

MAHARASHTRA METRO RAIL CORPORATION LTD.

(NAGPUR METRO RAIL PROJECT)

Volume II - Draft License Agreement

For

Licensing of Advertisement Rights inside Selected Metro Stations of Reach – 1
of Nagpur Metro Rail Project for a period of 05 years

Tender No: N1PD-18/2019

December, 2019



MAHARASHTRA METRO RAIL CORPORATION LTD.

Metro Bhavan, Opposite to Dr. Babasaheb Ambedkar College,
Near Diksha Bhoomi, Nagpur - 440010.

Website: <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" (hereinafter referred to as "Maha-Metro (NMRP)" and/or the 'Authority'), 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 '**Licensing of Advertisement Rights inside Selected Metro Stations of Reach – 1 of Nagpur Metro Rail Project for a period of 05 years'**, through open bidding process.
- (B) Based on fulfillment of eligibility criteria as laid down in RFP document, Maha-Metro has selected M/s. _____ as successful bidder (hereinafter referred to as "Licensee") has been selected for assigning the **Licensing of Advertisement Rights inside Selected Metro Stations of Reach – 1 of Nagpur Metro Rail Project for a period of 05 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, Advertising Spaces (to be identified by the Licensee and approved by Maha-Metro) on "as is where is basis" at selected/..... Metro stations of Reach-1 of Nagpur Metro Rail Project.

- (E) Therein after referred to as Advertisement Spaces, on payment of License Fee to Maha-Metro on the terms and conditions hereunder contained in this License Agreement.
- (F) The Licensee shall design, procure, manufacture, fabricate, install, commission, manage, operate, maintain, market and sell advertising spaces / opportunities inside selected Nagpur Metro stations as specified in this Agreement at its own cost. Advertisement spaces on bare / prefabricated installed sites shall be identified by the Licensee and got approved from Maha-Metro before commissioning.

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. Any other document issued by / of Maha-Metro forming part of the Bidding Process
- B. The Licensee hereby covenants as follows: -
- i. Licensee hereby assumes responsibility for *"Licensing of Advertisement Rights inside Selected Metro Stations of Reach – 1 of Nagpur Metro Rail Project for a period of 05 years on as is where is basis"*. Licensee shall be responsible for design, procure, manufacture, fabricate, install, commission, manage, operate, maintain, market and sell advertising spaces / opportunities inside stations as specified in this Agreement at its own cost. All the advertising sites and formats proposed by the Licensee are subject to approval by Maha-Metro with regard to operational feasibility, aesthetics, safety and security concerns.
 - 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 potential locations Inside Selected Metro Stations in detail and fully understands and comprehends the technical requirements of the advertisement insert/ media. The Licensee also confirms full satisfaction as to the business viability of licensing the advertisement spaces inside the Metro Stations and hereby voluntarily and unequivocally agrees not to seek any claim, damages,

Draft License Agreement for "Licensing of Advertisement Rights inside Selected Metro Stations of Reach – 1 of Nagpur Metro Rail Project for a period of 05 years"

compensation or any other consideration, whatsoever on this account. Licensee also confirms having made independent assessment of present and future market potential and no future claim 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>.....-2019</p> <p>(.....)</p> <p>Authorized Signatory</p>	<p>.....- 2019</p> <p>(.....)</p> <p>Authorized Signatory</p>
<p>FOR AND ON BEHALF OF MAHARASHTRA METRO RAIL CORPORATION LIMITED</p>	<p>FOR AND BEHALF OF LICENSEE</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, electric / electronic media, smart posters, holographic images, visual display or any other innovative advertising media, etc which are not objectionable or prohibited under various statutes, codes, policies, etc as applicable from time to time.

"Advertising Tax" means any amount payable to local government authorities as a result of public display of commercial messages or any other Branding campaign.

