

MAHARASHTRA METRO RAIL CORPORATION LTD.

(NAGPUR METRO RAIL PROJECT)

Volume II - Draft License Agreement

For

**Awarding of Exclusive Train Wrapping Rights of Nagpur Metro
Trains on Reach-1 and/or Reach - 3 of Nagpur Metro Rail Project
for a period of 03 years.**

Tender No: N1PD - 26 /2020

September - 2020



MAHARASHTRA METRO RAIL CORPORATION LTD.

"Metro Bhavan"

**VIP Road, Opp. Dr. Babasaheb Ambedkar College,
Near Deekshabhoomi, Nagpur- 440010**

[Website: http://www.metro railnagpur.com](http://www.metro railnagpur.com)

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LICENSE AGREEMENT

THIS AGREEMENT is entered into on this the day of, 20.....

BETWEEN

1. **Maharashtra Metro Rail Corporation Limited**, a company incorporated under the Companies Act, 1956/2013 bearing CIN Number - U60100MH2015SGC262054, PAN Number - AAECN8723A, having its registered office at "Metro House, 28/2 Anand Nagar, C K Naidu Road, Civil Lines, Nagpur-440001" and corporate office at "Metro Bhavan" VIP Road, Opp. Dr. Babasaheb Ambedkar College, Near Deekshabhoomi, Nagpur- 440010 (hereinafter referred to as "Maha-Metro"), which expression shall, unless it be repugnant to the subject or context thereof, include its administrators, successors and assigns)) of the ONE PART;

AND

2. a company/Partnership Firm/Proprietorship Firm/LLP incorporated / registered under the provisions of the Act, bearing registration Number PAN Number., having its registered office at, (hereinafter referred to as the "Licensee" which expression shall, unless repugnant to the context or meaning thereof, include its successors and assigns) of the Other Part.

WHEREAS:

- (A) Maha-Metro, with a view to augment its revenues through non-operating measures/earnings, had invited bids (by its Request for Proposal No.____ dated (the "Request for Proposal" or "RFP")) from the interested parties for granting the '**Awarding of Exclusive Train Wrapping Rights of Nagpur Metro Trains on Reach-1 and/or Reach - 3 of Nagpur Metro Rail Project for a period of 03 years**', through open bidding process.
- (B) Based on fulfilment of eligibility criteria as laid down in RFP document, Maha-Metro has selected M/s. _____ as successful bidder (hereinafter referred to as "Licensee") for **awarding of Exclusive Train Wrapping Rights of Nagpur Metro Trains on Reach-1 and/or Reach - 3 of Nagpur Metro Rail Project for a period of 03 years**.
- (C) The Licensee shall perform the obligations and exercise the rights under the Letter of Acceptance (LOA), including the obligations to enter into the License Agreement, pursuant to the LOA for undertaking the License.
- (D) Maha-Metro has agreed to provide to the Licensee, the exclusive rights for train wrapping on metro trains running on Reach – 1 and/or Reach 3 of Nagpur Metro Rail Project on "as is where is basis", herein after referred to as "train wrapping", on payment of License Fee to Maha-Metro on the terms and conditions hereunder contained in this License Agreement.

- (E) The Licensee shall have exclusive rights to design, procure, install, manage, operate, maintain, market and sell the train wrapping opportunities available on the Reach-1 and/or Reach-3 of Nagpur Metro Rail Project as specified in this Agreement at its own cost. The train wrapping media shall be designed by the Licensee and get approved from Maha-Metro before installation. The Licensee shall be responsible for removal of advertising inventory (vinyl) at the end of License Period.

NOW THEREFORE, in consideration of the mutual promise and consideration set out herein Maha-Metro and the Licensee (hereinafter collectively called "Parties") witnessed and hereby agree as follows:

- A. The following documents shall be deemed to form part and be read and construed as part of this agreement, namely:
1. Letter of Acceptance no _____ dated _____.
 2. Request for Proposal (RFP), its Addendums & Corrigendum
 3. Drawings, if any
 4. Any other document issued by / of Maha-Metro forming part of the Bidding Process and other documents forming part of the Contract.
- B. The Licensee hereby covenants as follows: -
- i. Licensee hereby assumes responsibility for "*Exclusive Train Wrapping Rights of Nagpur Metro Trains on Reach-1 and/or Reach - 3 of Nagpur Metro Rail Project for a period of 03 years*". Licensee shall be responsible for design, procure, install, manage, operate, maintain, market and sell advertising/train wrapping opportunities available on the Reach-1 and/or Reach-3 of Nagpur Metro Rail Project as specified in this Agreement at its own cost. The train wrapping media shall be designed by the Licensee and get approved from Maha-Metro before installation. The Licensee shall be responsible for removal of advertising inventory (vinyl) at the end of License Period.
 - ii. The Licensee irrevocably agrees to make all payments including the applicable License Fees as per this Agreement as and when due, without delay or demur, without waiting for any formal advice from Maha-Metro in this regard.
 - iii. The Licensee confirms having examined the rolling stock of Nagpur Metro and has identified the potential locations of train wrapping in detail and fully understands and comprehends the technical requirements of the train wrapping/advertisement media/vinyl. The Licensee also confirms full satisfaction as to the business viability of licensing of the train wrapping and hereby voluntarily and unequivocally agrees not to seek any claim, damages, compensation or any other consideration, whatsoever on this

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account. Licensee also confirms having made independent assessment of present and future market potential and no future claim whatsoever regarding change in market circumstances shall be used by it as an alibi and/or excuse for non-payment of License Fee and other amounts due to Maha-Metro under this License Agreement.

- C. That Maha-Metro and Licensee represent and warrant that they are empowered, authorized and able to make this agreement.

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

<p>.....-2020</p> <p>(.....)</p> <p>Authorized Signatory</p>	<p>.....- 2020</p> <p>(.....)</p> <p>Authorized Signatory</p>
<p>FOR AND ON BEHALF OF</p> <p>MAHARASHTRA METRO RAIL</p> <p>CORPORATION LIMITED</p>	<p>FOR AND BEHALF OF Licensee</p> <p>.....</p>

In Witness whereof the Licensee and the Maha-Metro have set their hands hereunto on the day, month and year first written above in the presence of the following witnesses:

Witness No. 1	Witness No. 2

ARTICLE 1: DEFINITIONS AND INTERPRETATION

1.1. Definitions

In this Agreement, the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meaning hereinafter respectively assigned to them:

"Advertisements" or **"Advertising"** means display of any advertisement material including pictures, printed material, smart posters, holographic images, visual display etc which are not objectionable or prohibited under various statutes, codes, policies, etc as applicable from time to time.

"Agreement" means this License Agreement executed between Maha-Metro and Licensee.

"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 and applicable to this License Agreement. It also includes judgments, decrees, injunctions, writs and orders of any court or judicial authority as may be in force and effected from time to time.

"As is where is basis" means the exterior area of the rolling Stock of Nagpur Metro trains, to be made available to the Licensee for the limited purpose of advertisement in the form of train wrapping on 'as is where is basis'.

"Arbitration Act" means the Arbitration and Conciliation Act, 1996 & amended by the Arbitration & Conciliation (Amendment) Act, 2015 and Arbitration & Conciliation (Amendment) Act, 2019 including amendments thereof and shall include modifications to or any re-enactment thereof, as in force from time to time;

"Maha-Metro Representative" means such person or persons as may be authorised in writing by Maha-Metro to act on its behalf under this Agreement and shall include any person or persons having authority to exercise any rights or perform and fulfil any obligations of Maha-Metro under this Agreement;

"Bank" means any Nationalised/Scheduled Commercial Bank of Indian or Foreign origin having business office in India;

"Commencement Date" means the date on which the first lot of trains are handed over by Maha-Metro to the Selected Bidder, in accordance with the terms of this agreement.

"Change in Law" means the occurrence or coming into force of any of the following after the date of signing this Agreement:

- a) The enactment of any new Indian law
- b) The repeal, modification or re-enactment of any existing Indian law
- c) Any change in the rate of any Tax

Provided that Change in Law shall not include:

- i) Coming into effect after the date of signing this Agreement of any provision of a statute which is already in place as of the date of signing this Agreement (or)
- ii) Any new law or any change in existing law under the active consideration of or in the contemplation of any Government as of the date of signing this Agreement, which is a matter of public knowledge.

"Damages" shall mean any claim of Maha-Metro against the Licensee for breach of this Agreement, including but not limited to, losses, dues, arrears etc. against which Maha-Metro shall be entitled to claim and adjust the Security Deposit.

"Emergency" means a condition or situation that is likely to endanger the security of the individuals on or about the Nagpur Metro Rail Project, including Users thereof, or which poses an immediate threat of material damage to any of the rolling stock of Maha-Metro or any other asset;

"Force Majeure" or "Force Majeure Event" shall have the meaning ascribed to it in Article 16;

"GOI" or "Government" means the Government of India;

"License" means the Exclusive Train Wrapping Rights of Nagpur Metro Trains on Reach-1 and/or Reach - 3 of Nagpur Metro Rail Project for a period of 03 years, under terms and conditions of this Agreement.

"Licensee" means the Selected Bidder, who has executed the License Agreement with Maha-Metro pursuant to the bidding process.

"License Fee" means the amount payable by the Licensee to Maha-Metro for availing the train wrapping rights of number of metro trains on Reach - of Nagpur Metro Rail Project as per terms and conditions of the License Agreement.

"License Period" means the period beginning from the Commencement Date and ending on the Termination Date.

"Maha-Metro" means Maharashtra Metro Rail Corporation Limited, A joint venture of Govt. of India and Govt. of Maharashtra incorporated under the Companies Act.

"Interest Free Security Deposit" means interest free amount to be deposited by the Licensee with Maha-Metro as per terms and conditions of License Agreement as a security against the performance of the License agreement.

"Parties" means the parties to this Agreement collectively and "Party" shall mean any or both of the parties to this Agreement individually;

"Places available for advertisement" or "Advertising Spaces" means the exterior of Nagpur Metro Trains, on which advertisement will be displayed in the form of train wrapping.

"Re.", "Rs." or "Rupees" or "Indian Rupees" means the lawful currency of the Republic of India;

"Security Deposit " means an interest free amount deposited by Licensee with Maha-Metro, as per terms and conditions of License Agreement as a security against the performance of the License agreement during the entire license tenure and as set forth in **Article 13** of this License Agreement.

"Successful Bidder" means the Bidder who has been selected by Maha-Metro, pursuant to the bidding process for award of License.

"State" means the State of Maharashtra and "State Government" means the government of that State;

"Taxes" means and includes all taxes, fee, cesses, levies that may be payable by the Licensee under the Applicable Law to the Government or any of its agencies;

"Termination" means the expiry of the License period or termination of this Agreement and the License hereunder, whichever is earlier;

"Transfer Date" means the date on which this Agreement and the License hereunder expires pursuant to the provisions of this Agreement or is terminated by a Termination Notice;

1.2. Interpretation

1.2.1 In this Agreement, unless the context otherwise requires,

- (a) references to any legislation or any provision thereof shall include amendment or re-enactment or consolidation of such legislation or any provision thereof so far as such amendment or re-enactment or consolidation applies or is capable of applying to any transaction entered into hereunder;
- (b) references to laws of India or Indian law or regulation having the force of law shall include the laws, acts, ordinances, rules, regulations, bye laws or notifications which have the force of law in the territory of India and as from time to time may be amended, modified, supplemented, extended or re-enacted;
- (c) references to a "**person**" and words denoting a natural person shall be construed as a reference to any individual, firm, company, corporation, society, trust, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) of two or more of the above and shall include successors and assigns;

- (d) the table of contents, headings or sub-headings in this Agreement are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement;
- (e) the words "**include**" and "**including**" are to be construed without limitation and shall be deemed to be followed by "**without limitation**" or "**but not limited to**" whether or not they are followed by such phrases;
- (f) any reference to any period of time shall mean a reference to that according to Indian Standard Time;
- (g) any reference to day shall mean a reference to a calendar day;
- (h) references to a "**business day**" shall be construed as a reference to a day (other than a Sunday) on which banks in Nagpur are generally open for business;
- (i) any reference to month shall mean a reference to a calendar month as per the Gregorian calendar;
- (j) references to any date, period or Project Milestone shall mean and include such date, period or Project Milestone as may be extended pursuant to this Agreement;
- (k) any reference to any period commencing "**from**" a specified day or date and "**till**" or "**until**" a specified day or date shall include both such days or dates; provided that if the last day of any period computed under this Agreement is not a business day, then the period shall run until the end of the next business day;
- (l) the words importing singular shall include plural and vice versa;
- (m) references to any gender shall include the other and the neutral gender;
- (n) "**lakh**" means a hundred thousand (100,000) and "**crore**" means ten million (10,000,000);
- (o) "**indebtedness**" shall be construed so as to include any obligation (whether incurred as principal or surety) for the payment or repayment of money, whether present or future, actual or contingent;
- (p) references to the "**winding-up**", "**dissolution**", "**insolvency**", or "**reorganisation**" of a company or corporation shall be construed so as to include any equivalent or analogous proceedings under the law of the jurisdiction in which such company or corporation is incorporated or any jurisdiction in which such company or corporation carries on business including the seeking of liquidation, winding-up, reorganisation, dissolution, arrangement, protection or relief of debtors;
- (q) save and except as otherwise provided in this Agreement, any reference, at any time, to any agreement, deed, instrument, licence or document of any description shall be construed as reference to that agreement, deed, instrument, licence or other document as amended, varied, supplemented, modified or suspended at the time of such reference; provided that this Sub-clause shall not operate so as to increase liabilities or obligations of Maha-Metro hereunder or pursuant hereto in any manner whatsoever;
- (r) any agreement, consent, approval, authorisation, notice, communication, information or report required under or pursuant to this Agreement from or by any Party shall be valid and effective only if it is in writing under the hand of a duly authorised representative of such Party, in this behalf and not otherwise;

- (s) the Schedules and Recitals to this Agreement form an integral part of this Agreement and will be in full force and effect as though they were expressly set out in the body of this Agreement;
- (t) references to Recitals, Articles, Clauses, Sub-clauses or Schedules in this Agreement shall, except where the context otherwise requires, mean references to Recitals, Articles, Clauses, Sub-clauses and Schedules of or to this Agreement, and references to a Paragraph shall, subject to any contrary indication, be construed as a reference to a Paragraph of this Agreement or of the Schedule in which such reference appears;
- (u) the damages payable by either Party to the other of them, as set forth in this Agreement, whether on per diem basis or otherwise, are mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Party entitled to receive the same and are not by way of penalty (the "**Damages**"); and
- (v) time shall be of the essence in the performance of the Parties' respective obligations. If any time period specified herein is extended, such extended time shall also be of the essence.

