelled and amount of bid security shall be forfeited by NDMC. The bidder voluntarily and unequivocally agrees not to seek any claim, compensation, damages or any other consideration, whatsoever on this account.
- d) After acknowledgement of the LOA and deposit of dues as mentioned above, the Selected Bidder shall execute the License Agreement within the period prescribed in RFP document. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the License Agreement.



## 11 Fraud and Corrupt Practices

11.1 Bidders and their respective officers, employees, agents and advisers shall observe highest standard of ethics during Bidding Process and subsequent to issue of LOA and during subsistence of License Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the License Agreement, NDMC may reject a Bid, withdraw the LOA, or terminate the License Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Licensee, as the case may be, if it determines that the Bidder or Licensee, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, NDMC shall be entitled to forfeit & appropriate Bid Security or Interest Free Security Deposit/ Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy available to NDMC under Bidding Documents and/ or License Agreement, or otherwise.

11.2 Without prejudice to the rights of NDMC under Clause 11.1 hereinabove and the rights and remedies which NDMC may have under the LOA or the License Agreement, or otherwise if a Bidder or Licensee, as the case may be, is found by NDMC to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the License Agreement, such Bidder or Licensee shall not be eligible to participate in any tender or RFP issued by NDMC during a period of 3 (three) years from the date such Bidder is found by NDMC to have engaged, directly or indirectly, in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

11.3 For the purposes of this Clause, the following terms shall have the meaning

Hereinafter respectively assigned to them:

- (a) "Corrupt practice" means offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence actions of any person connected with

Bidding Process.

- (b) "Fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
- (c) "Coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person "participation or action in the Bidding Process;
- (d) "Undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by NDMC with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- (e) "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating full and fair competition in the Bidding Process.

11.4 NDMC reserves the right to reject any Bid and appropriate the Bid Security if:

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

11.5 In case it is found during the evaluation or at any time before signing of the License Agreement or after its execution and during the period of subsistence thereof, including the License thereby granted by NDMC, that one or more of the Eligibility criteria have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Licensee either by issue of the LOA or entering into of the License Agreement, and if the Selected Bidder has already been issued the LOA or has entered into the License Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by NDMC to the Selected Bidder or the Licensee, as the case may be, without NDMC being liable in any manner whatsoever to the Selected Bidder or

Licensee. In such an event, NDMC shall be entitled to forfeit and appropriate the Bid Security or Interest Free Security Deposit/ Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to NDMC under the Bidding Documents and/ or the License Agreement, or otherwise.

## 12 Miscellaneous

12.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at New Delhi shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.

12.2 NDMC, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;

- a) Suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
- b) consult with any Bidder in order to receive clarification or further information;
- c) Retain any information and/ or evidence submitted to NDMC by, on behalf of, and/ or in relation to any Bidder; and/ or
- d) independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.

12.3 It shall be deemed that by submitting the Bid, the Bidder agrees and releases NDMC, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

12.4 The RFP and License Agreement are to be taken as mutually explanatory and, unless otherwise expressly provided elsewhere in this RFP, in the event of any conflict between them, the priority shall be in the following order:

- a) License Agreement
- b) RFP Document; i.e. the License Agreement above shall prevail over RFP Document.

## Dispute Resolution

### 13.0 Dispute Resolution

- 13.1 **Arbitration:** All disputes relating to this agreement or claims arising out of or relating to this agreement or breach, termination or the invalidity thereof or on any issue whether arising during the progress of the services or after the completion or abandonment thereof or any matter directly or indirectly connected with this agreement shall be referred to Arbitrator(s) appointed by Chairman, NDMC on receipt of such request from either party. Matters to be arbitrated upon shall be referred to a sole Arbitrator if the total value of the claim is upto Rs.50 Lakhs and to a panel of three Arbitrators, if total value of claims is more than Rs.50 Lakhs. NDMC shall provide a panel of three Arbitrators for the claims upto Rs.50 Lakhs and a panel of five Arbitrators for claims of more than Rs.50 Lakhs. Licensee shall have to choose the sole Arbitrator from the panel of three and / or one Arbitrator from the panel of five in case three Arbitrators are to be appointed. NDMC shall also choose one Arbitrator from this panel of five and the two so chosen will choose the third Arbitrator from the panel only. The Arbitrator(s) shall be appointed within a period of 30 days from date of receipt of written notice / demand of appointment of Arbitrator from either party.
- 13.2 The decision of sole Arbitrator / panel of Arbitrators shall be binding on all the parties. The cost of arbitration shall be borne by respective parties equally. The venue of such arbitration shall be Delhi / New Delhi. The parties agree to comply with the awards resulting from arbitration and waive their rights to any form of appeal insofar as such waiver can validly be made.
- 13.3 **Rules governing Arbitration Proceedings:** The Arbitration Proceedings shall be governed by Indian Arbitration and Conciliation Act 1996, as amended from time to time including provisions in force at the time the references made. During the pendency of arbitration proceedings, the Licensee shall continue to perform and make due payments to NDMC as per the License Agreement.
- 13.4 **Jurisdiction of Courts:** The Court at Delhi/New Delhi shall have the exclusive jurisdiction to try all disputes between the parties arising out of this agreement.

## Force Majeure

### 14.0 Force Majeure

#### 14.1 Force Majeure

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

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

14.2 The License fee for the portion affected due to Force Majeure shall be exempted for the affected period if the force majeure condition persists for more than 7 days.

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

**Annexure-1****Proposed Subway list for Exclusive Co-Branding**

The following Subways are proposed to be given for Exclusive Co-Branding activities.

<b>S. No.</b>	<b>Name of Subway</b>	<b>Location</b>	<b>Bid Security/ EMD (in Rs.)</b>	<b>Area inside the subway</b>	<b>Area outside the staircase/ escalators</b>	<b>Total</b>
1.	Sansad Marg Subway	Near Sansad Marg	Rs.6.00 lakhs	2453.0 Sq. Feet	134.28 Sq. Feet	2587.28 Sq. Feet
2.	Janpath Subway	Near Janpath Market	Rs.6.00 lakhs	2801.0 Sq. Feet	392.74 Sq. Feet	3193.74 Sq. Feet
3.	K.G. Marg Subway	On K.G.Marg	Rs.6.00 lakhs	2120.0 Sq. Feet	304.62 Sq. Feet	2424.62 Sq. Feet
4.	Barakhamba Subway	Behind Statesman House	Rs.6.00 lakhs	2358.00 Sq. Feet	561.13 Sq. Feet	2919.13 Sq. Feet
5.	Super Bazaar Subway	On Super Bazaar	Rs.6.00 lakhs	611.0 Sq. Feet	255.00 Sq. Feet	866.0 Sq. Feet

Annexure-1A

Photograph of Sansad Marg Subway alongwith Demarcated area outside the staircase/escalators.





Annexure-1B

Photograph of Janpath Subway alongwith Demarcated area outside the staircase/escalators.



Annexure-1C

Photograph of K.G. Marg Subway alongwith Demarcated area outside the staircase/escalators.



Annexure-1D

**Photograph of Barakhamba Subway alongwith Demarcated area outside the staircase/escalators.**





Annexure-1E

**Photograph of Super Bazaar Subway alongwith Demarcated area outside the staircase/escalators.**



**Annexure-2**

**Letter comprising the Bid  
(On Official letterhead of the Bidder)**

No:

Dated:

Director (Accounts)  
Room No.6011, Palika Kendra,  
Parliament Street,  
New Delhi-110001

Sub: Bid for Exclusive Co-Branding activities at \_\_\_\_\_  
Subways

Dear Sir,

With reference to your RFP document dated -----, I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for the aforesaid Exclusive Co-Branding activities at Selected subways. The Bid is unconditional and unqualified.

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

any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as stipulated in the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with NDMC; and

- (d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
5. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the above subject, without incurring any liability to the Bidders, in accordance with provisions of the RFP document.
6. I/ We acknowledge and undertake that I/We fulfil the Eligibility Criteria. I/We have enclosed necessary documents in support of the Eligibility Criteria in the manner prescribed in RFP document.
7. I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by NDMC in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned subject License and the terms and implementation thereof.
8. In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into a License Agreement in accordance with the draft that has been provided to me/us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
9. I/ We have studied all the Bidding Documents carefully and also surveyed the NDMC subways. We understand that except to the extent as expressly set forth in the License Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by NDMC or in respect of any matter arising out of or relating to the Bidding Process including the award of License.
10. I/ We offer Bid Security to NDMC in accordance with the RFP Document. The documents accompanying the Bid, as specified in RFP, have been submitted in a separate envelope.

11. I/ We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/we shall have any claim or right of whatsoever nature if the advertisement licensing rights as mentioned in above subject is not awarded to me/us or our Bid is not opened or rejected.
12. The Financial Offer has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, draft License Agreement, addenda /corrigenda, our own estimates of costs and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of the project.
13. I/ We agree and undertake to abide by all the terms and conditions of the RFP document.
14. I/We agree and undertake to be jointly and severally liable to all the obligations of the Licensee under the License Agreement for the License period in accordance with the Agreement.
15. I/ We shall keep this offer valid for 180 (one hundred and eighty) days from the Bid Due Date specified in the RFP.
16. I/ We hereby submit bid documents i.e. RFP documents and Draft License Agreement duly signed on each page as token of unconditional acceptance of all terms and conditions set out herewith.
17. I/ We hereby submit bid documents i.e. RFP documents and Draft License Agreement duly signed on each page as token of unconditional acceptance of all terms and conditions set out herewith.

(Following declaration is to be submitted only by the Bidders who have downloaded the RFP document from NDMC's website)

18. I / We declare that the submitted RFP documents are same as available on NDMC's website. I / We have not made any modification / corrections / additions etc. in the RFP Documents. I / We have checked that no page is missing and all pages are legible and indelible. I / We have properly bound the RFP Documents. In case at any stage, it is found that there is any difference in

the downloaded RFP Documents from the original RFP Documents available at NDMC's website, NDMC shall have the absolute right to reject my/ our bid or terminate the license agreement after issue of Letter of Acceptance, without any prejudice to take any other action as specified for material breach of conditions of Bid/ License Agreement.