"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 include 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 advertisement space including all installations, fittings and fixtures, if any, is given on 'as is where is basis'. The LICENSEE may make additions or alterations in the space, carry out various installations including electric installations and wiring, where it does not impact the interest of MAHA-METRO, with the prior permission of Maha-Metro in writing and at its own cost. Licensee shall not be entitled for any compensation with regard to additions or alterations carried out by them. LICENSEE shall be required to hand over the advertisement spaces allotted for advertisement purpose, reasonably undamaged, at the end of license period.

"Arbitration Act" means the Arbitration and Conciliation Act, 1996 and shall include modifications to or any re-enactment thereof, as in force from time to time;

"Authority Representative" means such person or persons as may be authorised in writing by the Authority 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 the Authority 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 of handing over of station for advertisement.

"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 Project Assets;

"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 Advertising Rights granted by Maha-Metro to the Licensee for exclusive advertisements at Metro Stations, under terms and conditions of this Agreement.

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

"License Fee" means the amount payable by the Licensee to Maha-Metro for advertisement space as per terms and conditions of the License Agreement.

"License Period" means a period of 05 years from the date of handing over of the station.

"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 Nagpur Metro Rail Stations premises where advertisement is displayed by Licensee in pursuance with this Agreement as given in Annexure 1, 2 & 3.

"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 the Authority 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 the Authority shall be provided free of cost and in three copies, and if the Authority 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

2.1.1. 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 Maha-Metro through high quality advertising comparable to world class Airports & Metro Railways and other leading destinations.
- d. Provide value to the Corporate who advertises in Maha-Metro.
- e. To promote Maha-Metro as the gateway to Nagpur Tourism by highlighting Nagpur's heritage and cultural beauty.

2.2. General Terms and Conditions

2.2.1. The minimum Advertisement areas available at the selected Metro Stations of Nagpur Metro Rail Project are as follows –

Table showing Details of Advertisement Spaces in Selected Metro Stations

Sr. No.	Station Name	Reach	Minimum Advertisement Space available at metro station (in Sq.mt.)
1	Khapri Metro Station	Reach-1	100
2	New Airport Metro Station	Reach-1	100
3	Airport South Metro Station	Reach-1	100
4	Airport Metro Station	Reach-1	100
5	Jaiprakash Nagar Metro Station	Reach-1	150
6	Sitaburdi Interchange Metro Station (Ground Floor and Concourse Level – 1)	Interchange	200
Total Advertisement Area			750

2.2.2. The advertisement rights at selected metro stations shall be provided to the Licensee. The advertisement spaces shall be identified by the Licensee and then approved by Maha-Metro before display of advertisement. The advertisement sites are to be fabricated, installed and commissioned by the Licensee, after taking prior approval from Maha-Metro.

2.2.3. The offered space/s as referred above will be provided on "as is where is basis". The offered sites are to be fabricated, installed and commissioned by the Licensee with the prior approval of Maha-Metro.

2.2.4. The advertisement spaces shall be provided to Licensee/s on license basis for a period of 05 years.

2.2.5. Licensee shall be responsible for the following activities: -

- a) The advertiser/Licensee shall provide the advertisement as per their requirement,

subsequent to the prior approval of Maha-Metro, as stipulated.

- b) Preparation of an advertising plan for each advertisement space which must clearly earmark exact locations and type of advertisement planned for each advertising site and other relevant details. Maha-Metro shall consider the plan with respect to Aesthetics, Operational Feasibility, Safety and Security concerns. If the part of plan is not approved by Maha-Metro, Licensee is required to submit revised plan for approval. All future modifications/ revisions to approved plan shall be got approved by Maha-Metro.
- c) Designing of all advertising units / structures to complement station architecture for advertising sites.
- d) Procurement, fabrication, installation & erection of advertising units. Advertisement inventory shall include spaces inside selected metro stations only and no advertisement shall be allowed on outer side of the metro stations. Advertisement spaces inside selected metro stations may include all possible spaces including staircases, escalators, platform screen doors, turnstile, frisking panels/equipments, fixed/moveable panels, floor or roof branding, logo other than that of Maha-Metro on the roof, elevator spaces, smart posters, visual display by electronic media (without audio), projectors/holography or any other innovative advertisement media, etc, subsequent to the approval of Maha-Metro, as stipulated. Advertisement inventory shall include smart posters, QR codes/graphics, canopy, etc to advertise the e-commerce activities for generating business opportunities through on-line or off-line shopping. Licensee is expected to provide certain display area for e-commerce at each station. The minimum chargeable area at each station shall be as per Annexure – 1.