1.2.2 Unless expressly provided otherwise in this Agreement, any Documentation required to be provided or furnished by the Licensee to Maha-Metro shall be provided free of cost and in three copies, and if Maha-Metro is required to return any such Documentation with their comments and/or approval, they shall be entitled to retain two copies thereof.

1.2.3 The rule of construction, if any, that a contract should be interpreted against the parties responsible for the drafting and preparation thereof, shall not apply.

1.2.4 Any word or expression used in this Agreement shall, unless otherwise defined or construed in this Agreement, bear its ordinary English meaning and, for these purposes, the General Clauses Act 1897 shall not apply.

1.3. Measurements and arithmetic conventions

All measurements and calculations shall be in the metric system and calculations done to 2 (two) decimal places, with the third digit of 5 (five) or above being rounded up and below 5 (five) being rounded down.

1.4. Priority of agreements, clauses, and schedules

- i This Agreement, and all other agreements and documents forming part of or referred to in this agreement are to be taken as mutually explanatory and, unless otherwise expressly provided elsewhere in this Agreement, the priority of this Agreement and other documents and agreements forming part hereof or referred to herein shall, in the event of any conflict between them, be in the following order:
 - (a) this Agreement; and
 - (b) The Bid/Tender Document along with all the corrigendum issued.

(c) all other agreements and documents forming part hereof or referred to herein;

i.e. the Agreement at (a) above shall prevail over the agreements and documents at (b) and (c), (b) above shall prevail over the agreements and documents at (c) above.

ii Subject to the provisions of Clause i, in case of ambiguities or discrepancies within this Agreement, the following shall apply:

(a) between two or more Clauses of this Agreement, the provisions of a specific Clause relevant to the issue under consideration shall prevail over those in other Clauses;

(b) between the Clauses of this Agreement and the Schedules, the Clauses shall prevail and between Schedules and Annexes, the Schedules shall prevail;

(c) between any two Schedules, the Schedule relevant to the issue shall prevail;

(d) between the written description on the Drawings and the Specifications and Standards, the latter shall prevail;

(e) between the dimension scaled from the Drawing and its specific written dimension, the latter shall prevail; and

(f) between any value written in numerals and that in words, the latter shall prevail.

ARTICLE 2: OBJECTIVE AND SCOPE OF EXCLUSIVE ADVERTISEMENT RIGHTS INSIDE SELECTED METRO STATIONS

2.1. Objectives of License Agreement

- a. Objectives of License Agreement are set herewith:
 - a. To augment non-operational revenue of Maha-Metro through advertisements.
 - b. Position Maha-Metro as a most sought-after location for advertising.
 - c. Contribute to the aesthetical view of Rolling stock of Nagpur Metro Rails through high quality advertising.
 - d. Provide value to the Corporate who advertises in Maha-Metro.

2.2. Scope of Exclusive Train Wrapping Rights for Bidders

- a. The selected Bidder shall have exclusive rights to design, procure, install, manage, operate, maintain, market and sell advertising opportunities available in the form of train wrapping on the Nagpur Metro Trains subject to the terms and conditions specified in the License Agreement. Licensee shall be responsible for the following activities: -
 - a. Management of sales & marketing of the advertising including providing adequate professionally trained manpower.
 - b. Procurement, installation (pasting) and removal of advertising inventory (vinyl) on the Nagpur Metro Trains. The vinyl shall be procured for Complete Train exterior (including front and back masks).
 - c. Operate, manage and maintain the advertisement on the Nagpur Metro Trains.
 - d. 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.
 - e. Comply with all statutory requirements in connection with License Agreement.
 - f. Ensure regular and timely payments of all amounts due to Maha-Metro and discharge all obligations as per License Agreement.
 - g. All taxes including Municipal/Advertisement Taxes, GST and all other statutory dues where applicable shall be borne solely by the licensee without any contest.
 - h. At present, Maha-Metro is not liable to share its revenue generated from advertisements on Metro Trains (train wrapping) with local bodies. However, if Maha-Metro becomes liable to share revenue with local bodies from advertisements displayed on Trains train wrapping_ in future, then Maha-Metro shall deposit the due share to local bodies out of its own funds. Licensee shall not be liable to part with any additional amount on this account.
- b. **Route / Section for Exclusive Train Wrapping Rights of Metro Trains on Reach-1 and/or Reach-3 of Nagpur Metro Rail Project are as under:**

The Selected bidder shall be permitted to display advertisements on the exterior of Nagpur Metro Trains by way of train wrapping only.

c. **Train sets available for wrapping:**

Maximum number of train sets/coaches where train wraps are permissible shall be as per the **Annexure-1 of this RFP Document**. Maha-Metro shall be free to change the make and configuration of the trains running on Reach-1 and/or Reach-3 as per its own requirement and will.

d. **Additional Trains**

Additional Trains if required by the licensee for wrapping beyond the allowed limit shall be made available subject to approval of Maha-Metro. The Licensee shall have to pay 1.5 times the applicable annual License Fees for such additional trains. This additional payment shall be excluding all taxes which are also payable along with the License fee. The additional trains shall be offered and charged minimum for 06 months duration at a time.

e. The Exclusive Train Wrapping Rights of Nagpur Metro Trains shall be granted for trains under operation at Reach-1 and/or Reach-3 of Nagpur Metro Rail Project after signing of License Agreement and handing over of trains for display of advertisement by Maha-Metro.

f. The configuration of each train set may be modified by Maha-Metro at any stage on Reach-1 and/or Reach-3 of Nagpur Metro Rail Project. Maha-Metro may induct additional train sets in Reach-1 and/or Reach-3 or withdraw any train set from the service in Reach-1 and/or Reach-3, without giving any prior intimation to the Licensee.

g. However, there shall not be any reduction/modification in the annual License Fee except for the provision of increase in holding of more than 2 trains on Reach-1 and/or more than 2 trains on Reach-3. Licensee will not have any claim for compensation, damages etc. in this regard.

h. The Licensee shall be responsible to ensure safety of Metro Trains while application and removal of vinyls. Selected bidders shall ensure that the train exteriors are not spoiled or damaged in the process of displaying the advertisements as train wraps. Utmost care shall be exercised in while affixing or removing of train wraps on exterior surface of Metro Trains and ensure that no damage of whatsoever nature is caused to the exterior surfaces, including but not limited to peeling off surface paint, scratches, dents, etc.

i. Maha-Metro shall not be held responsible if the train wraps are removed/damaged during the course of Metro operations. In the event of removal/damage of vinyl/train wrapping media, the licensee shall have to replace the advertisement at its own cost.

2.3. General Terms and Conditions

a. **Minimum Material Specifications:**

i. Licensee shall provide advertisement media confirming to international standards of high quality advertising comparable to Airports and Metro of leading nations. Advertising media is to be made from Fire Retardant, Low Smoke and comply with all Indian and International Standards and shall have to comply with the timely directives issued by RDSO in this regards.

- ii. **Specifications of Train Wrap:** The licensee shall exercise extreme care in affixing or removing of train wraps on exterior surface of metro trains and ensure that no damage of whatsoever nature is caused to the exterior surfaces, including but not limited to peeling off surface paint, scratches, dents etc.

A good quality train wrap satisfying the specifications attached as Annexure-2 should be used.

- iii. The train wraps on glass pane should be of contra- vision type so that it does not hamper or obstruct the visibility from inside or outside the train.
- iv. All the materials and workmanship used in this work shall be of extremely good quality and high class in every respect and is expected to give trouble free service.
- v. The MAHA-METRO has full power to reject any material that it may consider to be defective or inferior in quality, workmanship or otherwise not in accordance with the Specifications and the MAHA-METRO's decision shall be final. The Vendor shall remove forthwith any such material rejected and replace them promptly at his own cost.
- vi. All the tools required for supply and installation will have to be brought by the Vendor at his own cost.
- vii. The loading, unloading and transportation of the materials to the site of work will have to be done by the Vendor at his own cost. Alternatively, if the site of work is ready and work is in progress, physically, the materials can be brought to the site directly and supplied. The security of the material brought to the site of work will remain with the Vendor.
- viii. The Licensee can be terminated if the sub-contractor does not perform to the Satisfaction of MAHA-METRO after giving a 90 days notice.
- ix. The Licensee shall exercise all reasonable skills, care and diligence in the performance of the services under the agreement and shall carry all the responsibilities in accordance with recognized professional standards

b. **Security and other services:**

Maha-Metro shall provide reasonable security services in selected Metro Stations, general cleaning & adequate lighting in the common areas and compound lighting outside the building, operation of existing lifts. In the event that any one of the services provided by Maha-Metro may be interrupted or suspended by reason of accident, repair, alterations, strikes, lockout, etc. Maha-Metro shall not be liable for any compensation to the Licensee, however, Maha-Metro shall use its best efforts to restore such services as soon as reasonably possible.

c. **Other Conditions**

- i. In the event of non-operations of the respective metro train (on which the train wrapping is performed) is not in operations for more than 7 days at a stretch, then the proportionate non-display charges shall be deducted.
- ii. The Licensee shall be allowed to change the advertising inventory only with prior written approval from Maha-Metro. However, to avoid frequent changes the train wrapping once installed, must be displayed for a period of at least 60 days.
- iii. If during the license period, any loss of property and/or life takes place, the loss and account of

the same shall be borne entirely by the Licensee and Maha-Metro shall not be liable for any such claims. The Licensee would be responsible for all the payments arising out of any third-party claims. The Licensee is advised to procure insurance for meeting such liabilities at his own cost.

- iv. Licensee shall provide unfettered access to the authorized representative of Maha-Metro and its operation staff for the purpose of maintenance works.
- v. Maha-Metro shall not be made party in any litigation arising between the Licensee and any third party during and/or associated with the procurement, affixing and removal of train wrapping media. All civil and criminal liability shall be the responsibility of the Licensee.
- vi. The Licensee shall not employ any person who is under the age of 18 years.
- vii. Entry and access in paid area by the workmen of the licensee shall be through smart card and its cost shall be borne by the licensee. Identity Cards shall be issued by Maha-Metro but these ID cards shall not be applicable for making journey in trains and entry/ exit to paid areas of Stations. All the Licensee's personnel shall be required to possess ID card while working in Maha-Metro's premises as per prevailing procedure.
- viii. Access inside the stations in paid areas shall be through smart cards as per prevailing applicable charges, in addition to the valid ID cards.
- ix. The Licensee shall not have any right to infringe the Maha-Metro premises (other than the area licensed to him) and normal business, operation and commuters' facilities of Metro Rail Services.
- x. Upon observation of any such infringement Maha-Metro shall issue a notice of compliance. If the Licensee fails to comply with three such notice and continue such infringement, Maha-Metro shall have right to impose a penalty of Rs. 5000/ per day. This penalty shall be in addition to License Fees & other taxes payable to Maha-Metro. In the event if penalty is imposed on Licensee for 3 times during the entire lease tenure, then the agreement shall be liable for termination, subject to decision of Maha-Metro.
- xi. At present the metro is proposed to be operational from 07.00 AM till 09.00 PM, however Maha-Metro reserves the right to change the number of operational trains and operational timings at any given time without any prior intimation.
- xii. The Metro trains shall be provided to Licensee for limited purpose of train wrapping only after prior approval of Maha-Metro. The pasting and removal of train wrapping media shall be performed only during non-operational hours of Nagpur Metro Train.
- xiii. Each metro train shall be taken off-route for its weekly maintenance. The periodic maintenance shall be conducted strictly as per the schedule of Maha-Metro. The Licensee shall not have any say in this regard.