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

Yours Sincerely

Date: (Signature, name and designation of the Authorised signatory)

Place: Name and seal of Bidder



**Details of the Bidder**

Bid for \_\_\_\_\_ Subways

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

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

Signed.....  
(Name of the Authorized Signatory)  
For and on behalf of  
(Name of the Bidder)  
Designation  
Place:  
Date:

**Annexure-4**

**Power of Attorney of Bidder**

Know all men by these presents, We \_\_\_\_\_  
(name and address of the registered office) do hereby constitute, appoint &  
authorize Mr./Ms. \_\_\_\_\_ (name and residential  
address) who is presently employed with us and holding the position of  
\_\_\_\_\_

as our attorney, to do in our name and on our behalf, all such acts, deeds and things  
necessary in connection with or incidental to our Tender, including signing and  
submission of all documents and providing information / responses to NDMC,  
representing us in all matters before NDMC, and generally dealing with NDMC in all  
matters in connection with our Tender.

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

For

Accepted

\_\_\_\_\_  
(signature) (Name, Title and Address) of the  
Attorney

Note: -

- The mode of execution of the Power of Attorney should be in accordance with the  
procedure, if any, laid down by the applicable law and the charter documents of the  
executant(s) and when it is so required the same should be under common seal affixed  
in accordance with the required procedure.

\*\* It should be on non-judicial stamp paper of Rs.100/- and duly notarized with  
supported by copy of Board of Resolution passed for this purpose only in case of  
company.

**Certificate of Statutory Auditor with regard to Eligibility of the Bidder  
(On the Letterhead of the Statutory Auditor)**

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

Year wise details of Gross Annual Turnover are as under:

Name of Bidder or member of Consortium	Gross Turnover		
	2013-14	2014-15	2015-16
Name of Bidder or 1 <sup>st</sup> member of Consortium			
2nd member of Consortium			
3rd member of Consortium			

Name & address

Signature and Seal of the Statutory

Auditor clearly indicating his/her

Membership number

Note: Gross Turnover means Turnover from all sectors of Businesses.

**Annexure -6**

**Financial Bid/BOQ (Format)**

1. Name of the Tender: RFP for Exclusive Co- Branding and advertisement rights at Selected Subways
2. Period of License: Five (05) years with lock in period of 2 years.
3. I / We hereby offer the following Amount of fixed Annual License Fee in Rupees as single financial quote for both Co-Branding and Advertisement Rights for each Selected Subways (for maximum space as mentioned in Annexure-1 of RFP) as specified below, payable to NDMC as per terms and conditions of this tender.

S.No.	Name of Subway	Location	Tendered Rates per Annum
1.	Sansad Marg Subway	Near Sansad Marg	In Figures _____ In Words _____
2.	Janpath Subway	Near Janpath Market	In Figures _____ In Words _____
3.	K.G. Marg Subway	On K.G.Marg	In Figures _____ In Words _____
4.	Barkhamba Subway	Behind Statesman House	In Figures _____ In Words _____
6.	Super Bazaar	On Super Bazaar	In Figures _____ In Words _____

Signature, Name, Designation & Seal of the Bidder

Date:

Place:

Note : If there is a discrepancy between words and figures, the amount in words shall prevail.

N.B.: Please see the conditions on page 69 before tendering the Rates.

1. The License Fee payable shall be increased by 5% (Five Percent) on the previous year license fee in subsequent years till end of the Agreement period.
2. The Schedule of Payment of License Fee as provided under Clause 6.3 shall be strictly adhered to and in case of default the Licensee shall pay penal interest of 12% (Twelve Percent) per annum to be calculated on number of days for which deposit of License Fee is delayed. In case of persistent default for timely deposit of License Fee it will be treated as material breach of the terms and conditions of the Agreement and action against the Licensee will be taken as per the provisions of the contract Agreement.
3. The license fee to be paid as per tender amount above is exclusive of all applicable taxes as per clause 8.3 to 8.6 which shall be payable by licensee along with the License fee.
4. In addition the License Fee as per the tendered amount, the Licensee shall also be liable to pay Interest Free Security Deposit / Performance Security to NDMC in advance equivalent to the amount of fixed Annual (6 months) License Fee as per bid , as detailed in the RFP documents.

**Annexure 7**

(RFP for Co-Branding of Selected Subways in NDMC)

( On letter head of the company)

UNDERTAKING FOR DOWNLOADED TENDER DOCUMENT

We here by confirm that, we have downloaded / read the complete set of tender documents/RFP/addendum/clarifications along with the set of enclosures. We confirm that we have gone through the bid documents, RFP, addendums and clarifications for this work placed upto the date of opening of bids on the NDMC Website [www.ndmc.gov.in](http://www.ndmc.gov.in). We confirm our unconditional acceptance for the same and have considered for these in the submission of our financial bid for the Exclusive Co-Branding and Advertisement Rights of selected Subway. I/We hereby give our acceptance to all the terms and conditions of the bid document as well as the draft licensee agreement.

Company Name \_\_\_\_\_

Name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Postal Address \_\_\_\_\_

E. Mail ID \_\_\_\_\_

Phone \_\_\_\_\_

\_\_\_\_\_ FAX \_\_\_\_\_

Company Seal

End Page.....

**NEW DELHI MUNICIPAL COUNCIL**



**Draft License Agreement for  
Exclusive Co-Branding  
And Advertisement Rights at  
Selected Subways of NDMC.**

**New Delhi Municipal Council**

Palika Kendra  
Sansad Marg  
New Delhi-110001  
India

**Draft License Agreement for Exclusive Co-Branding And Advertisement Rights of selected Subways in NDMC Area**

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**Draft License Agreement for Exclusive Co-Branding And Advertisement Rights of selected Subways in NDMC Area**

**Chapter: I  
License Agreement**

Agreement No \_\_\_\_\_ of Year \_\_\_\_\_

**THIS LICENSE AGREEMENT** entered into at Delhi on this \_\_\_\_ day of \_\_\_\_\_ 2017 between **New Delhi Municipal Council (NDMC) established under the NDMC Act, 1994 enacted by the Parliament, having** its registered office at Palika Kendra, Sansad Marg, New Delhi-110001, India, hereinafter referred to as the "**NDMC**" (which expression shall unless repugnant to the context mean and include it's successors and assigns) of the **First Party**.

**AND**

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

**WHEREAS**

a) NDMC, with a view to augment its earnings through non-operating revenue, had invited Request for Proposal (RFP) from interested parties for grant of exclusive Co Branding at Selected Subways of NDMC Area through open bidding process. Based on fulfilment of eligibility criteria as laid down in RFP document, the successful bidder M/s \_\_\_\_\_, licensee, has been selected for assigning **Exclusive Co-Branding at \_\_\_\_\_ Subways, on "as is where is basis"**

b) The selected bidder/licensee shall perform the obligations and exercise the rights under the Letter of Acceptance (LOA), including the obligation to enter into the License Agreement, pursuant to the issue and acceptance of the LOA , dated \_\_\_\_\_ for undertaking the License.

c) As part of the Co-Branding, NDMC has also agreed to provide to the Licensee, Advertising Spaces outside Escalator/Staircase area and inside of Subways (to be identified by the Licensee and approved by NDMC) on "as is where is basis", at Subway(s) (Detailed as per Annexure -1 of RFP).

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**Draft License Agreement for Exclusive Co-Branding And Advertisement Rights of selected Subways in NDMC Area**

d) Herein after referred to as Co-Branding of/at the selected Subway(s), on payment of License Fee as mentioned in detail in clause\_\_\_\_\_ of LOA dated \_\_\_\_\_to NDMC on the terms and conditions hereunder contained in this License Agreement.

e) The Licensee shall design, procure, manufacture, fabricate, install, commission, manage, operate, maintain, market and sell of the brand, advertising spaces / inventories of maximum outside and inside/indoor display area at \_\_\_\_\_Subway(s), as specified in this Agreement at its own cost. Advertisement spaces on bare / prefabricated installed sites shall be identified by the Licensee and got approved from NDMC before commissioning.

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

A. The following documents shall be deemed to form part of and be read and construed as an integral part of this agreement, namely:

- 1.1 Letter of Acceptance NO. \_\_\_\_\_ Dated \_\_\_\_\_
- 1.2 Request for Proposal (RFP), its Addendums & Corrigendum
- 1.3 Any other document issued by / of NDMC forming part of the Bidding Process

B. The Licensee hereby covenants as follows: -

1. Licensee hereby assumes responsibility for Exclusive Branding at the selected Subway(s). Licensee shall be responsible for design, procure, manufacture, fabricate, install, commission, manage, operate, maintain, market and sell advertising spaces / opportunities at \_\_\_\_\_ Subway(s) as specified in this Agreement at its own cost. All the

advertising sites and formats proposed by the Licensee are subject to approval by NDMC with regard to operational feasibility, aesthetics, and safety and security concerns.

2. Licensee irrevocably agrees to make all payments including License Fee, service tax etc. as per this Agreement as and when due, without delay or demur and without waiting for any formal advice from NDMC in this regard.

3. The Licensee confirms having examined the potential locations at the \_\_\_\_\_ Subway(s). in detail and fully understands and comprehends the technical requirements of the advertisement insert / media. The Licensee also confirms full

**Draft License Agreement for Exclusive Co-Branding And Advertisement Rights of selected Subways in NDMC Area**

satisfaction as to the business viability of Co-Branding including licensing the advertisement spaces at Subways inside and outside the Subway(s) and hereby voluntarily and unequivocally agrees not to seek any claim, damages, compensation or any other consideration, whatsoever on this account. Licensee also confirms having made independent assessment of present and future market potential and no future claim what so ever regarding change in market circumstances shall be used by it as an alibi or excuse for non-payment of License Fee and other amounts due to NDMC under this License Agreement.

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

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

(.....)  
FOR AND ON BEHALF OF NEW  
DELHI MUNICIPAL COUNCIL

.....2017

Authorized Signatory.  
FOR AND ON BEHALF OF  
LICENSEE

.....2017

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

NDMC

LICENSEE

Draft License Agreement for Exclusive Co-Branding And Advertisement Rights of selected Subways in NDMC Area

Chapter: 2

Definitions

- a) **"Advertisements"** or **"Advertising"** means display of any advertisement material including pictures, printed material, electric / electronic media, smart posters, holographic images, visual display or any other innovative advertising media, etc which are not objectionable or prohibited under various statutes, codes, policies, etc as applicable from time to time.
- b) **"Advertising Tax"** means any amount payable to local government authorities as a result of public display of commercial messages or any other advertisement campaign.
- c) **"Agreement"** means the License Agreement to be executed between NDMC and the selected bidder.
- d) **"Applicable Laws"** means all laws, brought into force and effect by Govt. of India, State Governments, local bodies and statutory agencies and rules / regulations / notifications issued by them from time to time. It also include judgments, decrees, injunctions, writs and orders of any court or judicial authority as may be in force and effected from time to time.