The maximum area available for advertisements at each station shall be 500 sqm. Licensee shall accordingly prepare the plan for approval of Maha-Metro. The area of jurisdiction at interchange stations shall be decided by Maha-Metro and in case of any dispute regarding the area of jurisdiction at interchange stations, the decision of Maha-Metro shall be final and binding.

- e) Appoint an architect/interior designer to interact with nodal representative of Maha-Metro to bring clarity in understanding of spaces, to coordinate and implement decisions taken.
- f) Operate, manage and maintain the entire advertisement plans.
- g) Management of sales & marketing of the advertising within stations including providing adequate professionally trained manpower.
- h) Design of themes depicting Nagpur culture and its natural beauty and Nagpur tourism for display at the advertising sites as per the tender conditions.
- i) Promote Maha-Metro amongst India's top three Destination Brands for Advertising.
- j) Create new innovative advertising opportunities including Experiential Marketing, advertisements by visual aids and smart posters for use in e-commerce for on-line or off-line shopping purposes, etc.
- k) 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.

- l) Comply with all statutory requirements in connection with License Agreement.
- m) Ensure regular and timely payments of all amounts due to Maha-Metro and discharge all obligations as per License Agreement.
- n) All Applicable taxes including Municipal/Advertisement Taxes, Goods and Service tax and all other statutory dues where applicable shall be borne solely by the licensee without any contest.
- o) At present, Maha-Metro is not liable to share its revenue generated from advertisements with local bodies including Nagpur Municipal Corporation, Nagpur Improvement Trust and Nagpur Metro Region Development Authority etc. However, if Maha-Metro becomes liable to share revenue with local bodies from advertisements in future, then such revenue sharing/advertisement taxes with NMC/civic agency, if applicable/demanded will be borne by the Licensee separately.
- p) The cost of preparation of the advertisements/media/inserts shall be borne solely by the licensee. The licensee shall also maintain all the media/ inserts and advertisements as per standards indicated by Maha-Metro.
- q) **Innovations & New Media:**
 - Subject to mutually agreed terms and conditions and with prior written approval and concurrence of the Maha-Metro, the Licensee may introduce new media. If the Licensee wants to introduce new media then a proposal along with details of the said media proposed to be introduced should be presented to the office of the AGM (Property Development), Maha-Metro for approval and indication of the terms and conditions. The Licensor (Maha-Metro) at all times reserves the right not to give approval to such proposal/s and the Licensee agrees voluntarily and unequivocally not to seek any claim, damages, compensation or any other consideration whatsoever due to non-acceptance of proposal.
 - The licensee can utilize any format of advertisement including and not limited to backlit panels, scrollers, floor branding, roof branding, digital display (without audio), canopy, etc. Minimum area for which license fee shall be charged as per Annexure-1 for each station handed over for advertisement activities, even if the licensee does not utilize this minimum area mentioned in the Annexure, license fee & other dues shall be charged for this said minimum area.
 - The rate of License Fees to be charged for advertisement at the stations is as under:

Rate / Structure	Type of Advertisement Display	Rate of License Fee in Rs. per Sqm/ Month
R1	All Types of Format of Advertisement at selected Stations except Digital Advertisement Display in the Form of LCD / LED Screens, Video Walls, etc.	"X" as bid & accepted by Maha-Metro subsequent to Bidding process.
R2	Digital advertisement Display in the form of LCD/LED screen, video walls etc.	1.5 times the rate "X" as above (X * 1.5)