d. **Operation & Maintenance**

- a) Licensee confirms that he/they fully understand and confirm that the rolling stock shall, at all-time belong to Maha-Metro, and no interest in the same shall be created by the licensee.
- b) The train wrapping rights for the bided/tendered trains will vest with the licensee only. Any persons wishing to advertise on the train will have to deal directly with the licensee and Maha-Metro will have no dealing in this regard. At no time subletting of rights for train-wrapping to other advertising agencies/outdoor agencies etc. would be permissible under this agreement. The licensee agrees voluntarily and unequivocally to place Maha-Metro messages at their own cost on the trains which lie vacant and not commercialized at any time within 90 days of signing of License Agreement.
- c) The Licensee will not ask for any claim or seek any compensation from Maha-Metro if advertisements are not permitted due to court order/local laws/civil authorities.
- d) The licensee agrees to pay and will continue to pay the license fees and all dues, even if any or all the trains remains vacant (no train wrapping).
- e) All terms and conditions indicated in this agreement will also be applicable for the additional trains, if any, offered and accepted by the licensee.
- f) Licensee shall affix and maintain the advertisement media/panel, etc, in safe and sound manner during all the time of contract period. Any defective/damaged/partially removed sticker/vinyl should be replaced immediately with new proper media to ensure safety of Maha-Metro commuters.
- g) The instructions of Maha-Metro's officer in-charge shall be complied by the licensee at its own cost.
- h) In case of accident caused due to negligence of the Licensee resulting into injury/ death to Maha-Metro employees/ other users/ any person or loss to Maha-Metro property, Licensee shall compensate the loss (es), without prejudice to other actions under this Agreement at the sole discretion of Maha-Metro, including termination of Agreement.
- i) The Licensee voluntarily and unequivocally agrees not to seek any claims, damages, compensation or any other consideration whatsoever because of implementing the instruction issued by Maha-Metro officials from time to time.
- j) Licensee and its employees or other persons involved in the execution of the work shall not, in any way, impinge on the safety and security of metro operations, passenger safety, safety of metro properties and its assets.
- k) The Licensee shall comply with the laws of land including Court judgments/ court orders/Maharashtra Pollution Control Board and Nagpur Fire Service guidelines and/or other government regulatory bodies, regulating the advertisements/ displays and Maha-Metro can't be held liable for any change/modification in these laws which adversely affects this tender and the licensee voluntarily and unequivocally agrees not to seek any claim, damages, compensation or any other consideration whatsoever on this account.
- l) **Penalty Clauses** - Maha-Metro can impose the fine on Licensee up to Rs.5,000/- per offence on the following offenses: -
 - (i.) Any staff of Licensee found in drunken condition/indulging in bad conduct.

- (ii.) Any staff of the Licensee found creating nuisance.
 - (iii.) Improper maintenance & defacement of the Metro Property.
 - (iv.) Dishonour of Cheques and Drafts submitted by Licensee to Maha-Metro. Cheques will be accepted only in emergent conditions & with the approval of Maha-Metro by official not below the rank of General Manager.
 - (v.) Misbehaviour with staff and commuters of Maha-Metro.
 - (vi.) Not following safety and security norms as may be indicated by authorized representative of Maha-Metro.
 - (vii.) Utilizing advertisements at locations other than that approved by Maha-Metro.
 - (viii.) Non-submission of monthly statement of approved plan and actual utilized area of advertisement at each station.
 - (ix.) infringe into the Maha-Metro premises
- m) The option to impose fine, penalty, etc. under this License Agreement shall be exercised by Maha-Metro official not below the rank of AGM (Additional General Manager).
- e. **Approval of Plans:**
- a. The Licensee shall indicate the locations for advertising panel/s, design of media including their structural plans, electrical and cable routing plans, the advertising panels/type of advertisements for these locations and submit all the plans of proposed panels, including its fixing arrangements for Maha-Metro's approval within 20 days after payment of all dues as per LOA for utilization of space, giving full compliance to Technical Parameters or any other prevailing applicable advertising policy. Maha-Metro reserves the right to reject any or all of the said submissions without assigning any reasons whatsoever. Maha-Metro has the right to indicate alternate locations. Maha-Metro also has the right to ask the licensee to re submit location plan, wiring & routing plans etc, for those locations, which are not approved by Maha-Metro. The Licensee hereby agrees to comply with the directives of Maha-Metro regarding alternative sites/ locations and designs as may be specified by Maha-Metro. The Licensee hereby agrees voluntarily and unequivocally not to seek any claim, compensation, damages or any other consideration whatsoever on this account.
 - b. The Licensee shall submit the certificate regarding structural stability and safety from agency/firm approved by Maha-Metro along with detailed drawings for obtaining approval of installing panels at all locations.
 - c. Approval for installing panels at all locations (including Gantry (ies), Portals and Pillars) shall be granted by Maha-Metro within 15 days after ascertaining safety and stability of the structures, aesthetics and media proposed. Specimen drawings for few structures are enclosed for guidance. Bidder is requested to follow the minimum stipulations as provided in these drawings. It may be noted that in case of non-granting of approval by Maha-Metro, Licensee shall submit fresh proposal along with drawings for approval by Maha-Metro.
- However, if the Licensee wants to install additional advertisement area beyond minimum area, he may be permitted to do so after submission of drawings and approval thereto by Maha-Metro.

- f. The Licensee shall take into account all the aspects as mentioned in the mentioned in **ARITCLE 5: FACTORS GOVERNING SELECTION OF PERMISSIBLE ADVERTISEMENTS.**
- g. The Licensee shall fix advertisement media/vinyls/stickers, operate, manage and maintain the entire train wrapping with adequately trained and experienced team for responsibilities as defined in this tender document.
- h. Under no circumstances, shall the metro trains/ train wrapping rights be mortgaged, charged or otherwise put under any lien (including negative lien), charge or encumbrance be created or agreed to be created in favour of any person, including the Lenders/ Financial Institution (s)/ Banks etc.
- i. The Licensee shall be responsible to keep the metro trains and the surrounding area clean.

ARTICLE 3: TENURE OF LICENSE

3.1. Tenure of License

- a. Exclusive Train Wrapping Rights for the said advertisement spaces for trains on Reach-1 (Orange line) and/or Reach-3 (Aqua Line) shall be for 3 (three) years from the date of handing over of Trains for advertisement on Reach-1 and/or Reach-3 to the Licensee.
- b. The Tenure of the agreement of the line/trains handed over subsequently for said agreement shall be co-terminus with the tenure of the trains handed over in the first lot. The date of handing over of first set of trains on Reach-1 and/or Reach-3, respectively shall be considered as commencement date of License period for that Reach. There is no provision for any further extension of tenure of the License Agreement/ Contract. There shall be a fitment period of 07 days from the date of first handing over of the first lot of trains for advertisement.
- c. There shall be a lock in period of one year from the date of commencement of license period.
- d. If the Licensee is desirous of surrendering the license hereby created before expiry of the lock-in period of one year, the License Agreement shall deemed to be surrendered on the date mentioned in surrender notice, subject to confirmation by Maha-Metro. In such a case, the balance Interest Free Security Deposit shall be forfeited in favour of Maha-Metro after adjustment of outstanding dues, if any, payable to Maha-Metro. No grace period shall be provided to licensee in such a case.
- e. The Licensee shall have option to surrender from the License Agreement immediately after completion of lock-in period of one year. For this, the licensee shall give 90 days prior notice/intimation to Maha-Metro before completion of defined lock-in period. e.g. (In case lock-in period is of one-year, prior intimation can be given after 09 months however, option to exit will be available only on completion of one year. In such a case, balance Interest Free Security Deposit of the Licensee shall be refunded after adjusting the outstanding dues, if any, payable on the part of Licensee.
- f. If the Licensee is desirous of surrendering the license after expiry of lock-in period but without serving any prior intimation period or shorter intimation period than 90 days, the agreement shall deemed to be surrendered on completion of such improper /short intimation period. In such cases, the Interest Free Security Deposit shall be refunded to the Licensee after adjustment of license fee for period shorter than 90 days (notice period) and outstanding dues, if any.
- g. In case of successful completion of the full term of the License period i.e. three (03) years of License period, Interest Free Security Deposit of the Licensee shall be refunded after adjusting the outstanding dues, if any.
- h. If balance outstanding dues are more than Interest Free Security Deposit, they shall also be recoverable from the licensee before licensee is permitted to remove their establishment(s) or else Maha-Metro will seize their property at '0'/NIL value & shall be free to dispose off the same in any manner as deemed fit. Maha-Metro reserves the right to recover the balance outstanding dues from the other contracts of licensee in Maha-Metro.
- i. Maha-Metro may also recover the balance outstanding dues, if are more than Interest Free

Security Deposit, from the other contracts of licensee in Maha-Metro. Balance outstanding dues, if are more than Interest Free Security Deposit, shall be recoverable from the licensee before licensee is permitted to remove their establishment(s) or else Maha-Metro will seize their property at '0'/NIL value. Maha-Metro shall be free to dispose-off the said seized property / goods in whatsoever manner as it deems fit. Licensee shall have no claim for compensation or consideration / damages in this regard.

3.2. Fitment period

For carrying out the fit-outs, finishing works etc., Selected Bidder would be permitted a rent free fitment period of 07 days from the date of handing over of the first train for the limited purpose of train wrapping.

The Metro trains shall be provided to Licensee for limited purpose of train wrapping only after prior approval of Maha-Metro. The pasting and removal of train wrapping media shall be performed only during non-operational hours of Nagpur Metro Train

ARTICLE 4: LICENSE FEES, TAXES AND DUTIES

4.1. License Fee

a. Charging of License Fee:

- a. The licensee shall pay the quoted Annual License Fee for wrapping of trains of Reach-1 and/or Reach-3 of Maha-Metro network.
 - b. The license fee shall be payable in advance on half-yearly basis to Maha-Metro, calculated on the basis of the quoted Annual License Fee.
 - c. The License fee shall commence immediately after from the date of signing of License Agreement and shall be charged until the termination/completion of agreement/Contract.
 - d. The aforesaid Annual License Fees shall be paid in two instalments and shall be due on 1st April and 1st October of each calendar year.
- b. The license fee shall be paid in advance within 15 days of the commencement of that half year. This has also been illustrated below for better understanding of licensee –

The Billing period	1 st April – 30 th September	1 st October – 31 st March
Period for the issue of Demand Note	16 th February to 15 th March	16 th August to 15 th September
Last Date of payment of Dues to Maha-Metro	15 th March	15 th September

- c. In the event if the license tenure at the start and end of the agreement is lesser than the period of six months, then the license fees shall be paid on pro-rata basis.
- d. The first payment of License Fees (prorata basis) as applicable from the date of signing of agreement and up to the 31st day of March or October, as the case may be, shall be paid within 30 days of issuance of LOA by the authority.
- e. The Annual License Fee shall be escalated by 5% every year, on compounding basis.
- f. The Bidder voluntarily agrees not to seek any claim, compensation, damages or any other consideration whatsoever on any pretext whatsoever on account of his inability to utilise the advertisement rights available in the form of train wrapping format.
- g. The Bidder voluntarily agrees not to seek any claim, compensation, damages or any other consideration whatsoever on any pretext whatsoever on account of his inability to procure, install and paste the train wrapping media on the metro trains.
- h. The licensee shall preferably make the payment of the license fee to Maha-metro, as mentioned above, by electronic mode i.e. RTGS/NEFT/IMPS/Online Transfer after taking prior approval of Maha-Metro & complying with the laid down procedure.
- i. **Taxes and Other statutory dues:**
 - a. All other statutory taxes, statutory dues, local levies, GST, etc. as applicable from time to time shall be charged extra and shall be remitted along with the License Fee for onward remittance

to the Government. The Licensee indemnifies Maha-Metro from any claims that may arise from the statutory authorities in connection with this License.

- b. Payment of stamp duty for execution of license agreement, if any, shall be borne by licensee.
- c. Taxes/Municipal Taxes if any, for the purpose of Train Wrapping shall be solely borne by Maha-Metro.
- d. The licensee will not ask for any claim or compensation from Maha-Metro if the train wrapping is not permitted due to local laws/ action of civil authorities. The maintenance of all advertisement media/vinyls/stickers etc. will be borne by licensee.
- e. At present, Maha-Metro is not liable to share its revenue generated from advertisements on Metro Trains (Train Wrapping) with local bodies. However, in future, if Maha-Metro becomes liable to share revenue with local bodies, Maha-Metro shall deposit the due share to local bodies out of its own funds. Licensee shall not be liable to part with any additional amount, on this account.
- f. If the Licensee fails to pay any Taxes, charges, outgoings payments etc., which expenses he is required to bear, and the same are instead paid by Maha-Metro, then Maha-Metro shall be entitled, to be reimbursed for such amounts by the Licensee along with interest at a rate of 18% (Eighteen percent) per annum. In addition, the Licensee shall pay as damages to the Maha-Metro 25% (Twenty Five Percent) of the sum total of amount paid by Maha-Metro and interest payable to Maha-Metro.

4.2. Non-payment of License fees and other dues.

- a. In case of default in payment of license fees, the Licensee have to pay the license fees along with interest within 90 days of due date failing which the Security Deposit shall be forfeited and the license shall be liable for termination.
- b. Any delay in payments of Licensee Fees shall attract interest **@ SBI base rate plus 3% or 15% per annum**, whichever is higher, on the amount outstanding (calculated on a per day basis for a maximum period of 90 days), till the time the respective payments have been received by Maha-Metro..
- c. Interest shall continue to accrue on compounding basis until the License Fee and other dues are finally paid. Such interest shall be charged for the delayed days only.
- d. 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 Maha-Metro to terminate the License Agreement as per provisions stipulated in **ARTICLE 15: BREACHES, EVENTS OF DEFAULT, SURRENDER AND TERMINATION OF LICENSE AGREEMENT, of the .**
- e. Licensee shall periodically advise the details of payment deposited with Maha-Metro. In the case of non-submission of such details, initially third-party dues i.e. statutory dues / liabilities shall be settled (mandatory liabilities of Maha-Metro), then others dues / liabilities like electricity, OMC etc, and lastly the License fee shall be accounted for.