- e) **“Commencement Date”** means the date of commencement of License Agreement which shall commence after 30 days of issue of Letter of Acceptance/Award.
- f) **“License”** means the Co-Branding of the selected station granted by NDMC to the Licensee at Metro Station under terms and conditions of the License Agreement.
- g) **“Licensee”** means the Selected Bidder, who has executed the License Agreement with NDMC pursuant to the conclusion of the bidding process.
- h) **“License Fee”** means the amount payable by the Licensee to NDMC as per terms and conditions of the License Agreement.
- i) **“License Period”** means a period of Five (5) which shall commence after 30 days of issue of Letter of Acceptance/Award.
- j) **“NDMC”** mean New Delhi Municipal Council.
- k) **“Interest Free Security Deposit/ Performance Security”** means interest free amount to be deposited by the Licensee with NDMC as per terms and conditions of License Agreement as a security against the performance of the License agreement.

**Draft License Agreement for Exclusive Co-Branding And Advertisement Rights of selected Subways in NDMC Area**

- l) **“Places available for advertisement” or “Advertising Spaces”** means premises at selected Delhi Subway(s) where Branding including Advertisement Rights are proposed to be granted as per terms and conditions of the agreement.
- m) **“Co-Branding”** mean the right assigned to the Licensee to suffix and prefix any brand name with the name of licensed Subway(s) along with other rights in accordance with terms & conditions of the agreement.

**Draft License Agreement for Exclusive Co-Branding And Advertisement Rights of selected Subways in NDMC Area**

**Chapter: 3 Scope of Co-Branding at Selected Subways in NDMC Area.**

**3.1 Scope of Subways For Exclusive Co-Branding**

The \_\_\_\_\_ Subway(s) is/are hereby licensed to the Licensee M/s\_\_\_\_\_ for Exclusive Co-Branding of the selected station, for a period of 5 (Five) years, with a lock in period of two years.

**Scope of Exclusive Co-Branding and Advertisement rights of the selected Subways & Conditions for Bidders**

3.1.1 The selected Bidder shall be permitted/entitled to undertake and have Branding activities inside & outside the Subway(s) in the specified area (As per Annexure -1 of RFP). The Licensee can suffix or prefix the specified brand name with the Name of the Subway i.e. the selected Subway be listed as " [XYZ [Brand Name] or [Brand Name [XYZ]" ; whereas XYZ is the name of the selected Subway. Individual names of any person or religious entity, political or of similar background shall not be permitted. Any such composite/brand name may include the Co-Branding/Advertising Partner's Name in conjunction with other words, subject to prior written approval of NDMC. The prefixing and suffixing is to be done with a separate font/color/size as distinct from the NDMC signage at the said Subway.

In addition to above, the following needs to be considered:

- a) The co-branding/advertisement should not be related to any activity which is considered unlawful/illegal as per the Indian law.
- b) The Co-branding/advertisement should also not promote liquor/alcohol based drinks or tobacco related products.

3.1.2 In addition to the above Co-Branding of name at the Subway(s) as prefix/suffix to the Station Name, the licensee shall be granted advertisement rights at the selected Subway(s) to design, procure / manufacture, install, manage, operate, maintain, market and sell advertising opportunities subject to the terms and conditions specified in the License Agreement and with prior approval of NDMC.

3.1.3 NDMC shall provide advertisement spaces as specified in Annexure-1 of RFP and as

detailed in this Agreement on outdoor structures/façade of the Subway and indoor display space at the respective Subway(s), at the quoted rate of annual license fee at the selected Subway(s). The licensee can utilize any format of advertisement including and not limited to backlit panels, scrollers, floor banding, roof branding, digital display, audio, video display etc as indicated above at the selected Subway(s)

**Draft License Agreement for Exclusive Co-Branding And Advertisement Rights of selected Subways in NDMC Area**

with prior written approval from NDMC. However, audio advertisement in any form is not permitted. NDMC shall provide display area at outdoor structures/façade of the respective Subway(s) and indoor advertising space inside at each of the selected Subway and shall include the following:

- (a) all feasible spaces including staircases/escalators
- (b) turnstile,
- (c) product displays,
- (d) smart posters, audio-visual display by electronic media,
- (e) projectors/holography or any other innovative advertisement media,
- (f) install digital advertisement panels in the form of LCD/LED panels, video walls or any similar format of advertisement (without audio).
- (g) advertisement inventory may include smart posters, QR codes/graphics, canopy. Etc.

3.1.4 The following activities shall also be permitted as a part of Co-branding at each Subway:

- a) experiential marketing - canopy of size 6 x 6 ft size at maximum.
- b) to advertise the e-commerce activities for generating business opportunities through on-line or off-line shopping,
- c) Branding of Subway Building in Brands color ,
- d) Retail Bare space maximum 10 sq. mtr at one or more location inside the Subway for Licensee's legitimate activity for office/business purpose only (non-food),
- e) Refurbishment of Subway exterior and interior in Brands colour scheme & theme besides the Brands name (suffixed/prefixed) with Subway name,
- f) Landscaping and Brands advertisement on NDMC Subway(s) to give aesthetic and pleasing appearance to Brands ,
- g) Painting of beam / affixing of 3M vinyl pasting at Subway to feel and look of Brand,
- h) carry out painting of Subway(s), both inside as well as outside, in the Brand's color,
- i) install logo and neon sign at the entrance gate of the selected Subway.
- j) floor branding.

**Draft License Agreement for Exclusive Co-Branding And Advertisement Rights of selected Subways in NDMC Area**

- 3.1.5 The licensee may be permitted to carry out the advertisements by way of integrating the Subway signage's for the purpose of optimization of spaces inside Subway, provided it is technically feasible and has been approved by NDMC.
- 3.1.6** The licensee shall be entitled, at his own cost, to prepare a scheme and undertake the theme, design, layout, color scheme / graphics and other features of the Subway that may be required to customize for branding and imparting "Look and Feel" to the Subway for the promotion of its brand, subject to prior written approval of NDMC. The plan should be in tune with and not disturb the aesthetics/look of the Subway. **The branding display plan hence prepared must be in compliance to technical parameters of Delhi Outdoor advertisement policy/any other relevant state policy/EPCA guidelines/Directives given by Hon'ble courts, or any other prevailing policy.**
- 3.1.7 The licensee shall be permitted to use and display the logo of the brand at the selected Subway. The licensee shall also be entitled to use logo or the brand name at the directional network signage at the selected Subway(s), subject to approval of NDMC.
- 3.1.8 During the currency of the license period, the licensee may be permitted to change the brand name at the Subway, logo or modify the theme of the advertising inventory at its own cost after prior written approval from NDMC.
- 3.1.9 The Licensee shall have exclusive rights and obligations to perform as specified below:
- a) Preparation of an advertising plan which must clearly earmark exact locations and type of advertisement planned for each advertising site. NDMC shall consider the plan with respect to aesthetics, operational feasibility, and safety and security concerns, specifications of the paints and other materials used and other technical or operational considerations. If the part of master plan is not approved by NDMC, Licensee is required to submit revised plan for approval. All further modification/revision to plan shall have to be got approved from NDMC by Licensee.
  - b) Designing of all advertising units / structures to complement Subway architecture for advertising sites.
  - c) Operate, manage and maintain the entire advertisement plans.
  - d) Create new innovative advertising opportunities at selected Subways including Experiential Marketing, Product Displays, and advertisements by visual or audio aids, smart posters for use in e-commerce for on-line or off-line shopping purposes, etc.



**Draft License Agreement for Exclusive Co-Branding And Advertisement Rights of selected Subways in NDMC Area**

- e) Obtain all approvals, permits, etc. from all competent and required authorities, including different tiers of government, statutory, local, civic authorities, etc. at its own cost.
- f) Comply with all statutory requirements in connection with License Agreement.
- g) Ensure regular and timely payments of all amounts due to NDMC and discharge all obligations as per License Agreement.
- h) Payment of all statutory taxes, local levies, statutory dues, etc as and when due.
- i) Licensee shall bear all the applicable taxes including service tax at prevailing rates. Any future revision in taxes shall also be borne by licensee.
- j) The Licensee will be responsible for installation, operation, maintenance and removal of its assets, including but not limited to Advertisement panels, billboards, creative's, products etc. While NDMC shall provide security at Subway(s), NDMC shall not be responsible for any vandalism, theft or damage to any advertisement panels or billboard or creative's or products or any other such thing put up by Licensee on the Subway. The Licensee shall ensure that Subway building including walls, floor, roof etc. are not damaged in any manner and all installation, operation, maintenance and removal of advertisement billboards, creative's etc. shall be done after taking prior written permission of NDMC.

3.2 The licensee shall submit the colouring scheme for the respective Subway(s) within 15 days of date of LOA, to NDMC for approval so that further action on it can be taken. The colouring/white-washing/signages in this case shall be done by NDMC according to its approved specifications the cost of which shall be borne by the licensee. If the licensee fails to submit the colouring/signage scheme within 15 days of date of LOA, NDMC shall be free to carry out the work as per its own plan so that the handing over for the Subway(s) is not delayed. In that case the licensee can change the colour and naming signages later at its own cost without in any way affecting or disturbing the pace of work at the Subway(s) so that the date of handing over is not delayed, after taking prior approval from NDMC. The licensee fee shall be charged from the date of handing over of the Subway(s) in any case.

**Draft License Agreement for Exclusive Co-Branding And Advertisement Rights of selected Subways in NDMC Area**

3.3 Exception to Exclusivity: ( as and where applicable)

a) that the time of opening and closing of Subway's is 9.00 A.M. to 10.00 P.M.

(b) NDMC has provided contract for regular operations, cleaning and maintenance of toilet blocks with continuous serviceability round the clock along with advertisement rights (for area not exceeding 15 sqm) on the toilet blocks to the contractor.

(c) The licensee shall not be provided rights for advertising through wi-fi, mobile/radio signals on advertisement media not installed/owned by them, viz. mobile, tablet, etc.