- The area to be charged shall be the actual display area, exclusive of any border or width of framework. In case of LCD/LED/Digital Display/Video Walls, the area to be charged shall be the actual display area of screen, exclusive of any border or non-digital width. Advertisement Area for canopies shall be charged for the surface area of 5 surfaces (excluding base area) at the rate structure of R1 as mentioned above along with charging of area occupied at same rate. Digital advertising shall as per rate of R2 i.e 1.5 times the rate of static advertisement.
- r) The branding/display plan prepared by licensee shall also be in compliance with technical parameters of **Nagpur Municipal Corporation's Advt. policy/EPCA guidelines/directives given by Hon'ble courts, or any other prevailing policy as applicable in India.**

2.2.6. 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.

2.2.7. The Licensee shall take into account all the aspects as mentioned in the mentioned in **ARTICLE 5 FACTORS GOVERNING SELECTION OF PERMISSIBLE ADVERTISEMENTS.**

2.2.8. The Licensee shall have to earmark 5% of total advertisement spaces at the respective Metro Station for carrying out social marketing activities or social messages by Maha-Metro in

consonance with Maha-Metro's CSR policy. The spaces shall be finalized in consultation with Maha-Metro. Cost for printing advertisements with regard to social marketing activities or social messages shall be borne by Maha-Metro.

- 2.2.9. The Licensee shall fix advertisement panels/boards/inventory, operate, manage and maintain the entire advertisement spaces with adequately trained and experienced team for responsibilities as defined in this tender document.
- 2.2.10. Under no circumstances, shall the advertisement spaces or facilities constructed or installed at the advertisement space 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.
- 2.2.11. The Licensee shall be responsible to keep the advertisement spaces and surrounding area clean.

2.3. Security and other services:

- 2.3.1. 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.

2.4. Other Conditions

- 2.4.1. 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.
- 2.4.2. Licensee shall provide unfettered access to the authorized representative of Maha-Metro and its operation staff for the purpose of maintenance works (with respect to Nagpur Metro Rail Project), if applicable, inside the specified area at all times during the License period.
- 2.4.3. Maha-Metro shall not be made party in any litigation arising between the Licensee and any third party during and/or associated with the refurbishing/finishing and operations/maintenance of the advertisement space. All civil and criminal liability shall be the responsibility of the Licensee.
- 2.4.4. The Licensee shall not employ any person who is under the age of 18 years.
- 2.4.5. 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. Access inside the stations in paid areas shall be through smart cards as per prevailing applicable charges, in addition to the valid ID cards.

- 2.4.6. 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.
- 2.4.7. 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 license tenure, then the agreement shall be liable for termination, subject to decision of Maha-Metro.
- 2.4.8. It shall be mandatory for the Licensee to follow the operational timings of Nagpur Metro Rail. No activity shall be permitted within the Metro station premises beyond the operational timings. At present the metro is proposed to be operational from 6.00 AM till 12.00 midnight.

ARTICLE 3 TENURE OF LICENSE

3.1. Tenure of License

- 3.1.1. The exclusive advertisement rights of Selected Metro Stations shall be provided for a period of 05 years unless otherwise terminated by Maha-Metro or surrendered by the Licensee, in term of provisions of License Agreement.
- 3.1.2. The tenure of License Agreement shall commence from the date handover of metro station for advertisement purpose.
- 3.1.3. The tenure of the License Period of any additional area handed over subsequently shall be co-terminus with above period irrespective of date of actual handing over for such additional space.
- 3.1.4. There shall be a lock in period of 01 years from the date of commencement of License Period.
- 3.1.5. The Licensee shall have option to exit from the License Agreement immediately after completion of lock in period of 01 (One) years. For it, the Licensee shall have to issue 180 days prior notice to Maha-Metro.
- 3.1.6. The Fitment period of 60 days shall be provided to Licensee from the date of handing over of metro station.
- 3.1.7. The Licensee shall not be eligible to claim any compensation on account of any delay in handing over of respective advertisement spaces to him.
- 3.1.8. At the time of termination/natural completion of license, Maha-Metro reserves the right to ask the Licensee to restore the said tendered/ advertisement space(s) as per original allotment.
- 3.1.9. The License tenure shall be inclusive of fitment period of 60 days.