- f. 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 Maha-Metro.
- g. In case payment is not made by due date, a 90 days' notice to cure the Licensee's Event of Default shall be issued. In the event of Licensee failing to cure the Default, Maha-Metro shall be entitled to terminate the License with 30 day's notice and shall be free to forfeit Interest Free Security Deposit and take such other action available to it under this Agreement and as per Law.
- h. 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.
- i. The Licensee shall have to remove/ uninstall the vinyl pasted on the metro trains within 07 days of termination of the License Agreement. A certificate from concerned Officer In-charge or its authorized representative in proof of Licensee having removed/ uninstalled the vinyl's will be required to be submitted by the Licensee. Any claim of vacation / non-vacation without the endorsement of Officer In-charge or its authorized representative shall not be entertained.
- j. Interest Free Security deposit shall be forfeited in case of termination of contract or surrender by licensee before the successful completion of lock in period of 01 year.
- k. In no case, payments shall be allowed to remain outstanding for a period of more than 90 days. If any stage, the dues remain outstanding for the period of more than 90 days, the License agreement may stand terminated without giving any notice to the Licensee and Interest Free Security Deposit shall stand forfeited.

ARTICLE 5: FACTORS GOVERNING SELECTION OF PERMISSIBLE ADVERTISEMENTS

5.1. Factors Governing Selection of Permissible Advertisements

- a) The Licensee shall take into account the following aspects while selecting advertisements on the panels and abide by all the instruction of the authorized Maha-Metro representative on the same:
 - a) The advertisement is prohibited from carrying information or graphic or other items relating to alcohol and tobacco products.
 - b) The advertisement will have no objectionable and indecent portrays of people, products or any terms.
 - c) The use of Maha-Metro name, logo or title without prior written permission is strictly prohibited. No co-branding with the Licensor is allowed, without prior permission.
 - d) No Surrogate advertisements are permitted unless application for placement of the same is accompanied by "no objection certificate" from the Ministry of Information and Broadcasting.
 - e) Advertisements pertaining to achievements by different Governments, their Departments, Ministries, Government Undertakings, and other Authorities shall be permitted. However, no advertisement of any political party, person shall be permitted. No advertisement of any political party, person violating "Model Code of Conduct" shall be allowed during the period whereby "Model Code of Conduct" has been enforced by Election Commission. Further, no advertisement which violates "Model Code of Conduct" shall be permitted during the period whereby "Model Code of Conduct" have been enforced by Election Commission.
 - f) All advertisement creative has to be approved by Maha-Metro before display.
 - g) **Negative list of Advertisements:** The licensee shall take into account that the following types of advertisements are strictly prohibited:
 - Nudity
 - Racial advertisements or advertisements propagating caste, community or ethnic differences.
 - Advertisements of drugs, alcohol, cigarette, or tobacco items.
 - Advertisement propagating exploitation of women or child.
 - Advertisements having sexual overtone.
 - Advertisements depicting cruelty to animals.
 - Advertisements depicting any nation or institution in poor light.
 - Advertisements banned by the Advertising Council of India or by Law.
 - Advertisements glorifying violence.
 - Advertisements of destructive devices and explosives depicting items, weapons and related items.
 - Lottery tickets, sweepstakes entries and slot machines related advertisements.

- Advertisement which may be defamatory, trade libellous, unlawfully threatening or unlawfully harassing.
- Advertisements which may be obscene or contain pornography or contain an “indecent representation of women”.

ARTICLE 6: MINIMUM MATERIALS AND RULES & REGULATIONS FOR TRAIN WRAPPING

6.1. Minimum Material Specifications:

- i. Licensee shall provide advertisement media confirming to international standards of high quality advertising comparable to Airports and Metro of leading nations. Advertising media is to be made from Fire Retardant, Low Smoke and comply with all Indian and International Standards and shall have to comply with the timely directives issued by RDSO in this regards.
- ii. **Specifications of Train Wrap:** The licensee shall exercise extreme care in affixing or removing of train wraps on exterior surface of metro trains and ensure that no damage of whatsoever nature is caused to the exterior surfaces, including but not limited to peeling off surface paint, scratches, dents etc.
A good quality train wrap satisfying the specifications attached as Annexure-2 should be used.
- iii. The advertising media should be of fire retardant and low smoke material and comply with all Indian and International Standards.
- iv. The train wraps on glass pane should be of contra- vision type so that it does not hamper or obstruct the visibility from inside or outside the train.
- v. All the materials and workmanship used in this work shall be of extremely good quality and high class in every respect and is expected to give trouble free service.
- vi. The MAHA-METRO has full power to reject any material that it may consider to be defective or inferior in quality, workmanship or otherwise not in accordance with the Specifications and the MAHA-METRO's decision shall be final. The Vendor shall remove forthwith any such material rejected and replace them promptly at his own cost.
- vii. All the tools required for supply and installation will have to be brought by the Vendor at his own cost.
- viii. The loading, unloading and transportation of the materials to the site of work will have to be done by the Vendor at his own cost. Alternatively, if the site of work is ready and work is in progress, physically, the materials can be brought to the site directly and supplied. The security of the material brought to the site of work will remain with the Vendor.
- ix. The Licensee can be terminated if the sub-contractor does not perform to the Satisfaction of MAHA-METRO after giving a 90 days notice.
- x. The Licensee shall exercise all reasonable skills, care and diligence in the performance of the services under the agreement and shall carry all the responsibilities in accordance with recognized professional standards.

6.2. Creativity and Media

- a. Licensee shall be at liberty to choose the media/material, its design, type and carry out innovation and creativity to add value for maximization of revenues. Licensee may utilize state of art technology prevalent anywhere globally.
- b. **Approval of Plan:** Licensee shall submit advertising plan for each station indicating type of media and its format, location of advertisement, etc. for approval of Maha-Metro. All the advertising proposed by the Licensee shall be subject to approval by Maha-Metro with regard to
 - a. operational feasibility
 - b. aesthetics
 - c. safety & security concerns.

- c. In this regard, a committee comprising of Maha-Metro officials shall be formed for granting approval. The committee shall communicate its decision regarding corrections/modifications/approval in writing within five working days from the date of submission of proposals by Licensee to Maha-Metro for display of advertisements.

If the Maha-Metro does not send any communication within fifteen working days of its receipt in the Property Development Department of Maha-Metro, the proposal for approval of advertisement plan at that particular station shall be considered deemed to be approved by Maha-Metro.

- d. If the plan does not conform to the requirement as mentioned above, Maha-Metro 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 Maha-Metro for approval. Licensee shall display advertisements only at the spaces/area allowed by Maha-Metro as per the provided plan/drawing at **Annexure-3**.
- e. If the Licensee is desirous of surrendering the train wrapping rights, the licensee shall submit the plan for withdrawal of the train wrapping/ advertisement rights.
- f. The Licensee shall submit details along with contact Nos. of his authorized representative(s) which shall be available at the Metro Station(s), at a short notice.
- g. If during inspection, the area of advertisement space for any metro train is found to be at unapproved location or more than, it shall be treated as unauthorized occupancy. The license fee of such unauthorized occupancy shall be charged at Rs. 100/Sq. ft. from the date of previous inspection and shall be charged till a vacation certificate of that unauthorized occupancy from the concerned Officer In-Charge is submitted to Maha-Metro or the unauthorized space is got approved from the Maha-Metro, whichever is later.

ARTICLE 7 : OBLIGATIONS OF THE LICENSEE

7.1. Obligations of the Licensee

- a. The Licensee's Responsibilities and Duties shall include the following, in addition to and without prejudice to other obligations under this Agreement:
 - a. ensure that no damage of whatsoever nature is caused to the exterior surfaces, including but not limited to peeling off surface paint, scratches, dents etc.
 - b. to take all reasonable steps to protect the environment and to limit damage and nuisance to people and property resulting from installation of train wrapping media, within guidelines specified as per Applicable Laws and Applicable Permits;
 - c. to duly supervise, monitor and control the activities of contractors, agents, etc., if any, under their respective License Agreements as may be necessary;
 - d. to take all responsible precautions for the prevention of accidents on or about the train wrapping license agreement and provide all reasonable assistance and emergency medical aid to accident victims;
 - e. use non-combustible material for train wrapping. Use of combustible material shall not be permitted under any circumstances.
- b. Licensee shall at all times adhere to all provisions of the Metro Railway (Operation And Maintenance) Act, 2002 and amendments thereto and shall also comply with all notices and circulars issued by Maha-Metro in this regard.

7.2. Employment of trained personnel

- a. The Licensee shall ensure that the personnel engaged by it in the performance of its obligations under this Agreement are at all times properly trained for their respective functions.
- b. The Licensee shall also ensure that the persons employed for work are above 18 years of age, and no child labour is being engaged for the work.

7.3. Authorised Representative and Project Manager

- a. The Licensee shall, within 30 (thirty) days from the Effective Date, nominate its Authorised Representative and shall authorise him for all correspondence, communication, signing of documents, participation in meetings etc. with Maha-Metro in respect of the exclusive Train wrapping rights and issues relating to or arising out of the Agreement.
- b. The Licensee shall at all times, take all reasonable precautions to prevent any unlawful, riotous, or disorderly conduct, by or amongst, his staff and labour, and to preserve peace and protection of persons and property of Maha-Metro, against such conduct. The Licensee along with his Sub-Contractors (if any) shall disclose a list of all their employees and workmen, who are involved in the operation and maintenance of the project. The Licensee shall ensure that under no circumstances, the employees and workmen of the Licensee or any Sub-Contractor, are otherwise deemed to be employees of Maha-Metro.

7.4. Obligation with respect to Taxes, duties

- a. The Licensee shall be solely responsible to pay all other statutory taxes (except Property tax), statutory dues, local levies along with third party dues, if any, as applicable on the agreement. The Licensee shall indemnify Maha-Metro from any claims that may arise from the statutory authorities in connection with this tender document / license agreement. Any change in Tax structure as per Govt. guidelines will also be applicable.
- b. Any new levies, taxes, cess etc. if any, imposed by Government Authorities on Maha-Metro for awarding the contract shall be recovered from the Bidder separately by Maha-Metro. However, it is to be noted that Income tax if any which is imposed on Maha-Metro shall be borne by Maha-Metro only.
- c. Payment of stamp duty on execution & registration of license agreement, if any, to be executed in pursuance of this bid shall be solely borne by the Licensee.
- d. If the Licensee fails to pay any Taxes, charges, outgoing payments etc., which expenses he is required to bear, and the same are instead paid by Maha-Metro, then Maha-Metro shall be entitled, to be reimbursed for such amounts by the Licensee along with interest at a rate of 18% (Eighteen percent) per annum. In addition the Licensee shall pay as damages to Maha-Metro 25% (Twenty Five Percent) of the sum total of amount paid by Maha-Metro and interest payable to Maha-Metro.

ARTICLE 8: OBLIGATIONS OF THE AUTHORITY

8.1. Obligations of Maha-Metro

- a. Maha-Metro shall, at its own cost and expenses undertake, comply with and perform all its obligations set out in this Agreement or arising hereunder.
- b. Maha-Metro agrees to provide the support to the Licensee and undertakes to observe, comply with and perform, subject to and in accordance with the provisions of this Agreement and the Applicable Laws, the following:
 - (a) grant the Licensee the exclusive train wrapping rights for display of advertisement for number of trains running on Reach of the Nagpur Metro Rail Project, in accordance with the terms and conditions of this License Agreement and the RFP Document.
 - (b) ensure that no barriers are erected or placed on the Nagpur Metro Trains by any Government Instrumentality or persons claiming through or under it, except for reasons of Emergency, national security, law and order or collection of inter-state taxes;
 - (c) not do or omit to do any act, deed or thing which may in any manner be violative of any of the provisions of this Agreement;
 - (d) support, cooperate with and facilitate the Licensee in the train wrapping rights allotted to him in accordance with the provisions of this Agreement;

ARTICLE 9: REPRESENTATIONS AND WARRANTIES

9.1. Representations and warranties of the Licensee

- a. The Licensee represents and warrants to Maha-Metro that:
- (a) it is duly organised and validly existing under the laws of India, and has full power and authority to execute and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;
 - (b) it has taken all necessary corporate and other actions under Applicable Laws to authorise the execution and delivery of this Agreement and to validly exercise its rights and perform its obligations under this Agreement;
 - (c) it has the financial standing and capacity to undertake the exclusive train wrapping rights of **number of trains on running on Reach - of Nagpur Metro** Rail project in accordance with the terms of this Agreement;
 - (d) this Agreement constitutes its legal, valid and binding obligation, enforceable against it in accordance with the terms hereof, and its obligations under this Agreement will be legally valid, binding and enforceable obligations against it in accordance with the terms hereof;
 - (e) it is subject to the laws of India, and hereby expressly and irrevocably waives any immunity in any jurisdiction in respect of this Agreement or matters arising there under including any obligation, liability or responsibility hereunder;
 - (f) the information furnished in the Bid and as updated on or before the date of this Agreement is true and accurate in all respects as on the date of this Agreement;
 - (g) there are no actions, suits, proceedings, or investigations pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the breach of this Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform any of its obligations under this Agreement;
 - (h) it has no knowledge of any violation or default with respect to any order, writ, injunction or decree of any court or any legally binding order of any Government Instrumentality which may result in any material adverse effect on its ability to perform its obligations under this Agreement and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this Agreement;
 - (i) it has complied with Applicable Laws in all material respects and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have a material adverse effect on its ability to perform its obligations under this Agreement;
 - (j) all its rights and interests in the exclusive Train wrapping rights shall pass to and vest in Maha-Metro on the Transfer Date free and clear of all liens, claims and Encumbrances, without any further act or deed on its part or that of Maha-Metro, and that none of the assets shall be acquired by it, subject to any agreement under which a security interest or other lien or

Encumbrance is retained by any person, save and except as expressly provided in this Agreement;

- (k) no sums, in cash or kind, have been paid or will be paid, by it or on its behalf, to any person by way of fees, commission or otherwise for securing the License or entering into this Agreement or for influencing or attempting to influence any officer or employee of Maha-Metro in connection therewith; and
- (l) all information provided by the Licensee in response to the Request for Proposal or otherwise, is to the best of its knowledge and belief, true and accurate in all material respects.