**Draft License Agreement for Exclusive Co-Branding And Advertisement Rights of selected Subways in NDMC Area**

**Chapter: 4**

**Disclaimer**

- 4.1 The Licensee acknowledges that prior to execution of this Agreement, it has extensively studied and analysed and satisfied itself about all the requirement of this License Agreement including but not limited to market and market conditions.
- 4.2 The Licensee acknowledges that prior to execution of this Agreement, it has carefully assessed the commerciality of Project and that it will be fully responsible for all its assessment in this regard.
- 4.3 The Licensee confirms having seen / visited / assessed the potential locations inside and outside the subways and fully understands and comprehends the technical, financial, commercial and investment requirements.
- 4.4 The Licensee also confirms that it has fully analyzed to its fullest satisfaction, business viability of the License and hereby voluntarily and unequivocally agrees not to seek any claim, damages, compensation or any other consideration, whatsoever on this account.
- 4.5 This Agreement shall not in any way be construed as a lease or license of the Subway or any part thereof, and only represents a contractual obligation of NDMC permit Co-Branding activities alongwith Advertisement Rights at said Subway only, on " as is where basis" , as detailed in the RFP and DLA documents.

**Draft License Agreement for Exclusive Co-Branding And Advertisement Rights of selected Subways in NDMC Area**

**Chapter: 5**

**Tenure of License**

**5.0 Tenure of License**

- 5.1 Tenure of License Agreement: Exclusive Co-Branding/advertising activities of the selected Subway(s) shall be for a period of Five (5) years with a lock in period of 2 years to be reckoned after 30 days of issue of Letter of Acceptance/Award.
- 5.2 In case the licensee opts to exit from the contract after the lock in period of two years, it shall give an advance notice of 180 days. This notice of surrender will be given only after the lock in period of 1 1/2 years, but option to exit will be available only after 2 years.
- 5.3 In case the licensee exits before the lock in period of 2 years the interest free security deposit shall be forfeited to NDMC as per the provisions of this agreement.

**Draft License Agreement for Exclusive Co-Branding And Advertisement Rights of selected Subways in NDMC Area**

Chapter: 6

6.0 License Fee

6.1 \_\_\_\_\_ Subways(s) shall be handed over for exclusive Co-Branding activities at selected Subway(s) within 7 days of the receipt of full payment as stipulated in Letter of Acceptance/Award. The License Fees shall be paid as per the schedule given in Clause 6.2 DLA. The License Agreement shall be executed within 10 days after date of handing over of the Subway(s).

6.2 Schedule of Payment of LICENSE FEE: The licensee shall pay to the NDMC the License Fee per month for the group of Sub Ways handed over to the License, payable in quarterly instalments in advance over the Agreement period. The Licensee shall pay to the NDMC license fee in quarterly instalments in advance payable by 10<sup>th</sup> day of first month of each quarter beginning on April, July, October and January during the Agreement period. The first quarterly instalment of Licence Fee for the due months & days shall be paid by the Licensee alongwith balance amount of Interest Free Security Deposit/Performance Security as per RFP within 30 days of issue of Letter of Acceptance/Award. The License Fee payable shall be increased by 5% (Five Percent) every year on the previous year license fee in subsequent years till end of the Agreement period.

# Service tax at applicable rates (presently @ 15%) shall also be paid by the licensee to NDMC along with the above license fee. If at a later date due to revision of Govt. policy/legislation GST (Goods and Services Tax)/any other tax becomes applicable, the same shall also apply to this contract and the licensee shall accordingly pay GST/any other tax along with License fees.

6.3 The license fee to be paid as per above payment schedule is exclusive of all applicable taxes as per clause 8.1 to 8.5 , including service tax as applicable (presently @ 15%) which shall be payable by licensee along with the License fee.

6.4 The utility charges including consumption of electricity charges at commercial rates etc. as per the latest DERC guidelines shall also be payable by licensee to NDMC

in addition to above in accordance with terms & conditions of the agreement. These utility charges shall be payable by Licensee during the whole tenure of Licensee agreement as and when the demand raised by NDMC.

**Draft License Agreement for Exclusive Co-Branding And Advertisement Rights of selected Subways in NDMC Area**

- 6.5 The Licensee agrees voluntarily and unequivocally to make all payments to NDMC as may be due before the due date, without waiting for any formal advice from NDMC.
- 6.6 The licensee shall preferably make the payment of the license fee as per clause 6.2 & 6.3 to NDMC by electronic mode i.e. RTGS/NEFT after taking prior approval of NDMC & complying with the laid down procedure as per annexure 3A, 3B & 3C of the agreement..

**6.7 Non-payment of License fees and other dues.**

- 6.7.1 Non-payment of License Fee and other dues within the prescribed date will constitute Material Breach of Contract and Licensee Event of Default under this Agreement and shall entitle NDMC to terminate the License Agreement as per provisions stipulated in Chapter-15 of the Agreement. Besides, the Licensee shall pay the due License fee along with the required Interest Free Security Deposit / Performance Security as stipulated in Chapter-3 &6 of this RFP document within thirty days (30) of issue of Letter of Acceptance without consideration of any interest and up to 45 days with 2% flat interest on the unpaid amount as per LOA. If the selected bidder fails to pay the required dues as mentioned in LOA within 45 days of issue of LOA, the Letter of Acceptance shall stand cancelled and amount of bid security shall be forfeited by NDMC. The bidder voluntarily and unequivocally agrees not to seek any claim, compensation, damages or any other consideration, whatsoever on this account.

6.7.2 Licensee shall periodically advise the details of payment deposited with NDMC. In the case of non-submission of such details, initially Third party dues i.e. statutory dues / liabilities shall be settled (mandatory liabilities of NDMC), then others dues / liabilities like electricity, OMC etc, and lastly License fee shall be accounted for.

**Draft License Agreement for Exclusive Co-Branding And Advertisement Rights of selected Subways in NDMC Area**

- 6.7.3 The Licensee agrees voluntarily and unequivocally to make all payments as may be due before the due date, without waiting for any formal advice / invoice from NDMC.
- 6.7.4 In case payment is not made by due date, a 15 day's notice to cure the Licensee's Event of Default shall be issued. In the event of Licensee failing to cure the Default, NDMC shall be entitled to terminate the License with 30 days notice and shall be free to forfeit Interest Free Performance Guarantee and take such other action available to it under this Agreement and as per Law.
- (a) Any representation or any request by the Licensee in this regard shall only be entertained if the Licensee deposits 100% dues as per issue / demand within 15 days of issue of Licensee Event of Default Notice, along with a written request in the matter.
- (b) The Licensee shall vacate the premises within 30 days of termination of the License Agreement. A certificate from concerned Executive Engineer of Subway or its authorized representative in proof of Licensee having vacated the site will be required to be submitted by the Licensee. Any claim of vacation / non-vacation without the endorsement of concerned Executive Engineer of Subway or its authorized representative shall not be entertained.
- (c) Interest Free Security deposit/ Performance Guarantee shall be forfeited in case of termination of contract or surrender by licensee before the lock in period of 2 years as

per provisions of this license agreement.

- 6.8 In no case, payments shall be allowed to remain outstanding for a period of more than 45 days. If any stage, the dues remain outstanding for the period of more than 45 days, the License agreement may stand terminated without giving any notice to the Licensee and Interest Free Performance Guarantee shall stand forfeited as per provisions of this contract.



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Chapter-7

7.0 Interest Free Security Deposit / Performance Security

Interest Free Security Deposit / Performance Security: The Licensee shall pay Interest Free Security Deposit / Performance Security to NDMC in advance equivalent to the amount of fixed Annual (6 months) License Fee for the Subway (s) handed over. The amount will be paid in two instalments as per clause 6.2 of DLA. Interest free security deposit/performance Security is to be paid in the following form. Interest free security deposit upto Rs. 10.00 lakhs has to be paid by DD/PO only (in favour of NDMC, and drawn on a scheduled Commercial bank in Delhi). For amount exceeding Rs. 10 lakhs, minimum 50 % in the form of DD/PO (upto a maximum of 50 lakhs) and 50% or balance amount in form of BG/FDR in favour of NDMC Ltd.

**Illustration:** If Interest Free Security Deposit to be paid is calculated as Rs. 75 lakhs, then first Rs. 10 lakhs by DD/PO. For remaining Rs. 65 lakhs, Rs. 32.5 lakhs by DD/PO and remaining Rs. 32.5 lakhs by BG/FDR. Therefore in the above illustration Rs. 42.5 lakhs is to be paid in form of DD/PO and balance Rs. 32.5 lakhs in form of BG/FDR. The interest free Security Deposit/ Performance Security shall be accepted in the following form:

7.1.1 Bank Draft/PO in favour of Secretary, NDMC., payable at New Delhi from a Scheduled Commercial Bank based in India, or

7.1.2 Fixed Deposit Receipt of a Scheduled Commercial Bank / based in India and payable at New Delhi duly pledged in favour of Secretary, NDMC styled as NDMC (a/c name of licensee), or

7.1.3 Irrevocable Bank Guarantee in the prescribed format (Annexure-1) issued by the any Nationalized Bank or other Scheduled Commercial Banks, acceptable to NDMC, from/payable at branches located in Delhi/New Delhi. The Bank Guarantee shall be valid for at least two years. The Bank Guarantee shall be extended and renewed every two years well before expiry of earlier Bank Guarantee, failing which the previous Bank Guarantee shall be invoked and encashed by NDMC without any prior intimation to the licensee. For last year of license period the Bank Guarantee shall be extended and renewed for residual period of contract plus six months and shall renew it further, if required, till the

final settlement of all accounts failing which the Bank Guarantee of the Licensee shall be invoked and en-cashed by NDMC without any intimation to the licensee.

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A separate advise of the BG shall invariably be sent by the issuing bank to the NDMC, through SFMS and only after this the BG shall become operative and acceptable to NDMC. It is therefore in the own interest of the licensee to ensure that the BG issuing bank to send the advice of the BG to NDMC at the earliest.

7.1.4 In case of a Consortium, the performance security is to be submitted in the name of the Consortium.

7.2 Interest Free Security Deposit / Performance Security will be refunded after six months of successful completion of the full term of the License period i.e. 5 (Five) years from commencement date of License Agreement and after adjusting any dues payable to NDMC, reconciliation etc without any consideration of interest or after exit/surrender of the agreement after completion of Lock in period of two years and on receipt of 180 days prior notice, as per the provisions contained in **RFP (clause 7.3) and DLA ( clause 15.3) and** after adjustment of any dues payable to NDMC.

7.3 NDMC reserves the right for deduction of NDMC dues from Licensee's Interest Free Security Deposit / Performance Security for: -

- a) Any penalty imposed by NDMC for violation of any terms and conditions of agreement committed by the Licensee.
- b) Any amount which NDMC becomes liable to the Government/Third party due to any default of the Licensee or any of his director/ employees/ representatives/ servant/ agent, etc.
- c) Any payment/ fine made under the order/judgment of any court/consumer forum or law enforcing agency or any person duly empowered in his behalf.
- d) Any outstanding payment/ claims of NDMC remained due after completion of relevant actions as per agreement.

7.4 Once the amount under above Clause is debited, the Licensee shall replenish the

Security Deposit/ Performance Security to the extent the amount is debited within 15 days period, failing which, it shall be treated as Licensee Event of Default and will entitle NDMC to deal with the matter as per the provisions of RFP and DLA .

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## Chapter-8

### Taxes and Other Statutory Dues

#### 8.0 Taxes and Other Statutory Dues

- 8.1 The Service tax and Advertisement Tax, as applicable from time to time, shall also be borne by Licensee, in addition to the license fee.
- 8.2 The property tax applicable, if any, on the property of NDMC shall be borne by NDMC.
- 8.3 All other statutory taxes, statutory dues, local levies, as applicable (except those mentioned above in clause 8.3) shall be charged extra and will have to be remitted along with the License Fees for onward remittance to the Government. The Licensee shall indemnify NDMC from any claims that may arise from the statutory authorities in connection with this License.
- 8.4 Payment of stamp duty on agreement, if any, to be executed in pursuance of this contract will be borne by Licensee.

**Draft License Agreement for Exclusive Co-Branding And Advertisement Rights of selected Subways in NDMC Area**

**Chapter: 9**

**Innovations, Creativity and Procedure of Approval of Advertisement Spaces**

**9.0 Innovations, Creativity and New Media**

9.1 Licensee shall be at liberty to choose the media in handing over use any format, its design, type and carry out innovation and creativity to add value for maximization of revenues without any audio and, subject to the scope of advertisement spaces specified in the License Agreement. Licensee may utilize state of art technology prevalent anywhere globally. All such advertising spaces are subject to approval by NDMC with regard to

- a) operational feasibility,
- b) aesthetics,
- c) safety & security concerns.
- d) specifications and type of materials used

9.2 Approval of Plan: Licensee shall submit advertising plan for each station indicating type of media and its format, location of advertisement spaces, etc. for approval of NDMC. All the advertising sites proposed by the Licensee in the plan shall be subject to approval by NDMC with regard to aesthetics, operational feasibility, safety & security concerns as well as specifications and type of materials used etc.

9.3 In this regard, a committee comprising of NDMC officials or nominated official shall be designated for granting approval. The committee or nominated official shall communicate its decision in writing within seven working days from the date of submission of proposals by Licensee to NDMC for display of advertisements.

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

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

9.6 The licensee may submit modification / revision of already approved advertisement

plan for each Subway. Such modifications / revision of advertisement plans shall also be considered by NDMC in accordance with above stipulations.

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**Chapter: 10**

**Factors Governing Selection of Permissible Advertisements**

**10.0 Factors Governing Selection of Permissible Advertisements**

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

- a) The advertisement is not 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 of any religious any terms.
- c) The use of NDMC name, logo or title without prior written permission is strictly prohibited. No co-branding with the Licensor is allowed, without prior permission.
- d) No Surrogate advertisements are permitted unless application for placement of the same is accompanied by "no objection certificate" from the Ministry of Information and Broadcasting.
- e) The advertisement should not be in contradiction of any existing Laws/Acts/Legislation passed of Centre/State/Local bodies.
- f) Advertisements pertaining to achievements by different Governments, their Departments, Ministries, Government Undertakings, other Authorities or Political Parties shall be permitted. However, no advertisement of any political party, person violating "Model Code of Conduct" shall be allowed during the period whereby "Model Code of Conduct" has been enforced by Election Commission. Further, no advertisement which violates "Model Code of Conduct" shall be permitted during the period whereby "Model Code of Conduct" have been enforced by Election Commission.

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**Chapter: 11**

**Minimum Material Specifications for Advertisement**

11.1 Licensee shall provide advertisement media / panels / fixtures conforming to international standards of high quality advertising comparable to Airports and Metro of leading nations. Advertisement panels shall be provided by Licensee conforming to the following minimum specifications or its equivalent:

- a) Frame work -SS 304
- b) Backing sheet of G.I.
- c) Internal cables of Fire Retardant Low Smoke type (FRLS) for Elevated as specified in Electrical Procedure Order.
- d) TL tubes for back lighting / illumination with electronic ballast.
- e) Polycarbonate sheet as cover of GE make or equivalent.
- f) Advertising media to be made from Fire Retardant, Low Smoke, and Zero Halogen material.
- g) Frame finishes of Aluminum is also permissible.
- h) In order to have energy conservation, LED or any other energy saving devices confirming to BEE standards should be used at the advertisement sites. For existing sites, the conservation of energy saving devices may also be carried out.

11.2 The advertising media should be of fire retardant, low smoke and comply with all Indian and international standards.



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**Chapter: 12**

**Electrical Specifications and Procedure for Release of Electric Power Supply**

**12.0 Electrical Specifications**

12.1 Electricity supply will be provided as per terms and conditions indicated in Annexure 2A & 2B.

The Licensee shall bear the amount of all the bills/costs for the electricity that may be consumed due to the operation of the advertisement panels /spaces allotted under this agreement. Licensee shall use energy efficient equipment. Advertiser shall follow the I.E. Rules, Acts for safety of equipment, public & Staff.

12.2 Rate of electricity chargeable from Licensee shall be the commercial rate being charged by the NDMC from its Consumers, as DERC policy and Electricity Act (as amended from time to time) shall be applicable.

12.3 Advertising Equipment: All fittings/ erections including electrical cabling, calibration and installation of Meter, Pre-Paid Energy Meters, electrical MDI/TOD, etc. are to be installed as per NDMC's specifications Annexure 2B

12.4 NDMC may provide electricity at the point nearest to the required location on payment of required charges on commercial rates, as applicable to Consumers in NDMC area. The Licensee may also undertake electrical works for extension of power from nominated source under NDMC supervision and complying all codal provisions & NDMC specifications. The Licensee shall follow the provisions stipulated in "Rules and Guidelines for Release of Electric Power" (Annexure-2A) as amended from time to time.

12.5 The licensee shall invariably make provisions for TOD energy meter as per the latest DERC guidelines.

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**Chapter: 13**

**Maintenance of Advertisement Spaces**

**13.0 Maintenance of Advertisement Spaces**

- 13.1 Licensee shall keep and maintain the advertisement media/panel in neat, clean condition and in safe & sound manner during all the time of License tenure. Any defective, weak or corroded structure should be replaced immediately with new proper structure after due certification from reputed agency. In case of any incident / injury caused by advertisement media due to error / omission attributable on the part of Licensee, the Licensee shall be responsible for all compensation.
- 13.2 Licensee shall ensure that Licensee and its employees or other persons involved in the execution of the work does not in any way impinge on the safety and security of Subway(s), safety & convenience of Public, safety of NDMC properties and its assets. In case of serious accident caused due to negligence of the Licensee, resulting in injury, death to commuters or NDMC employees or loss to NDMC property, it shall constitute Material Breach of Contract and considered Licensees Event of Default that shall entitle NDMC to terminate the License Agreement with 30 days written notice.
- 13.3 Access to Subway for the purpose of placement of advertisements shall be regulated by the office of the concerned Executive Engineer of Subway(s) and the Licensee is required to take necessary permissions in this regard from the office of concerned Executive Engineer of Subway(s) as per extant policy of NDMC. It is clarified that the permission to the Licensee shall not be unduly denied.
- 13.4 Joint inspection of Subway(s) may be conducted by NDMC officials and Licensee, at mutually convenient time. Discrepancy noticed or instructions issued by NDMC shall be

rectified / complied by the Licensee within a period of 7 days, failing which NDMC reserves the right to impose fine up to Rs.5,000/- per instance of irregularity per week. Deliberate or willful non-compliance of NDMC written instructions for a period of 90 days shall constitute Material breach and Licensee Event of Default, which shall entitle NDMC to en-cash security deposit in part or full and or terminate the License Agreement after giving 90 days notice to the Licensee.

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13.5 Such termination of the License Agreement and forfeiture of the interest free performance guarantee by NDMC shall be without prejudice to any other damages, rights or remedies applicable under law in its favor.

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

- a) Any staff of Licensee found in drunken condition / indulging in bad conduct.
- b) Any staff of the Licensee found creating nuisance on duty.
- c) Improper maintenance & defacement of the NDMC Property.
- d) Dishonor of drafts and Cheques given by Licensee in favor of NDMC.
- e) Misbehavior with staff of NDMC and Public.
- f) Not following safety and security norms as may be indicated by authorized representative of NDMC.

13.7 The option to impose fine, penalty, etc under this License Agreement shall be exercised by Nominated NDMC Official not below the rank of Executive Engineer.

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**Chapter: 14**

**Force Majeure**

**14.0 Force Majeure**

**14.1 Force Majeure**

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

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

14.2 The License fee for the portion affected due to Force Majeure shall be exempted for the affected period if the force majeure condition persists for more than 7 days.

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

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**Chapter: 15**

**Licensee Events of Default and Termination of License**

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

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

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

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

15.1.3 If the Licensee fails to pay License Fee or other amounts due to NDMC.

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

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

15.1.6 If Licensee is in violation of any of the other Clauses of this Agreement and after three written notice from NDMC fails to cure the Default to the satisfaction of NDMC.

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

15.2.1 NDMC, after giving due notice to the Licensee to Cure the Default, shall be entitled to terminate the License Agreement with a 30 day termination notice. For the avoidance of Doubt, it is clarified that the Cure Period available to the Licensee shall be as provided in various Clauses and sub-clauses of this Agreement.