9.2. Representations and warranties of Maha-Metro

- a. Maha-Metro represents and warrants to the Licensee that:
 - (a) it has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated herein and that it has taken all actions necessary to execute this Agreement, exercise its rights and perform its obligations, under this Agreement;
 - (b) it has taken all necessary actions under the Applicable Laws to authorise the execution, delivery and performance of this Agreement;
 - (c) it has the financial standing and capacity to perform its obligations under this Agreement;
 - (d) this Agreement constitutes a legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
 - (e) it has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Government Instrumentality which may result in any material adverse effect on Maha-Metro's ability to perform its obligations under this Agreement;
 - (f) it has complied with Applicable Laws in all material respects;
 - (g) it has the right, power and authority to manage and operate the Nagpur Metro Rail Project.
 - (h) it has good and valid ownership of the metro trains and has power and authority to grant the license of train wrapping rights in respect thereto to the Licensee.

9.3. Disclosure

In the event that any occurrence or circumstances comes to the attention of either Party that renders any of its aforesaid representations or warranties untrue or incorrect, such Party shall immediately notify the other Party of the same. Such notification shall not have the effect of remedying any breach of the representation or warranty that has been found to be untrue or incorrect nor shall it adversely affect or waive any right, remedy or obligation of either Party under this Agreement.

ARTICLE 10: DISCLAIMER

10.1. Disclaimer

- a. 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.
- b. The Licensee acknowledges that prior to execution of this Agreement, it has carefully assessed business prospects from advertisements on the metro trains in the form of train wrapping and that it will be fully responsible for all its assessment in this regard.
- c. The Licensee confirms having seen / visited / assessed the potential locations on the on the rolling stock/ metro trains and fully understands and comprehends the technical, financial, commercial and investment requirements.
- d. The Licensee also confirms that it has fully analysed 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.
- e. This Agreement shall not in any way be construed as a lease and/or license of the metro trains or any part thereof, and only represents a contractual obligation of Maha-Metro to provide the advertisement rights in the form of train wrapping on number of metro trains running on Reach - of Nagpur Metro Rail Project for a period of 03 years only.

ARTICLE 11: SECURITY DEPOSIT

11.1. Security Deposit

- a. The Licensee shall, for the performance of its obligations hereunder during the entire License Period, has provided to the Maha-Metro, the Security Deposit (the "Security Deposit") amounting to Rs.half yearly (6 months) License Fee ...
- b. The Security Deposit has been paid in the form of Cash/Demand Draft/Account Payee Cheque/NEFT/RTGS and shall be retained by Maha-Metro for the entire license period plus six months and shall be considered as interest free deposits.
- c. Maha-Metro reserves the right for deduction dues from Licensee's Interest Free Security Deposit for: -
 - a. Any penalty imposed by Maha-Metro for violation of any terms and conditions of agreement committed by the Licensee.
 - b. Any amount which Maha-Metro 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 Maha-Metro remained due after completion of relevant actions as per agreement.

11.2. Appropriation of Security Deposit

- a. Upon occurrence of a Licensee's Default, Maha-Metro shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to encash and appropriate the relevant amounts from the Security Deposit as Damages for such Licensee Default or failure to meet any Condition Precedent. Upon such encashment and appropriation from the Security Deposit, the Licensee shall, within 30 (thirty) days thereof, replenish, in case of partial appropriation, to its original level the Security Deposit, and in case of appropriation of the entire Security Deposit provide a fresh Security Deposit, as the case may be, and the Licensee shall, within the time so granted, replenish or furnish fresh Security Deposit as aforesaid failing which Maha-Metro shall be entitled to terminate this Agreement. Upon replenishment or furnishing of a fresh Security Deposit, as the case may be, as aforesaid, the Licensee shall be entitled to an additional Cure Period of 90 (ninety) days for remedying the Licensee Default, and in the event of the Licensee not curing its default within such Cure Period, Maha-Metro shall be entitled to encash and appropriate such Security Deposit as Damages, and to terminate this Agreement in accordance with **"ARTICLE 15: BREACHES, EVENTS OF DEFAULT, SURRENDER AND TERMINATION OF LICENSE AGREEMENT"**.

11.3. Release of Security Deposit

- a. The Security Deposit amounting to Rs./- (Rupees Lakhs) submitted in the form of shall remain in force and effect for the entire License period. This Security Deposit shall be released upon Completion of entire License period plus six months and/or the

termination (payable only in the event of non-Licensee default) date whichever is earlier. The Security Deposit shall be released subject to Maha-Metro's right to receive or recover amounts if any due from Licensee under this Agreement. No interest shall be paid on the Security Deposit.

ARTICLE 12: MAINTENANCE OF ADVERTISEMENT SPACES

12.1. Maintenance of Advertisement Spaces

- a. Licensee shall keep and maintain the exterior of Nagpur Metro in neat, clean condition and in safe & sound manner during all the time of License tenure. Any defective/damaged/partially removed sticker/vinyl should be replaced immediately with new proper media to ensure safety of Maha-Metro commuters. In case of any incident / injury caused by defective train wrapping media due to error / omission attributable on the part of Licensee, the Licensee shall be responsible for all compensation.
- b. Licensee shall ensure that Licensee and its employees or other persons involved in the execution of the work does not in any way impinge on the safety and security of metro operations, safety & convenience of commuter, safety of metro properties and its assets. In case of serious accident caused due to negligence of the Licensee, resulting in injury, death to commuters or Maha-Metro employees or loss to Maha-Metro property, it shall constitute Material Breach of Contract and considered Licensees Event of Default that shall entitle Maha-Metro to terminate the License Agreement with 30 days written notice.
- c. Access to stations/depot for the purpose of placement of advertisements in the form of train rapping shall be regulated by the office of the **Additional General Manager/Property Development** and the Licensee is required to take necessary permissions in this regard from the office of **Additional General Manager/Property Development** as per extant policy of Maha-Metro. It is clarified that the permission to the Licensee shall not be unduly denied.
- d. Regular joint inspection of each metro train will be conducted by Maha-Metro officials and Licensee, at least fortnightly. Discrepancy noticed or instructions issued by Maha-Metro shall be rectified / complied by the Licensee within a period of 03 days, failing which Maha-Metro reserves the right to impose fine up to Rs.5,000/- per instance of violation per week per train. Deliberate or wilful non-compliance of Maha-Metro's written instructions for a period of 90 days shall constitute Material breach and Licensee Event of Default, which shall entitle Maha-Metro to encash Security Deposit in part or full and or terminate the License Agreement after giving 90 day's notice to the Licensee.
- e. Such termination of the License Agreement and forfeiture of the Interest Free Security Deposit by Maha-Metro shall be without prejudice to any other damages, rights or remedies applicable under law in its favour.
- f. Further, Maha-Metro 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 Metro Property.
 - d. Dishonour of drafts and Cheques given by Licensee in favour of Maha-Metro.
 - e. Misbehaviour with staff and commuters of Maha-Metro.
 - f. Not following safety and security norms as may be indicated by authorized representative

- of Maha-Metro.
- g. Utilizing advertisements at locations other than that approved by Maha-Metro.
 - h. infringe into the Maha-Metro premises
- g. The option to impose fine, penalty, etc. under this License Agreement shall be exercised by Maha-Metro official not below the rank of **Additional General Manager (AGM)**.

ARTICLE 13: OPERATION AND MAINTENANCE

13.1. Operation and Maintenance

- a. Licensee confirms that he/they fully understand and confirm that the rolling stock/ metro trains shall, at all-time belong to Maha-Metro, and no interest in the same shall be created by the licensee. The Licensee also agrees not to sub-license, lease, sub lease or part with, partially or fully in any form.
- b. The train wrapping rights for display of advertisement for number of trains running on Reach - of Nagpur Metro Rail Project will vest with the licensee only. Any persons wishing to advertise in the above-mentioned train will have to deal directly with the licensee and Maha-Metro will have no dealing in this regard.

At no time subletting of train wrapping rights to other advertising agencies/outdoor agencies, Out of Home advertising agencies, etc. would be permissible under this agreement. The licensee agrees voluntarily and unequivocally to place Maha-Metro messages at their own cost in the panels which lie vacant and not commercialized at any time in the currency of this License Agreement.

- c. The Licensee will not ask for any claim or seek any compensation from Maha-Metro if advertisements/train wrapping are not permitted due to court order/local laws/civil authorities. The maintenance of all advertisement media will be borne solely by the licensee.
- d. The licensee agrees to pay and will continue to pay the license fees and all dues, even if any or all the metro trains are not functional or has/have been stopped for maintenance/ repair or upkeep etc. The Licensee agrees that in the event of such dysfunction, the licensor will not be liable to pay any compensation to the licensee.
- e. The licensee will have to maintain all the train wrapping media in proper clean condition for the currency of the contract. **The advertising media should be of fire-retardant low smoke/zero halogen material and of international standards. The Licensee must submit the media sample for Maha-Metro's approval to the office of the Additional General Manager/Property Development before using the same. Maha-Metro reserves the right not to give such permission.**
- f. The licensee should at all times indicate the date till which their license is valid on each advertisement media/ vinyl.
- g. The Licensee agrees to ensure the safety of Metro Trains while application and removal of vinyls. The Licensee shall ensure that the train exteriors are not spoiled or damaged in the process of displaying the advertisements as train wraps. Utmost care shall be exercised in while affixing or removing of train wraps on exterior surface of Metro Trains and ensure that no damage of whatsoever nature is caused to the exterior surfaces, including but not limited to peeling off surface paint, scratches, dents, etc.
- h. All terms and conditions indicated in this agreement will also be applicable for the additional metro trains, if any, offered by Maha-Metro and accepted by the licensee.
- i. In case of accident caused due to negligence of the Licensee resulting into injury/ death to Maha-

Metro employees/ other users/ any person or loss to Maha-Metro property, Licensee shall compensate the loss (es), without prejudice to other actions under this Agreement at the sole discretion of Maha-Metro, including termination of Agreement.

- j. The Licensee voluntarily and unequivocally agrees not to seek any claims, damages, compensation or any other consideration whatsoever because of implementing the instruction issued by **Maha-Metro fire officer, electrical inspector, Security officer or their authorized representatives from time to time.**
- k. Licensee and its employees or other persons involved in the execution of the work shall not, in any way, impinge on the safety and security of metro operations, passenger safety, safety of metro properties and its assets.
- l. The Licensee shall comply with the laws of land including Court judgments/ court orders/Maharashtra Pollution Control Board and Nagpur Fire Service guidelines and/or other government regulatory bodies, regulating the advertisements/ displays and Maha-Metro can't be held liable for any change/modification in these laws which adversely affects this tender and the licensee voluntarily and unequivocally agrees not to seek any claim, damages, compensation or any other consideration whatsoever on this account.

13.2. Reports of unusual occurrence

The Licensee shall, prior to the close of each day, send to Maha-Metro, by facsimile or e-mail, a report stating accidents and unusual occurrences on the premises relating to the safety and security of the users/commuters and the Nagpur Metro Rail Project. For the purposes of this Clause, accidents and unusual occurrences on the Project shall include:

- (a) death or injury to any person;
- (b) damaged or dislodged of equipment;
- (c) any obstruction on the premises, which results in slow down of the services being provided by the Licensee or which may result in slowdown of the services provided by Maha-Metro;
- (d) communication failure affecting the operation of premises;
- (e) smoke or fire;
- (f) flooding incident; and
- (g) such other relevant information as may be required by Maha-Metro.

ARTICLE 14: FORCE MAJEURE

14.1. Force Majeure

- a. Neither Maha-Metro 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 Licensor.
 - d. Declaration of Medical Emergency (Pandemic situation) by State/Central Government**
 - e. Acts of terrorism
 - f. War, hostilities (Whether war be declared or not), invasion, act of foreign enemy, rebellion, riots, weapon conflict or military action or civil war.
 - g. Strikes or boycotts, other than those involving the Licensor/ Licensee, its contractors, or their employees, agents etc.
- b. 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.
- c. Occurrence of any Force Majeure shall be notified to the other party **within 03 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 7 (seven) days to the other party and interest free Security Deposit shall be refunded by Maha-Metro to the Licensee after adjusting outstanding dues, if any.