15.2.2 NDMC shall issue a note to the licensee to cure the defaults, failing which the under proceedings shall be initiated as per schedule/notice period

defined in the bid document.

- 15.2.3 In all other cases of Licensee's Event of Default where specific notice period is not provided, NDMC shall issue a Notice to Licensee to cure the Default

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within 30 days. If the Licensee fails to cure the Default within 30 days, NDMC after giving a final 30days" notice shall be entitled to terminate the License Agreement, in such case the Interest free security deposit shall be forfeited to NDMC as per the provisions of this contract/license agreement.

**15.3 Surrender of Contract Agreement :**

- a) If the Licensee is desirous of terminating the license hereby created before expiry of the lock-in period of two years, the License Agreement shall deemed to be terminated on the date mentioned in termination/ surrender notice, subject to confirmation by NDMC. In such a case, the balance Interest Free Security Deposit/ Performance Security shall be forfeited in favour of NDMC. No grace period shall be provided to licensee in such a case. NDMC may also recover the balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Security, from the other contracts of licensee in NDMC. Balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Security, shall also be recoverable from the licensee before licensee is permitted to remove their establishment(s) or else NDMC will seize their property at zero/nil value. NDMC shall be free to dispose-off the said property / goods in whatsoever manner as it deems fit. Licensee shall have no claim for compensation or consideration / damages on this account.
- b) The Licensee shall have an option to exit from the License Agreement immediately after completion of lock-in period of 2 years. For this, the licensee shall give 180 days prior intimation to NDMC which can be given before completion of defined lock-in period. [In this case lock in period is of 2 years, prior intimation can be given after 1 1/2 years], however option to exit will be available after two years. In such a case, balance Interest Free Security Deposit/ Performance Security of the Licensee shall be refunded after adjusting the outstanding dues, if any, payable on the part of Licensee. NDMC may also recover the balance outstanding dues, if are more than

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

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- c) If the Licensee is desirous of terminating the license after expiry of lock-in period without serving any intimation period or shorter intimation period than 180days,the agreement shall deemed to be terminated on completion of such improper/short intimation period. In such cases, the Interest Free Security Deposit/Performance Security shall be refunded to the Licensee after adjustment of license fee for period shorter than 180 days (notice period) and outstanding dues, if any. NDMC may also recover the balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Security, from the other contracts of licensee in NDMC. Balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Security, shall also be recoverable from the licensee before licensee is permitted to remove their establishment(s) or else NDMC will seize their property at zero/nil value. NDMC shall be free to dispose -off the said property / goods in whatsoever manner as it deems fit. Licensee shall have no claim for compensation or consideration / damages on this account.
- 15.4 On Operational Ground: NDMC reserve the rights to terminate the License Agreement by giving three month advance notice on operational ground. The License agreement will stand terminated on expiry of 3 months notice. The advance annual license fees deposited by the Licensee for the balance period of that year shall be refunded on pro-rata basis, without consideration of any interest. Further, the Interest free Security deposit will be refunded after adjusting outstanding dues payable to NDMC, if any. The Licensee voluntarily agrees not to seek any claim, compensation, damages or any other consideration whatsoever on any ground in this regard. The Licensee shall remove all the media, fixtures, panels, etc. from NDMC premises within 30 days of issue of such termination letter, failing which these structures, media,



fixtures, panels, etc. shall become property of NDMC.

- 15.5 **Handing over on Termination / Completion / Surrender:** In case of Termination / Completion / Surrender of the License Agreement, the Licensee shall hand over to NDMC or its authorized representative peaceful vacant possession of all Advertising Sites. Licensee shall remove all the media, fixtures, panels, etc. from NDMC premises within 30 days of issue of termination letter/surrender completion. No license fee would be charged for this grace period of 30 days. However, If the licensee fails to vacate the licensed premises/ space within the above grace period, penalty of twice the prevalent monthly license fee shall be chargeable for occupation beyond this 30 day days period. If, the licensee fails to vacate the licensed space / premises within

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the grace period, and after lapse of this 30 days grace period, NDMC shall take over the goods / property treating at NIL value, even if it is under lock & key; and NDMC shall be free to dispose-off the goods / property in whatsoever manner as it deems fit. Licensee shall have no claim for compensation or consideration / damages after completion of grace period on this account. If, licensee fails to pay the penalty, applicable in case of non-vacation of premises, the same shall be adjusted from the Interest Free Security Deposit / Performance Security available with NDMC. **No grace period shall be provided to licensee, if licensee terminates the contract within the lock-in period.**

- 15.6 The termination of this Agreement shall not release either party from its obligation to pay any sums then owing to the other party nor from the obligation to perform or discharge any liability that had been incurred prior thereto.

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Chapter: 16

Dispute Resolution

16.0 Dispute Resolution

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

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

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

payments to NDMC as per the License Agreement.

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

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**Chapter: 17**

**Miscellaneous**

**17.0 Miscellaneous**

**17.1 Insurance and Waiver of Liability**

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

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

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

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

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

of any nature.

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- 17.6 The Licensee hereby agrees that NDMC shall have no responsibility as regards Licensee employees and the employees shall be the employees of Licensee only and shall not be construed under any circumstances as employees of NDMC. Licensee hereby indemnifies NDMC against the claims made by Licensee's employees against NDMC.
- 17.7 The Licensee hereby undertakes to discharge all statutory obligations and liabilities in connection with employment of its personnel in the said premises. Licensee hereby indemnifies NDMC against any liability arising in connection with the employment of its personnel in the said premises by Licensee. Licensee hereby undertakes to carry out police verification of its employees and submit the copy of same to Executive Engineer, CP Division of NDMC in accordance with NDMC's policies regulations prevalent at that time.
- 17.8 That no tenancy/sub-tenancy is being created by NDMC in favor of Licensee under or in pursuance of this Agreement and it is distinctly & clearly understood, agreed & declared by and between the parties hereto that: -
- a) That the Licensee shall not have or claim any interest in the said premises as a tenant/ sub-tenant or otherwise:
  - b) That no right as a tenant/sub-tenant or otherwise is purported or intended to be created or transferred by NDMC in favor of Licensee in or in respect of the said premises, except to carry out their activities over the granted space under this License Agreement; and
  - c) That the rights, which Licensee shall have in relation to the said premises, are only those set out in this Agreement.
- 17.9 The relationship between NDMC and Licensee under and/or in pursuance of this Agreement is as between Principal and Principal. Consequently, neither party shall be entitled to represent the other and/or make any commitment on behalf of and /or with traders or any other party. Furthermore, no relationship in the nature of Partnership or Association of persons is hereby being created or intended to be created between

NDMC on the one hand and Licensee on the other hand in connection with and/or relating to business to be operated by Licensee at the said premises.

17.10 Licensee shall bear all salaries, wages, bonuses, payroll taxes or accruals including gratuity, superannuating, pension and provident fund contributions, contributions to worker's compensations funds and employees state insurance and other taxes and charges and all fringe and employee benefits including statutory contributions in

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respect of such personnel employed/deployed by the Licensee and these personnel shall at no point of time be construed to be employees of NDMC and the Licensee shall be solely responsible for compliance with all labor laws which shall include all liabilities of the Provident Fund Act, ESI Act, Workmen's compensation Act, Minimum Wages Act and other Labor Welfare Act in respect of its personnel. The Licensee shall indemnify NDMC from any claims that may arise in connection with above.

17.11 Employees conduct: The Licensee shall ensure that all persons employed behave in an orderly and disciplined manner and that the said employees are prohibited from carrying on any unlawful, unfair activities or demonstrations. The Licensee shall, within 30 days of handing over of the Subway(s), submit the details/Bio data of personnel, it intends to employ/deploy for carrying out the work of media installation. The personnel deployed shall be decent, courteous and without any adverse or criminal background. In this connection, Licensee shall be required to furnish declaration to NDMC with respect to all his personnel deployed. Further, within 45 days of issue of LOA, Licensee shall submit police verification report in respect of all its personnel (to be deployed for the work of media installation) to NDMC. All the Licensee's personnel shall be required to possess ID card while working in NDMC's premises as per prevailing procedure.

17.12 Advertisement spaces & retail space on Subway(s) are hereby provided to Licensee on "as is where is basis". The Co-Branding activities are granted to the Licensee at Selected Subway(s) in on exclusivity basis. NDMC shall not engage in future any third party for commercial advertisement inside these selected Subways during the currency of License period. However, NDMC reserves the right to put generic signages on the retail outlets and in property development areas inside/outside stations.

17.13 That the Licensee shall appoint a Manager/Supervisor whose scope of services with respect to this license agreement shall also include following:

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- a) Employ and engage as their own employees, trained, skilled and qualified staff and endeavour to maintain and provide services to full satisfaction and to pay their wages and salaries regularly and promptly.
- b) Ensure that fire detection and suppression measures were installed inside his premises are kept in good working condition at all times. The Licensee will at any case keep fire fighting equipment as per NDMC requirements as indicated by the Fire officer / Authorized representative of NDMC inside his premises in good working condition at all times and also train and keep trained all his employees in the use of these equipment. The Licensee will be solely responsible for any loss of life or property due to nonfunctional of fire safety facilities in emergencies. The fire officer / authorized personnel, of the licensor will have unfettered access to the said premises, for inspection / checking of fire detection and suppression measures etc. The instructions issued by the licensor's fire officer shall be obeyed and complied with fully without any demur. Any costs associated with carrying out the instructions of the fire officer/ authorized personnel of the licensor will be borne solely by the licensee.
- c) Ensure that all electrical wiring, power outlets and gadgets are used and maintained properly, for guarding against short circuits / fires and observing all notified statutory provisions and standards.

17.14 In case of non-payment of License fees and other dues or any other reasons whatsoever, the Licensee voluntarily agrees to and permits the licensor "NDMC" to disconnect all utility services including electric supply to the licensed premises and also seal the licensed premises. The Licensee agrees voluntarily and also undertakes not to seek any claim, compensation, damages or any other consideration whatsoever, which may arise due to such disconnection and sealing by the Licensor.

17.15 That the Licensee shall be responsible to obtain any or all permission and/or clearances from any/all authorities, governmental or otherwise and NDMC shall not be liable or

responsible for any of the act or omissions committed on the part of the licensee.