ARTICLE 15: BREACHES, EVENTS OF DEFAULT, SURRENDER 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 :-

- a. If the Licensee is found guilty of persistently breaching negative list of advertising and "Factors Governing Advertising Selection as stipulated in this Agreement.
- b. 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.
- c. If the Licensee fails to pay License Fee or other amounts due to Maha-Metro and continues to be in default for more than 90 days. Even non-payment of one-month License Fee will be considered an Event of Default.
- d. If the Licensee is in persistent non-compliance of the written instructions of a Maha-Metro officials.
- e. If the Licensee or any of its representatives cause an incident or accident that results in injury or death to Maha-Metro employees/ commuters or loss to Maha-Metro property.
- f. If Licensee is in violation of any of the clauses of this Agreement and after three written notice from Maha-Metro fails to cure the Default to the satisfaction of Maha-Metro.
- g. If any of the above Material Breach and Licensee Events of Default happens, then:
- h. If the Licensee during pendency of the License Agreement becomes insolvent or is put under receivership by a competent court.
- i. If the licensee submitted false undertaking regarding not blacklisting / ban on Licensee by Central/ State Government Department/ Public Sector Undertaking/ Other Government Entities or Local Body or termination of contract due to their non-performance after award of contract during last five (5) years.

15.2. Consequences of Material Breach and Licensee's event of Default

- a. If any of the above Material Breach and Licensee Events of Default happens, then
- b. Maha-Metro, after giving due notice to the Licensee to Cure the Default, shall be entitled to terminate the License Agreement. For the avoidance of Doubt, it is clarified that the Cure Period available to the Licensee shall be as provided in various Clauses and sub-clauses of this Agreement.
- c. Maha-Metro shall issue a note to the licensee to cure the defaults. If the Licensee fails to cure the Default within stipulated time, Maha-Metro after giving a final 15 days' termination notice shall be entitled to terminate the License Agreement.
- d. In all other cases of Licensee's Event of Default where specific notice period is not provided, Maha-Metro shall issue a Notice to Licensee to cure the Default within 45 days. If the Licensee

fails to cure the Default within 45 days, Maha-Metro after giving a final 15 days' termination notice shall be entitled to terminate the License Agreement.

15.3. Handing over on Termination / Completion / Surrender -

- a. In case of Termination / Completion / Surrender of the License Agreement, the Licensee shall within 07 days of such termination shall remove all the vinyls/advertisement media from the metro trains under this license agreement. A certificate from concerned Officer In-charge or its authorized representative in proof of Licensee having removed/ uninstalled the vinyl's will be required to be submitted by the Licensee. Any claim of vacation / non-vacation without the endorsement of Officer In-charge or its authorized representative shall not be entertained.

In case the Licensee fails to remove the vinyl's/advertisement media within 07 days from the date of termination/Completion/Surrender, Maha-Metro shall remove the vinyl's/advertisement media on its own or through its authorised agency and the cost of such removal shall be deducted from the Security Deposit submitted by the Licensee.

15.4. Termination on the account of Operational Ground of Maha-Metro

- a. Maha-Metro reserve the rights to terminate the License Agreement by giving ninety (90) days advance notice on operational ground. The License agreement will stand terminated on expiry of 90 days' notice. The advance license fees deposited by the Licensee for the balance period on pro-rata basis shall be refunded, without consideration of interest. Further, the Security deposit will be refunded after adjusting outstanding dues, if any.
- b. The Licensee voluntarily agrees not to seek any claim, compensation, damages or any other consideration whatsoever on any ground in this regard.
- c. The Licensee shall remove all the media/vinyl's etc. from Maha-Metro premises within 30 days of issue of termination letter.

ARTICLE 15: DISPUTE RESOLUTION/ARBITRATION

15.5. Dispute Resolution

a. **No legal action till Dispute Settlement Procedure is exhausted.**

Any and all Disputes shall be settled in accordance with the provisions of Article 18. No action at law concerning or arising out of any Dispute shall be commenced unless and until all applicable Dispute resolution procedures set out in Article 15 shall have been finally exhausted in relation to that Dispute or any Dispute out of which that Dispute shall have arisen with which it may be or may have been connected.

b. **Notice of Dispute**

For the purpose of Sub-Clause b, a Dispute shall be deemed to arise when one party serves on the other party a notice in writing (hereinafter called a "Notice of Dispute") stating the nature of the Dispute provided that no such notice shall be served later than 30 days after the date of takeover of the License Space by Maha-Metro.

c. **Two Stages for Dispute Resolution**

Disputes shall be settled through two stages:

- a. Conciliation procedures as established by "The Arbitration and Conciliation Act- 1996" & amended by the Arbitration & Conciliation (Amendment) Act, 2015 and any statutory modification or re-enactment thereof and in accordance with this Clause. In the event this procedure fails to resolve the Dispute then;
- b. Arbitration procedures undertaken as provided by "The Arbitration and Conciliation Act - 1996" & amended by the Arbitration & Conciliation (Amendment) Act, 2015 and any statutory modification or re-enactment thereof. and in accordance with this Clause.

d. **Conciliation**

Within 60 days of receipt of Notice of Dispute, either party shall refer the matter in dispute to conciliation.

Conciliation proceedings shall be initiated within 30 days of one party inviting the other in writing to Conciliation. Conciliation shall commence when the other party accepts in writing this invitation. If the invitation is not accepted, then Conciliation shall not take place. If the party initiating conciliation does not receive a reply within 30 days from the date on which he sends the invitation he may elect to treat this as a rejection of the invitation to conciliate and inform the other party accordingly.

The Conciliation shall be undertaken by one Conciliator selected from a panel of Conciliators maintained by the Licensor. The Conciliator shall assist the parties to reach an amicable settlement in an independent and impartial manner.

e. **Conciliation Procedure**

The Employer shall maintain a panel of Conciliators, who shall be from serving or retired engineers of Government Departments, or of Public Sector Undertakings. Out of this panel, a list of three Conciliators shall be sent to the Licensee who shall choose one of them to act as Conciliator and conduct conciliation proceedings in accordance with "The Arbitration and Conciliation Act, 1996" of India & amended by the Arbitration & Conciliation (Amendment) Act, 2015 and any statutory modification or re-enactment thereof. There will be no objection if conciliator so nominated is a serving employee of Maha-Metro who would be AGM level officer and above. The Licensor and the Licensee shall in good faith co-operate with the Conciliator and, in particular, shall endeavour to comply with requests by the Conciliator to submit written materials, provide evidence and attend meetings. Each party may, on his own initiative or at the invitation of the Conciliator, submit to the Conciliator suggestions for the settlement of the dispute. When it appears to the Conciliator that there exist elements of a settlement which may be acceptable to the parties, he shall formulate the terms of a possible settlement and submit them to the parties for their observations. After receiving the observations of the parties, the Conciliator may reformulate the terms of a possible settlement in the light of such observations.

If the parties reach agreement on a settlement of the dispute, they may draw up and sign a written settlement agreement. If requested by the parties, the Conciliator may draw up, or assist the parties in drawing up, the settlement agreement. When the parties sign the settlement agreement, it shall be final and binding on the parties and persons claiming under them respectively. The Conciliator shall authenticate the settlement agreement and furnish a copy thereof to each of the parties. As far as possible, the conciliation proceedings should be completed within 60 days of the receipt of notice by the Conciliator.

The parties shall not initiate, during the conciliation proceedings, any arbitral or judicial proceedings in respect of a dispute that is the subject matter of the conciliation proceedings.

f. **Termination of Conciliation Proceedings**

The conciliation proceedings shall be terminated:

- a) by the signing of the settlement agreement by the parties on the date of agreement; or
- b) by written declaration of the conciliator, after consultation with the parties, to the effect that further efforts at conciliation are no longer justified, on the date of such declaration;
or
- c) by a written declaration of the parties to the conciliator to the effect that the conciliation

proceedings are terminated, on the date of declaration; or

- d) by a written declaration of a party to the other party and the conciliator, if appointed, to the effect that the conciliation proceedings are terminated, on the date of declaration.

Upon termination of the conciliation proceedings, the conciliator shall fix the costs of the conciliation and give written notice thereof to the parties. The costs shall be borne equally by the parties unless settlement agreement provides for a different apportionment. All other expenses incurred by a party shall be borne by that party.

15.6. Arbitration

If the efforts to resolve all or any of the disputes through conciliation fails, then such disputes or differences, whatsoever arising between the parties, arising out of touching or relating to construction/ manufacture, measuring operation or effect of the License Agreement or the breach thereof shall be referred to Arbitration in accordance with the following provisions:

- a. Only such dispute(s) or difference(s) in respect of which notice has been made but could not be settled through Conciliation, together with counter claims or set off, given by the Licensor, shall be referred to arbitration. Other matters shall not be included in the reference.
- b. The Arbitration proceedings shall be assumed to have commenced from the day, a written and valid demand for arbitration is received by Managing Director, Maharashtra Metro Rail Corporation Limited, Nagpur (MD/Maha-Metro).
- c. The disputes so referred to arbitration shall be settled in accordance with the Indian Arbitration & Conciliation Act, 1996 & amended by the Arbitration & Conciliation (Amendment) Act, 2015 and any statutory modification or re-enactment thereof.

Further, it is agreed between the parties as under:

- a. **Number of Arbitrators: The arbitral tribunal shall consist of:**
 - a. Sole Arbitrator in cases where the total value of all claims in question added together does not exceed Rs. 2.00 crores;
 - b. 3 (Three) arbitrators in all other cases.
- b. **Procedure for Appointment of Arbitrators: The arbitrators shall be appointed as per following procedure:**
 - i) In case of Sole Arbitrator: Within 60 days from the day when a written and valid demand for arbitration is received by MD/Maha-Metro, the Licensor will forward a panel of 03 names to the Contractor. The Licensee shall have to choose one Arbitrator from the panel

of three, to be appointed as Sole Arbitrator within 30 days of dispatch of the request by the Licensor. In case the Licensee fails to choose one Arbitrator within 30 days of dispatch of panel of arbitrators by Maha-Metro then MD/Maha-Metro shall appoint anyone Arbitrator from the panel of 03 Arbitrator as sole Arbitrator.

ii) In case of 3 Arbitrators:

- a) Within 60 days from the day when a written and valid demand for Arbitration is received by MD/Maha-Metro, the Licensor will forward a panel of 5 names to the Licensee. The Licensee will then give his consent for any one name out of the panel to be appointed as one of the Arbitrators within 30 days of dispatch of the request by the Licensor.
- b) Licensor will decide the second Arbitrator. MD/Maha-Metro shall appoint the two Arbitrators, including the name of one Arbitrator for whom consent was given by the Licensee, within 30 days from the receipt of the consent for one name of the Arbitrator from the Licensee. In case the Licensee fails to give his consent within 30 days of dispatch of the request of the Licensor then MD/Maha-Metro shall nominate both the Arbitrators from the panel.
- c) The third Arbitrator shall be chosen by the two Arbitrators so appointed by the parties out of the panel of 05 Arbitrators provided to Licensee or from the larger panel of Arbitrators to be provided to them by Licensor at the request of two appointed Arbitrators (if so desired by them) and who shall act as Presiding Arbitrator. In case of failure of the two appointed Arbitrators to reach upon consensus within a period of 30 days from their appointment, then, upon the request of either or both parties, the Presiding Arbitrator shall be appointed by the Managing Director / Maha-Metro, Nagpur.
- d) If one or more of the Arbitrators appointed as above refuses to act as Arbitrator, withdraws from his office as Arbitrator, or vacates his/their office/offices or is/are unable or unwilling to perform his functions as Arbitrator for any reason whatsoever or dies or in the opinion of the MD/Maha-Metro fails to act without undue delay, the MD/Maha-Metro shall appoint new Arbitrator /Arbitrators to act in his/their place except in case of new Presiding Arbitrator who shall be chosen following the same procedure as mentioned in para (ii)(c) above. Such re-constituted Tribunal may, at its discretion, proceed with the reference from the stage at which it was left by the previous Arbitrator(s).
- e) The Licensor at the time of offering the panel of Arbitrator(s) to be appointed as Arbitrator shall also supply the information with regard to the qualifications of the said Arbitrators nominated in the panel along with their professional experience, phone nos. and addresses to the Licensee.

- c. Qualification and Experience of Arbitrators (to be appointed as per sub-clause b above) : The Arbitrators to be appointed shall have minimum qualification and experience as under:

Arbitrator shall be;

a Working / Retired Officer (not below E-8 grade in a PSU with which Maha-Metro has no business relationship) of any discipline of Engineering or Accounts / Finance department, having experience in Contract Management;

or

a Retired Officer (retired not below the SAG level in Railways) of any Engineering Services of Indian Railways or Indian Railway Accounts Service, having experience in Contract Management; or a Retired Officer who should have retired more than 3 years previously from the date of appointment as Arbitrator (retired not below E-8 grade in Maha-Metro or a PSU with which Maha-Metro has a business relationship) of any Engineering discipline or Accounts / Finance department, having experience in Contract Management or retired judge of any High Court or Supreme Court of India or reputed Chartered Accountant & should be member of ICAI, New Delhi. No person other than the persons appointed as per above procedure and having above qualification and experience shall act as Arbitrator.