17.16 The Licensee agrees voluntarily and unequivocally to make all payments as may be due on the due date, without waiting for any formal invoice from the licensor. The Licensee also voluntarily agrees to collect the invoices from the office of the Authorized representative of the licensor (NDMC) before the due date. Non receipt of invoice will not be a consideration for delayed or non-payment of dues.

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17.17 In case of restricted availability of power supply / breakdown, the Subway(s) requirements would get first priority and this may result in restriction / rostering of power supply to the Licensee in such situations. In such situations or any supply disruptions due to strikes of employees, breakdowns of machinery and plant, lockout, failures of incoming supply of NDMC or such causes where the supply of NDMC is affected by a cause or causes over which NDMC has no control, NDMC shall not be liable for any claims for loss, damage or compensation whatsoever, arising out of failure of supply due to any of the afore mentioned causes.

17.18 The Licensee voluntarily and unequivocally agrees to provide unfettered and unconditional access to the licensed premises for security checks by security officers of the licensor and also agrees to comply with all directives as may be given from time to time by the security officers of the licensor.

17.19 Notices

- a) That any notice to be served upon NDMC shall be sufficiently served and given if delivered to-  

**“ Executive Engineer (Civil),  
Connaught Place Division, Civil Engg. Deptt.,  
Room No. 1611, Palika Kendra, Sansad Marg,  
New Delhi-110 001”**
- b) That any notice which may be required to be served upon the Licensee shall be served and given if delivery by Registered AD/Speed Post/Courier/e.mail at the Address given on the First page of the License Agreement or delivered in person to the authorized representative of Licensor as given in 17.20 (a).
- c) That any notice or correspondence under the terms of this License shall be in



writing by registered post/ Speed Post/ Courier or delivered personally. All activities including day to day management, billing, cancellation/termination/surrender etc. shall be carried out from the office of the concerned Executive Engineer of Subway(s) or by his duly authorized representative. All Notice shall be addressed as follows:

- d) Only written instructions/ notices of any party shall be entertained by the other party.

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Annexure-1

**Format of Bank Guarantee**

(The Bank Guarantee shall either be from State Bank of India or any other Nationalized Bank or other Scheduled Commercial Banks from payable at branches located in Delhi/New Delhi only on non-judicial stamp paper of appropriate value)

BANK GUARANTEE NO. \_\_\_\_\_ dated \_\_\_\_\_

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

In favour of

The New Delhi Municipal Council (hereinafter called "NDMC"), having its office at Palika Kendra, Sansad Marg, New Delhi-110001, which expression shall unless it be repugnant to the subject or context thereof include its successors and assigns;

WHEREAS: -

1. NDMC, with a view to augment its revenues through non-operating revenue, has granted Co-Branding at Selected Subways to M/s \_\_\_\_\_ (hereinafter called "Licensee").
2. NDMC has agreed to provide to the Licensee, Branding and Advertising Spaces both inside & outside the Subway(s), which shall include advertising inventories of \_\_\_\_\_

approximately \_\_\_\_\_ sqm on "as is where is basis".

3. Therein after referred to as Co-Branding of the selected Subways, on payment of License Fee to NDMC on the terms and conditions hereunder contained in this License Agreement.
4. This License is for a period of Five (5) years from the date of commencement of License fees, unless otherwise terminated/surrendered earlier or extended further.
5. The offer submitted by M/s \_\_\_\_\_ having their registered office at \_\_\_\_\_ has been accepted by NDMC vide LOA No. \_\_\_\_\_ dated \_\_\_\_\_.
6. As per the terms of the above mentioned LOA, the Licensee has been selected for Co-Branding at Selected Subway(s) of NDMC for the duration of the License.

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7. The Licensee is also required to make payments of License Fees & other dues as per contractual obligations and applicable taxes to NDMC.
8. The Licensee shall also: -
  - a. bear and pay all expenses, costs and charges incurred in the fulfillment of all its obligations under the License Agreement; and
  - b. 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 the License Agreement.
9. The Licensee is required to furnish an unconditional irrevocable Bank Guarantee for an amount of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) i.e. equivalent to the Annual license fee for each of the Selected Subway, 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 NDMC.
10. Now, therefore at the request of the Licensee, the Guarantor has agreed to execute this Guarantee in favour of NDMC for the due payment of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only).

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

1. The Guarantor, as primary obligor shall, without demur, reservation, contest, recourse or protest and/or without reference to Licensee, pay to NDMC an amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only), on the same working day of receipt of a written demand from NDMC, 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 NDMC 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 NDMC in this regard shall be final and binding on the Guarantor, notwithstanding any differences in this regard between NDMC and the Licensee or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority. The scheduled commercial Bank issuing the above bank guarantee confirms that it is on the SFMS (structured financial messaging system) platform, and it will send a separate advise of the BG shall invariably be sent by the issuing bank to the designated bank of NDMC, through SFMS , after obtaining details thereof from the licensor.
3. Any such demand made on the Guarantor by NDMC shall be conclusive, absolute, final and binding on the Guarantor, and the amount due and payable by the Guarantor under this Guarantee will be honored by the Guarantor, simply on demand, without demur, reservation, contest, protest, recourse whatsoever and without need for ascribing any reason to the demand. The liability of the Guarantor under this guarantee is absolute and unequivocal. The above payment shall be made without any reference to the Licensee or any other person.

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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 NDMC and the Licensee, and shall continue to be enforceable till all amounts under this Guarantee are paid. The said Guarantee shall be released by NDMC after the expiry of the License Period subject to fulfilment of all handover requirements by the Licensee, to the satisfaction of NDMC and further subject to adjustment for all damages suffered by NDMC.
5. This Guarantee is unconditional and irrevocable till such time NDMC 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 NDMC to proceed against the Licensee before proceeding against the Guarantor, notwithstanding the fact that NDMC may have obtained or obtains from the Licensee, any other security which at the time when proceedings are taken against the Guarantor hereunder, is outstanding and unrealized.
7. The obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the License Agreement or other documents or by extension of time of performance of any obligations granted to the Licensee or postponement / non-exercise / delayed exercise of any of its rights by NDMC against the Licensee or any indulgence shown by NDMC 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

NDMC or any indulgence by NDMC 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 Bank agrees that NDMC at its option shall be entitled to enforce this guarantee during its currency against the bank as a Principal Debtor in the first instance without proceeding against the Licensee and notwithstanding any security or other guarantee that NDMC may have in relation to Licensee's liabilities.
10. The guarantee hereinbefore contained shall not be affected by any change in the constitution of the Bank or of the Licensee.
11. The expressions "Bank" and "Licensee" hereinbefore used shall include their respective successors and assigns.
12. The Courts at Delhi shall have exclusive jurisdiction to adjudicate on any or all matter arising under this Guarantee.
13. The Guarantor declares that it has power to issue this Guarantee and discharge the obligations contemplated herein and the undersigned is duly authorized to execute this Guarantee
14. This guarantee shall come into effect forthwith and shall remain in force upto \_\_\_\_\_ or the extended period if any and shall not be revoked by the Guarantor at any time without NDMC's prior consent in writing. This Guarantee is initially valid for a period of Two years from the date of signing. [The initial period for

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which this Guarantee will be valid must be for at least six months longer than the anticipated expiry date of License Agreement.]

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

For and on behalf of the \_\_\_\_\_ Bank.

Signature of authorized Bank official

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

I.D. No.: \_\_\_\_\_

Stamp/Seal of the Bank: \_\_\_\_\_

Signed, Sealed and Delivered  
for and on behalf of the Bank

by the above named \_\_\_\_\_

In the presence of:

Witness-1

Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Witness-2

Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

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Annexure-2A

**Rules and Guidelines for Release of Electric Power**

1. Electric power required for commercial activity within footprint of Subway(s) is required to be sourced from existing available source of NDMC station; availing power supply from outside agencies in NDMC is not permitted. The disbursement of power at different stations shall be dealt with individually under separate connections.
2. The power supply connection released for commercial activity shall be from the available NDMC power network, which is reliable having adequate redundancy. DG supply will not be made available. The power fed shall be from normal source without backup network, Applicant's may however, provide UPS / Inverter at their cost if they so desire. Installation of DG set is not permitted.
3. Underground metro stations are already air-conditioned and hence separate AC for these are not required. In underground stations, installation of window / split AC are not permitted, in case of A/C requirement tapping of connection from chilled water line shall be given on chargeable basis, further work shall be done by Applicant. However, for elevated stations Applicant may provide AC at his own cost conforming to detailed specifications attached at Annexure-E.
4. NDMC will attempt to provide electricity at the point nearest to location; Applicant is required to pay the cost of electrical works required for extension of power from NDMC panel / DB up to site on actual basis + NDMC service charges @15%. Alternatively, Applicant may also undertake electrical work for extension of power from nominated source under NDMC supervision and complying all codal provisions as listed in NDMC

specifications, upon payment of requisite fees of Rs. 10,000/- per feeder (one feeder with energy meter).

5. NDMC provides power supply up to leased premises on chargeable basis. For meeting the requirement following works shall be done:
  - a) Supplying and laying including end termination of suitable size (rating suitable for allowable electric load) LT FRLS cable (from source to nearest point) as per standard specifications.
  - b) Supplying and laying of meter box, pre-paid energy meter and MCB for extending the power. Pre-paid energy meters require periodic recharge if timely recharge is not done then electric supply is automatically disconnected.
6. Applicant shall extend power supply from this Meter box at his own cost. Please find attached list of approved makes and specifications to be complied for carrying out

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electrical works inside leased premises in Annexure-D. Applicant is also required to comply with necessary provision for fire safety in accordance with stipulations attached at Annexure-F. The work executed by Applicant shall be inspected by NDMC representative for ensuring compliance of specifications / stipulations of contract. The applicant shall make provision for TOD energy meter as per DERC guidelines.

7. At the end of the contract (pre-mature surrender/termination, natural completion, etc.), all cable, pre-paid meter, connected software, etc. shall be sole property of NDMC. The Applicant voluntarily and unequivocally agrees not to seek any claim, damage, compensation or any other consideration whatsoever on account of time and costs associated, in making provision of electricity.
8. Mode of power supply: If Applicant desires they may seek temporary or permanent connection. Temporary connection is given for limited time i.e. 30 days.
9. Permanent connection is given after ensuring all safety compliance and completion of electrical and fire safety works in leased premises in all respect.
10. During tenure of temporary power supply Rs.100/- per week per KW or part thereof shall be charged over and above applicable tariffs.
11. In case of failure to convert, the temporary connection to permanent within stipulated time, temporary connection charge shall be doubled. Format of application for temporary and permanent connection and lists of documents required are attached

at Annexure- A& B.