- d. No new claim shall be added during proceedings by either party. However, a party may amend or supplement the original claim or defence thereof during the course of arbitration proceedings subject to acceptance by Tribunal having due regard to the delay in making it.
- e. Neither party shall be limited in the proceedings before such arbitrator(s) to the evidence or arguments put before the Conciliator for the purpose of obtaining his decision. No decision given by the Conciliator in accordance with the foregoing provisions shall disqualify him from being called as a witness and giving evidence before the arbitrator(s) on any matter, whatsoever, relevant to dispute or difference referred to arbitrator/s. Neither party shall be limited in the proceedings before such arbitrators to the evidence.
- f. It is agreed by both the Parties that in the cases where Arbitral Tribunal is consist of sole Arbitrator, their disputes shall be resolved by fast track procedure specified in sub-section (3) of 29B of the Arbitration and Conciliation (Amendment) Act , 2015 or as amended up to date.
- g. If the Licensee(s) does/do not prefer his/their specific and final claims in writing, within a period of 90 days of receiving the intimation from the Licensor/ Conciliator that the final demand is ready, he/they will be deemed to have waived his/their claim(s) and the Licensor shall be discharged and released of all liabilities under the License Agreement in respect of these claims.

- h. Arbitration proceedings shall be held at Nagpur, India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English.
- i. The Arbitral Tribunal should record day to day proceedings. The proceedings shall normally be conducted on the basis of documents and written statements. All arbitration awards shall be in writing and shall state item wise, the sum and detailed reasons upon which it is based. A model Time Schedule for conduct of Arbitration proceedings in a period of 180 days / 365 days will be made available to Arbitral tribunal for their guidance. Both the Parties should endeavour to adhere to time schedule for early finalization of Award.
- j. The award of the sole Arbitrator or the award by majority of three Arbitrators as the case may be shall be binding on all parties. Any ruling on award shall be made by a majority of members of Tribunal. In the absence of such a majority, the views of the Presiding Arbitrator shall prevail.
- k. A party may apply for correction of any computational errors, any typographical or clerical errors or any other error of similar nature occurring in the award of a tribunal and interpretation of specific point of award to tribunal within 60 days of the receipt of award. party may apply to tribunal within 60 days of receipt of award to make an additional award as to claims presented in the arbitral proceedings but omitted from the arbitral award.
- l. **Interest on Arbitration Award**
Where the arbitral award is for the payment of money, interest @ 15% per annum shall be payable on whole or any part of the money for the period it is accrued, till the date on which the award is made.
- m. **Cost of Conciliation / Arbitration**
The fees and other charges of the Conciliator / Arbitrators shall be as per the scales fixed by the Licensor from time to time irrespective of the fact whether the Arbitrator(s) is / are appointed by the Licensor or by the Court of law unless specifically directed by Hon'ble Court otherwise on the matter, and shall be shared equally by the Licensor and the Licensee. However, the expenses incurred by each party in connection with the preparation, presentation will be borne by itself. The latest scale of fee & other charges fixed by Maha-Metro are as per Schedule-D enclosed.
- n. **Jurisdiction of Courts**
Where recourse to a Court is to be made in respect of any matter, the court at Nagpur shall have the exclusive jurisdiction to try all disputes between the parties.

ARTICLE 16: MISCELLANEOUS

16.1. Insurance and Waiver of Liability

- a. The Licensee hereby undertakes to indemnify and hold Maha-Metro harmless against all costs, damages, liabilities, expenses arising out of any third party claims relating to non- completion of the Fit-out; quality of the Fit-out and the all other activities.
- b. The Licensee hereby undertakes to indemnify Maha-Metro against all losses and claims in respect of death or injury to any person or loss or damage to any property which may arise out of or in consequence of the execution and completion of works and remedying defects therein and against all claims, proceedings, damages, costs charges and expenses whatsoever in respect thereof or in relation thereto.
- c. The Licensee hereby undertakes that Maha-Metro shall not be liable for or in respect of any damages or compensation payable to any workman or other person in the employment of Licensee or any of his contractors/ sub-contractors/sub-Licensees. The Licensee shall indemnify and keep indemnified Maha-Metro against all such damages and compensation; all claims proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto.
- d. The licensee must strictly comply with all the provisions of The EPF Act 1952, The ESI Act 1948, Minimum Wages Act 1948, Labour Laws & regulation in force including but not limited to the Contract Labour (Regulation & Abolition) Act-1986 including any subsequent amendment thereof and the rules made there under as per prevalent Government orders and/or Government Notifications and ensure timely payment under these Acts. Failure to comply these acts shall attract penalty as per provisions. Licensee shall indemnify Maha-Metro Administration for any loss and damages suffered due to violation of its provision.
- e. The Licensee hereby indemnifies Maha-Metro against any loss, damage or liabilities arising because 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.
- f. 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 Maha-Metro against any liability arising in connection with the employment of its personnel in the said premises of Licensor. Licensee hereby undertakes to carry out police verification of its employees and submit its copy to Maha-Metro in accordance with its extant policies.
- g. The Licensee shall indemnify Maha-Metro from any claims that may arise from the statutory authorities against any statutory taxes, statutory dues, local levies, etc. in connection with this License.
- h. The Licensee shall indemnify Maha-Metro from any serious accident caused due to negligence of the Licensee, resulting in injury, death to commuters or Maha-Metro employees or loss to Maha-Metro property during the currency of license agreement.

- i. The Licensee shall be liable for and shall indemnify, protect, defend and hold harmless Maha-Metro, Maha-Metro's officers, employees and agents from and against any and all demands, claims, suits and causes of action and any and all liability, costs, expenses, settlements and judgments arising out of the failure of the Licensee to discharge its obligations under this clause and to comply with the provisions of Applicable laws and Applicable Permits.
- j. The Licensee shall indemnify and keep indemnified Maha-Metro for any losses/ penalties on this account levied by any Judicial/ Statutory Authorities/ Courts on Licensee.
- k. Insurance and Waiver of Liability: The Licensee shall 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 Maha-Metro premises, including death or injury caused by the negligence of the Licensee or the Licensee's failure to perform its obligations under the agreement. Upon Maha-Metro's request, the Licensee shall submit to Maha-Metro, 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 the licensor harmless against all liabilities, losses, damages, claims, expenses suffered by the licensor as a result of such default by the Licensee.

16.2. The Licensee shall comply with the laws/guidelines/policies including **Nagpur Municipal Corporation's Advt. policy/EPCA guidelines/directives given by Hon'ble courts, or any other prevailing policy as applicable in India**, regarding advertisement/display. Maha-Metro 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.

16.3. The Licensee will not ask for any claim or seek any compensation from Maha-Metro if the train wrapping is not permitted due to court order/local laws/civil authorities.

16.4. The Licensee shall bear all salaries, wages, bonuses, payroll taxes or accruals including gratuity, superannuating, pension and provident fund contributions, contributions to worker's compensations funds and employees state insurance and other taxes and charges and all fringe and employee benefits including statutory contributions in respect of such personnel employed/deployed by the Licensee. These personnel shall at no point of time be construed to be employees of Maha-Metro and the Licensee shall be solely responsible for compliance with all labour laws which shall include all liabilities of the Provident Fund Act, ESI Act, Workmen's compensation Act, Minimum Wages Act and other Labour Welfare Act in respect of its personnel. The Licensee shall indemnify Maha-Metro from any claims that may arise in connection with above.

16.5. 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 personnel deployed shall be decent, courteous and without any adverse or criminal background. Licensee shall arrange ID cards for their personnel from Pass Section/ Maha-Metro Ltd. as per extent rules for the same. All the Licensee's personnel shall be required to possess ID card issued by Maha-Metro while working in Maha-Metro's premises as per prevailing procedure. Access inside the stations in paid areas shall be through smart cards as per prevailing applicable charges, in addition to the valid ID cards.

- 16.6.** That no tenancy/sub-tenancy is being created by Maha-Metro in favour of Licensee under or in pursuance of this Agreement and it is distinctly & clearly understood, agreed & declared by and between the parties hereto that: -
- a. That the Licensee shall not have or claim any interest in/on the said Metro Station 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 Maha-Metro in favour of Licensee in or in respect of the train wrapping rights, except to carry out their activities as granted 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.
- 16.7.** The relationship between Maha-Metro 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 Maha-Metro on the one hand and Licensee on the other hand in connection with and/or relating to advertisements being displayed by the Licensee at the said premises.
- 16.8.** 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 "Maha-Metro" to uninstall/remove vinyls/media installed by the Licensee on the metro train/s. 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 by the Licensor.
- 16.9.** That the Licensee shall be responsible to obtain any or all permission and/or clearances from any/all authorities, governmental or otherwise and Maha-Metro shall not be liable or responsible for any of the act or omissions committed on the part of the licensee.
- 16.10.** 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 Maha-Metro. The Licensee also voluntarily agrees to collect the invoices from the office of the Authorized representative of the Maha-Metro before the due date. Non receipt of invoice will not be a consideration for delayed or non-payment of dues.

16.11. Notices:

- a. Maha-Metro and Licensee voluntarily and unequivocally agrees that any notices to be served with reference to the said agreement shall be sufficiently served and given if delivered to-

If to Maha-Metro:

Address : **Maharashtra Metrorail Corporation Limited**
"Metro Bhavan", VIP Road, Opp. Dr. Babasaheb Ambedkar
College, Near Deekshabhoomi, Nagpur- 440010

Telephone : 0712 –

Fax :

Email :

Kind Attention : Managing Director

Cc : Maha-Metro Representative

If to the Licensee

Name : M/s

Address : ""

Telephone : 0712 –

Fax :

Mobile :

Attention :

- b. That any notice or correspondence under the terms of this License shall be in writing by registered post/ Speed Post/ Courier or delivered personally. All activities including day to day management, billing, cancellation/termination/surrender etc. shall be carried out from the office of the General Manager/Property Business or by his duly authorized representative. All Notice shall be addressed as follows:
- c. No instruction/ notice of any party if not communicated in writing, shall be entertained by the other party.

Draft License Agreement for "Awarding of Exclusive Train Wrapping Rights of Nagpur Metro Trains on Reach-1 and/or Reach - 3 of Nagpur Metro Rail Project for a period of 03 years"

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.SIGNED, SEALED AND DELIVERED

For and on behalf of
THE AUTHORITY by:

(Signature)
(Name)
(Designation)

THE COMMON SEAL OF Licensee has been affixed pursuant to the resolution passed by the Board of Directors of the Licensee at its meeting held on the day of 20..... hereunto affixed in the presence of, Director, who has signed these presents in token thereof and, company Secretary / Authorised Officer who has countersigned the same in token thereof

§:

In the presence of:

1.

2.

§ To be affixed in accordance with the articles of association of the Licensee.

Annexures

Annexure – 1: Details of Train Wrapping Space

Table No. 1: Details of Metro Trains presently considered for train wrapping on Reach-1 and Reach-3 of Nagpur Metro Rail Project.

Sr. No.	Reach Details	Number of Trains considered for Train Wrapping	Number of Coaches per Train
1	<p align="center">Reach – 1 (Orange line)</p> <p>The Reach - 1 Line lies on the North-South Corridor of Nagpur Metro Rail Project and includes all stations from Khapri Metro Station to Sitaburdi Interchange Metro Station.</p>	2	3
2	<p align="center">Reach – 3 (Aqua Line)</p> <p>The Reach – 3 Line lies on the East-West Corridor of Nagpur Metro Rail project and includes all stations from Lokmanya Nagar Metro Station to Sitaburdi Interchange Metro Station.</p>	2	3

Note:

- Licensee shall not have any claim for compensation or damages, revision/reduction in License fee, in case of reduction in number of trains/coaches on any route.

5 % No. 2: Details of Advertisement Spaces on the rolling stock of Nagpur Metro Rail on Reach-1 and Reach-3

Details of advertisement spaces and Area of vinyl film for wrapping on Rolling Stock of Nagpur Metro Rail					
Item	Qty	Dimensions of 1 unit (m)	Area of 1 unit (sq m)	Area of 1 unit (sq ft)	Total area (sq ft)
Important Notes:					
1) Following Mahametro's artwork elements are to be applied on train and hence their area cannot be used for advertisement : Top orange band throughout the train, Majhi Metro slant band in DMA, Pink Naari shakti band in DMA, Windows on saloon doors of DMA, Maha-Metro slant band in DMB. (please see the picture attached herewith for reference)					
2) Maha-Metro's artwork is to be applied on front & back masks of the train also. Therefore front & back mask area cannot be used for advertisement.					
3) Application of vinyl film with Maha-Metro's Artwork mentioned in SN 1 & 2 is in the scope of the Bidder. i.e. The Bidder will have to merge Mahametro's artwork and the Bidder's advertisement artwork and then produce an overall livery design for the whole train.					
4) The vinyl film on all windows will be one-way vision type.					
Exterior of COACH 1 (DMA) Ladies coach					
Total DMA area (including all)	1 DMA per train	.....	107.12	1152.61	1152.61
Top Orange band	2 per DMA	0.3 x 22	6.600	71.02	-142.03
Majhi Metro slant band	2 per DMA	.....	2.790	30.02	-60.04
Pink Naari shakti band	2 per DMA	0.2 x 22	4.400	47.34	-94.69
Windows of saloon doors (one way)	16 per DMA	0.917 x .456	0.418152	4.50	-71.99
				ADVERTISEMENT AREA in DMA	783.86
Exterior of COACH 2 (TC)					
Total TC area (including all windows)	1 TC per train	.....	115.52	1243.00	1243
Top Orange band	2 per DMA	0.3 x 22	6.600	71.02	-142.03
				ADVERTISEMENT AREA in TC	1100.96
Exterior of COACH-3 (DMB)					
Total DMB area (including all)	1 DMB per train	.....	107.12	1152.61	1152.61
Top Orange band	2 per DMB	0.3 x 22	6.600	71.02	-142.03
Maha Metro slant band	2 per DMB	.....	2.790	30.02	-60.04
				ADVERTISEMENT AREA in DMB	950.54
Total exterior area available for advertisement (sq ft per train)					2835.36
Total Area of Front & Back Mask (sq ft per train), not for advertisement					221.44
Total Area of Vinyl Film to be wrapped (including Front & back mask) in the scope of Bidder (sq ft per train) [1152.61 + 1243+ 1152.61 + 221.44]					3769.66

Images showing Tentative Layout for Train Wrapping, Details of Area available for advertisement etc. are Attached at Annexure-3

Annexure – 2: Materials of Train Wrapping

1.0 OPERATING CONDITIONS FOR GRAPHICS

1.1 Ambient conditions:

The graphics shall perform satisfactorily under the following climatic conditions:

- (i.) Ambient temperature : -4° C to 50° C
- Altitude : Sea level to 2500m
- Max. Sun temperature : 70° C
- Relative humidity : 40% to 100%
- (ii.) The rainfall is heavy.
- (iii.) During dry weather, the atmosphere is likely to be dusty.
- (iv.) Temperature variations can be quite high in the same journey or short period of time.

1.2 Maintenance conditions:

The coach exteriors are cleaned with mildly acidic cleaning agents and using brushes with non-metallic bristles or automatic car washing plants.

2.0 TECHNICAL REQUIREMENTS OF Graphics films

The graphic film will consist of three layers namely the base film, adhesive layer and release liner. The completed film should be over laminated, and edge sealed.

For mono colour applications, the film needs to be pre-coloured as per the recommended and approved colour specified. Graphics with designs need to be printed using a digital print technology approved by the film manufacturer using inks that are co-branded between the machine and the film manufacturer. The inks should be low VOC (Volatile organic compounds) emitting green guard gold certified inks.

2.1 BASE FILM REQUIREMENTS

- 2.1.1** Base Film will be film having thickness of 50 microns. Plasticizers and other additives materials must not emerge or exude. The films shall not include any materials having harmful effect on painted surfaces, human beings and environment.
- 2.1.2** For the pre coloured films the difference in colour from the approved sample should not be more than 1 delta when measured with spectrophotometer. For printed films the prints should be visually consistent with the approved sample.
- 2.1.3** Thickness: The nominal thickness of the unprinted film including adhesive shall be between 0.070mm to 0.090mm. The test procedure for measuring thickness is ASTM D 3652.

2.2 REQUIREMENTS FOR ADHESIVES

- 2.2.1** The adhesive shall stick, without the use of an activator such as solvents or heat, on any metallic and non-metallic, polished and clean surfaces, free from any grease or silicone without producing wrinkles, rolling up, tearing or detaching.
The digitally printable films should have a gray colour. The gray colour adhesive will provide good hiding power so that colour of the coach does not affect the printed graphic colours and they appear vibrant.
- 2.2.2.** The adhesive should have features of controlled adhesive release, which will protect the paint of the coach. After the release liner has been removed, the films having controlled release adhesive shall be able to slide freely on the substrate before its final installation. Film can be positioned and finally applied by squeezing out permanent adhesive using a nylon moulded squeeze without using any activator such as solvent or heat.
- 2.2.3.** The graphics film should have inbuilt air channels in the adhesive layer to ensure release of air bubbles during application which will result in fast application and the same should be clearly marked on the backing liner as controlled release type.

2.3 REQUIREMENTS FOR RELEASE LINER

- 2.3.1** The release liner protects the adhesive against dirt contamination and prevents the film from unintended agglutination.
- 2.3.2** The release liner will be paper, coated with polyethylene on both sides to have resistance to moisture and solvent during printing and application.
- 2.3.3** In addition, the adhesive power of the release liner shall not be so strong that the adhesive detaches on removal of the release liner.
- 2.3.4** The brand name of the manufacturer should be clearly printed on the release liner for easy identification.

2.4 REQUIREMENTS FOR PRINTING OF BASE FILMS TO CONVERT INTO GRAPHICS

- 2.4.1** Graphics with designs need to be printed with digital printing technology approved by film manufacturer using inks that are co-branded between the film and the machine manufacturer. The inks should be low VOC, green guard gold certified inks.
- 2.4.2** The graphic must be printed with printing resolution of the minimum of 360 dpi by 760 dpi to maximum of 720 dpi by 1440 dpi (Dots/inch).
- 2.4.3** The printing Inks shall be co-branded between the machine as well as films manufacturer. The entire graphic solution including inks should be warranted by graphics manufacturer.

2.5 REQUIREMENTS OF EDGE SEALING OF PRINTED GRAPHICS

- 2.5.1** Edge sealing is required on the edges of the vinyl to give protection against peeling of the graphics film and preventing damages of the graphics film against vandalism.
- 2.5.2** The edge sealing material shall be clear acrylic/alkyd/PU resin or an approved clear tape that will be applied on all the overlap joints of the film and the ends/ edges of the film with at least 4mm footprint covering 2mm on both the exposed edges.
- 2.5.3** Warranty will also be applicable on the edge sealing solution provided.

2.6 REQUIREMENTS OF OVER LAMINATE

- 2.6.1.** The surface of the graphic films shall be over laminated in an appropriate way to guarantee the resistance against operating stress and weather, resistance to scratch and tear from foreign objects.
- 2.6.2.** The graphics film should have an overlamine supplied by the same manufacturer of the graphics film. The overlamine should be a conformable anti-graffiti film and should be UV stabilized, which is to be tested to ASTM G152 for protection against deterioration and fading.
- 2.6.3.** Over laminate should be applied on the printed graphics as per recommendation by the manufacturer of the graphics film after the printing has been done on the graphics film.
- 2.6.4.** The overlamine film used should be free of PVC with 0.03 to 0.04mm thick

- 2.6.5. The overlamine applied on finished graphic prior to application should be able to pass the anti-graffiti test ASTM D6578 where all the marking agents should be removed with an average rating of not less than 8.

3.0 CHARACTERISTICS OF FINISHED GRAPHICS PRIOR TO APPLICATION:

- 3.1. **Thickness:** The film thickness shall be not more than 0.135mm +/- 15%, with sealing and print colour. The test procedure for measuring thickness is ASTM D 3652.
- 3.2. **Gloss Value:** The minimum gloss value shall be 70 achieved at 60° measured by gloss meter as per ASTM D 523. Gloss value retention after two years should not be less than 30 at 60° measured by gloss meter as per ASTM D 523.
- 3.3. **Durability & Weathering Resistance:**
The graphic films shall be durable & resistant to weathering for at least one year in permanent outdoor-exposure. No kind of detachment, cracks, bubbles or similar effects shall occur during the applied state. The supplier shall submit proof of test from reputed independent laboratory (Govt. Accredited) of accelerated weathering, UV and environmental exposure as per ASTM G 152 using xenon arc/QUV panel machines at 0.63 nanometre UV A lamps with 4 hour condensation and 4 hour UV exposure for min of 250 hrs. Post cycle specular gloss value, delta E colour change, visual discoloration has to be reported. The colour change should not be more than delta E=3, measured by approved photo spectro densito meter (The instrument measures colour value).
- 3.4. **Adhesive Power:** The films shall stick on any metallic and non-metallic surface, free from grease and silicone, without producing wrinkle, rolling up, detaching or tearing. The adhesive power shall be min 25N as per clause 16.1.
- 3.5. **Flammability:** The graphic film should meet EN45545-2 flammability test with R7HL1 classification as per the table below:

Test method	Standard	Parameter and unit	Max / Min	HL1
T02	ISO 5658-2	CFE	Min	20
	Spread of Flame	kW/m²		
T03.01	ISO 5660-1: 50kW/m2	MAHRE	Max	--
	Heat Release	kW/m²		
T10.04	EN ISO 5659-2: 50kW/m2	Ds max.	Max	600
	Smoke/Optical Density	---		
T10.02	EN ISO 5659-2: 50kW/m2	VOF₄	Max	1200
	Smoke/Optical Density	min		
T11.01	EN ISO 5659-2: 50kW/m2	CITg	Max	--
	Smoke/Optical Density			
	➔ Conventional Index of Toxicity			

- 3.6. **Temperature Resistance:** The film shall be resistant to temperatures between -10°C and +80°C without any visible changes such as detachment cracks, bubble formation and colour changes. This property is to be tested as per clause 16.3.

- 3.7. Dimensional Stability:** The shrinkage of the graphic films after application shall not exceed 0.2%. This is to be tested as per clause 16.4.
- 3.8. Resistance to Detergents:** The graphic films shall be resistant to detergents used by the IR for exterior cleaning of the coaches. The surface of the sealed film shall not soften and the colour and the adhesive power shall not change. The same applies to surface softening and to all kind of detachments (waves, bubbles etc.). This should be tested as per clause 16.5.
- 3.8.1. Wash and Attrition Resistance:** The graphic films shall not suffer any visible colour and gloss changes, detachments, cracks, bubbles etc. during external coach washing in accordance with IR field practices. Furthermore, the films shall not expand. The graphic films along with over laminate shall not show any visible colour and gloss changes when tested as per ASTM D 1044 using cleaning solution as per clause 9.5
- 3.8.2. Wash and Attrition Resistance:** The finished graphic prior to application should be able to pass the anti-graffiti test ASTM D6578 where all the marking agents should be removed with an average rating of not less than 8.
- 3.9. Marking of the Product:** For identification the accepted finished products shall be clearly marked with a capital height of more than 50mm with a print on the release liner as well as on the visible surface (by printing, stamping or needle perforation).

The marking should consist of the date of manufacture (month and year for example 12/04) of the finished product as well as manufacturer of the base material.

4.0 APPLICATION OF GRAPHICS

- 4.1.** Applications of Graphics must be done using recommended application tools as mentioned by the manufacturer of the graphic film. The applicator must show experience/training certificate of doing similar application on any moving vehicle by the manufacturer of the graphic film. The application must be in accordance with the published SOP.
- 4.2.** Application of the graphic film must be done on the surface without using any soap solution and water. (Dry application to make faster application and protect the paint of the coach)
- 4.3** The application tool should be a nylon moulded squeeze with low friction sleeve, which will prevent scratches on the graphics, and a nylon rivet brush with wooden handle to apply graphics on the rivets.

5.0 TESTING THE GRAPHIC FILM

- 5.1. Adhesive power:** The adhesive power shall be tested as per ASTM D 3330, procedure A for 180° peel strength on a standard test panel of Stainless Steel, conditioned as per ASTM D 4332 at a peel off velocity of 360mm/minute.
- 5.2. Controlled release adhesion:** This shall be tested visually for presence of air channels on the adhesive side of the base film after the removal of release liner.
- 5.3. Temperature resistance:** Two test specimens 25mm x200mm are stuck onto test plates of stainless steel, polished to a completely plane surface and are subsequently stored at standard reference atmosphere. The specimens are subjected to temperature changes for seven cycles-each cycle comprising of 8 hours of -10°C and 16 hours of 90°C.
- 5.4. Dimensional stability:** Four 160mm x160mm test specimens are stuck onto degreased and etched aluminium plates with the dimension of 150x150x8mm and are stored for 72 hours in standard reference atmosphere. The projecting test specimen is then cut with a sharp knife (razor blade) along the test plate. Afterwards, the test specimens are stored for 48 hrs at 70°C and are then cooled down

for 2 hours in standard reference atmosphere of 23+/-1°C and 50% relative humidity. Measurement of the shrinkage at two measuring points in longitudinal and transverse directions should be done.

5.5. Resistance against detergents: The test is to be carried out with two, test solutions.

Duration of test: 24 hrs.

'A' Solution:

40% phosphoric acid
15% emulsifying agent
45% water (distilled)

'B' Solution:

10% Fatty alcohol polyethylene Glycol ether	-	10%
Sodium cumene sulphonate (40% solution)	-	5%
NTA liquid (40% solution) Trilon A, BASF	-	5%
Triethanolamine	-	20%
Totally demineralized water	-	60%

Emulsifying agent: Oleyl-stearyl alcohol mix (with iodine value 50) with 10 mol ethylene oxide.

Max. application concentration for test solution A and B 1:4 respectively.

6.0 PACKING:

Cut films are to be dispatched, bundled up and securely packed in cardboard. Other graphics are to be rolled up on a cardboard roll/tube with the film side on the outside and shall be dispatched under safe transit.

7.0 WARRANTY AND REPLACEMENT:

The time of comprehensive warranty should be 1 year which covers failure due to manufacturing defect, application, excessive fading of inks or pigments or any such defects.

8.0 Failures / Vandalism:

Any failures arising due to vandalism or intentional damage will be exempted from scope of warranty.

The supplier shall replace all the graphics rejected on final acceptance due to their non-compliance with the requirements and those products that show deficiencies during the time of guarantee by products complying with the requirements within a period of six weeks.

9.0 Anti-Graffiti Features:

The finished graphics should have anti-graffiti features.

Annexure – 3: Images showing Tentative Layout for Train Wrapping