12. Tariff: Rate of electricity shall be charged from Applicant at which concerned DISCOM would be charging, had they obtained electric connection from them.

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Annexure -2B

**Specifications for Electrical Works**

1. Applicant is required to prepare all the plans/drawings for Electrical & Fire work to be carried by them and obtain prior approval of NDMC before execution. The work is required to be executed as per IE rules and through a licensed Sub Contractor. All costs associated with provision of electricity will be borne solely by the Applicant. The Applicant hereby voluntarily and unequivocally agrees not to seek any claim, damages, compensation or any other consideration whatsoever on account of time and cost associated in making provision of electricity.
2. For Elevated station, load up to 10 KVA shall be given in single phase & in case of underground stations, load upto 5KVA shall be given. Above this, it shall only be given in three phase. License is required to balance load at his end so that no unbalancing occurs at NDMC end.
3. Cables upto 6 Sq.mm will be of copper conductor and above 6 Sq.mm Aluminium conductors may be used. However in case of underground station, use of Aluminium conductor cable is not allowed. Cables for single phase shall be three core, with one core as earth. For three phase load, four core cable along with separate 2 nos. of 8 SWG GI wires shall be used for earthing. For underground stations, 2 separate earth wire of 8 SWG copper conductors shall be used.
4. For elevated stations, all wires shall be FRLS. Cables shall be armoured, XLPE, FRLS. In case of Underground stations, all wires and cables shall be armoured, XLPE FRLSZH and conform to NFPA-70, BS-6724 and BS6724.
5. The meter along with MCB & ELCB box will be metallic and without any holes. DP MCB & ELCB is required for single phase supply. TPN MCB and ELCB is required in case of three phase. ELCB, cables, MCB rating for main connection shall be as per Table- 1.
6. Use of any PVC material is not permitted in the underground stations
7. Applicant will provide a separate protection for their electric requirement with proper

discrimination with upstream breaker.

8. All materials specification must follow standards, codes and specification as used by NDMC in the E&M works.
9. In case, the Applicant draws power more than the sanctioned load, electricity connection may be disconnected. The electricity connection will be restored on first occasion only when Applicant pays necessary penalty as per DERC norms and removes excess load.
10. Only Galvanized Cable tray, Conduit, Cable Ladder shall be allowed.
11. Internal wiring of luminaries (Light Fittings) and Signages in signage"s panel shall also be FRLSZH in case of UG stations.
12. All Plastic accessories used in luminaries shall be non-flammable material, meeting all the NFPA requirements, preferable by UV and shall be suitable for application at UG station conforming to UL - 94 standards on flammability of material.



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**Annexure-3A**

No. .... Dt. \_\_/\_\_/\_\_

Undertaking regarding payments though RTGS/NEFT/ECS mode in PB Agreement

The license agreement between Mr./Mrs./Miss /M/s. \_\_\_\_\_ (name of the Licensee/ company/ party) and NDMC Ltd. executed on Dt. \_\_\_\_\_.

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

I/We \_\_\_\_\_ (name of the Licensee/ company/ party) have been made to understand that payments of contract shall be acceptable to NDMC in the form of Bank Draft/

Pay order/ Demand draft only and in case, I/we \_\_\_\_\_ intend to make payments through RTGS/NEFT/ECS procedures the same shall require prior approval of NDMC as per the terms and conditions detailed as under:

1. RTGS/NEFT/ECS mode of payments shall require prior approval of NDMC for which Licensee/ party/company must take consent from the property business cell of NDMC in the standard format attached at Annexure–III(1).
2. Once NDMC has given their approval, the party must intimate every time before submission of any payment through RTGS/ NEFT/ ECS at least seven (7) days prior to due date for making payment in prescribed format attached at Annexure–III(1). NDMC shall give their consent with in two working days within the receipt of aforesaid intimation for submission of request as per Annexure–III(2).
3. In case of any delay in receipt of aforesaid intimation mentioned at Pt. No. 2, NDMC reserve the right for refusal to accept payments through RTGS/ NEFT/ RTGS mode of payments.
4. In event of Licensee/ party/ company's non-compliances to the aforesaid requirements. NDMC shall take action as under:

a.) In the absence of any details from Licensee/ party/ company for consideration of NDMC amount received from the party shall not be accounted for and party shall continue pay interest/ penalty

on the outstanding as per the provision of contract.

b.) In case of receipt of payment with incomplete details payment received shall be adjusted /allocated in the following order:

i) All the statutory dues/ Taxes shall be adjusted first.

ii) All payments made by NDMC on behalf of Licensee/ party/ company such as water/ electricity/ maintenance charges/ annual maintenance charges etc. shall be adjusted after the adjustment statutory dues/ Taxes as mentioned in Pt. No. 4.b.i above.

iii) All previous outstanding dues existing on date of receipt of payment including interest/ penalty imposed.

iv) Sum remaining after adjustments as per items No. (i) to (iii) above shall be adjusted against lease rent/ space rent/ license fee as per the terms of contract.

v) In case amount received is even shorter than statutory dues, the Licensee shall be liable to pay all the penalties as declared/ decided by the statutory bodies or as applicable under the provisions of law. In addition to this, Licensee/ party/ company shall also attract penalties as per the provisions of license agreements. Repeated violations of aforesaid instructions shall be treated as non performance/ breach of agreement and under the provisions of license agreement may attract maximum penalty of termination of license agreement.

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

**Licensee**

**Name and designation of authorized representative of**

**Annexure-3B**

**FORMAT FOR INTIMATION FOR DEPOSITION OF PAYMENTS VIA RTGS/NEFT/ECS IN PB CONTRACTS**

1. Name and address of client/Licensee \_\_\_\_\_

2. Customer ID \_\_\_\_\_

3. Lease out No \_\_\_\_\_

5. Period of Invoice \_\_\_\_\_

6. Head/item wise details of payment to be submitted as described in the invoice

Item No.	Description/Head Details	Period	Amount
Gross amount to be deposit			
Less statutory deductions such as TDS, VAT, S. Tax etc.			
Net amount to be deposit			

7. TDS registration No. of client/Licensee \_\_\_\_\_

8. S. Tax registration No. of client /Licensee \_\_\_\_\_

9. D.VAT registration No. of client /Licensee \_\_\_\_\_

Note: NDMC's authorized bank name and account No. to which payments to be made –

IFSC code – \_\_\_\_\_ MICR \_\_\_\_\_ 110024043, A/c No. – 1120005800000023.

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

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

To be filled by NDMC Officials

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

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

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

**Dated:** \_\_\_\_/\_\_\_\_/\_\_\_\_

**Signature of Authorised Representative  
of Licensee**

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**Annexure-3C**

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

To,

**New Delhi Municipal Council,  
Palika Kendra, Sansad Marg,  
New Delhi- 110001**

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

Ref: 1.) The license agreement between Mr./Mrs./Miss/M/s. \_\_\_\_\_ (name of the Licensee /company / party) and NDMC Ltd. executed on Dt. \_\_\_\_\_.

2.) Lease out No. and Customer ID \_\_\_\_\_ (as mentioned in invoice).

Sir,

1.) With reference to above mentioned subject matter, it is requested that kindly allow us to avail the RTGS/NEFT/ECS mode of payment for deposition of payments against aforementioned license agreement.

2.) That, I/we \_\_\_\_\_ (Name of Licensee/ authorized representative of company/ party/ Licensee) have understood the terms and conditions related to deposition of payments via RTGS/ NEFT/ ECS mode.

3.) That, I/we also voluntarily agree to submit the format for intimation for deposition of payments via RTGS/NEFT/ECS in PD contracts seven (7) days before due date as mentioned in invoice or last date for submission of payments as per the terms and conditions of license agreement every time for approval of NDMC Ltd for making payments via RTGS/NEFT/ECS mode.

**Dated:** \_\_\_\_/\_\_\_\_/\_\_\_\_\_  
**Representative**

**Signature of Authorised  
of Licensee**

4.) After making payments, I/we shall also undertake to submit the details with payment confirmation before due date.

5.) I/we also understand that in case of non-compliances, it shall be considered as breach of agreement and action shall be taken as per the terms and conditions of license agreement.

Thanking you

**Name and designation  
of authorized representative  
of Licensee**

To be filled by NDMC Officials

On the request for the \_\_\_\_\_(name of Licensee/ party/ company), they are allowed to deposit the payment via RTGS/ NEFT/ ECS mode in NDMC's authorized bank name and account No. to which payments to be made- \_\_\_\_\_IFSC code \_\_\_\_\_, MICR code - \_\_\_\_\_, A/c No. - \_\_\_\_\_ subject to submission of format for intimation for deposition of payment via RTGS/NEFT/ECS in PD contracts every time seven (7) before due date for approval of NDMC and submission of confirmation of deposition of payments before the due date.

**Annexure-4A**

**Handing Over Note**

Date: \_\_ \_\_ 2017

Vacant possession of Subway(s) \_\_\_\_\_ particularly described in the schedule annexed \_\_\_\_\_measuring \_\_\_\_\_Sqm, is handed over to the Licensee, \_\_\_\_\_ through Sh/Smt./Ms.....of M/s. ....office at..... on..... (date).....at.....(time), in the presence of \_\_\_\_\_ representatives. Licensee hereby acknowledge the receipt and assumes all responsibility of the above described site, as provided in the License Agreement, from the date and time stated above.

\_\_\_\_\_  
Licensee

\_\_\_\_\_  
Licensor

**Annexure 4B**

**Taking Over Note**

**Date: .....2017**

Vacant possession of the Subway(s) \_\_\_\_\_ particularly described in the schedule annexed \_\_\_\_\_ measuring \_\_\_\_\_ Sqm, is taken by the Authorized NDMC representative on \_\_\_\_\_ (Date) \_\_\_\_\_ (Time) from the Licensee Through Sh/Smt./Ms.....of \_\_\_\_\_ the Office of \_\_\_\_\_, in the presence of \_\_\_\_\_

\_\_\_\_\_  
Licensee

\_\_\_\_\_  
Licensor s

End Page