3.2. Fitment period

- 3.2.1. The maximum fitment period of 60 days is provided for integration of the brand name with all the station name signages along with installation of signages from the date of handing over. The Fitment period shall be inclusive of tenure of license.
- 3.2.2. For carrying out the identification, planning, installation, fit-outs, finishing works etc., the Licensee would be permitted a rent free fitment period of 60 days from the date of handing over of the metro station for advertisement purpose. The Licensee shall have to complete in all respects the development of the tendered / advertisement space(s), within the period of 60 days from the date of 'handing over' of the station premises by Maha-Metro under the License Agreement, as license fee would be applicable after expiry of 60 days rent free fitment period.

3.3. First Right of Refusal

- 3.3.1. The Licensee shall have "First Right of Refusal" at the end of license tenure, provided no default is made in the payments of License fees to Maha-Metro and the Licensee participates in the tender invited then and agrees to match the highest bid received.

ARTICLE 4 LICENSE FEES, TAXES AND DUTIES

4.1. License Fee

- 4.1.1. The License fee shall be charged as per the financial proposal submitted by the bidder. At any given period, the license fee shall be charged for a minimum area of advertisement space or actual advertisement space/area, whichever is higher.
- 4.1.2. The License fee shall commence immediately after expiry of the fitment period of 60 days, i.e, from the 61st day from the date of handing over of station, for the limited purpose of advertisement at stations as per Annexure-1, and shall be charged until the termination/completion of agreement/Contract.
- 4.1.3. The Annual License Fees shall be computed for Twelve calendar months from 1st day of April to 31st day of March for payment of License Fees. 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.
- 4.1.4. 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

- 4.1.5. 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.
- 4.1.6. The first payment of License Fees (prorata basis after deducting the respective moratorium period) as applicable from the date 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.
- 4.1.7. The Annual License Fee shall be escalated by 5% every year, on compounding basis.
- 4.1.8. The Annual License fee as applicable for the base year shall be computed as follows –

$$\text{Annual License Fees} = \text{License Fee per Sqm. as quoted by Licensee (Rate per Sq.mt. per month)} * \text{Advertisement Space allotted to the Licensee.} * 12 \text{ months}$$

- 4.1.9. Where there is no power availability to a given space at the time of handing over, 50% of quoted rate / sq.mt./month will be charged, till time of power connection is provided. Thereafter full rate will be charged. Maha-Metro will intimate the successful licensee about the availability of power.
- 4.1.10. 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 fabricate,

install and commission the advertisement spaces/panels.

4.1.11. Along with License Fee, Licensee shall also pay other dues i.e. Goods and Service Tax, Statutory dues / liabilities, electricity charges, damage/ penal charges, pending arrears, etc. as applicable time to time.

4.1.12. The utility charges including consumption of electricity, etc. shall also be payable by licensee to Maha-Metro in addition to above in accordance with terms & conditions of the agreement. These utility charges shall be payable by Licensee during the whole tenure of Licensee agreement as and when the demand raised by Maha-Metro.

The sub-meter shall be installed by the licensee for calculating the consumption of water and electricity, if any. Necessary charges for the same shall be borne by the Licensee.

4.1.13. 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.

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

4.2.1. 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.

4.2.2. 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..

4.2.3. 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.

4.2.4. 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 17 BREACHES, EVENTS OF DEFAULT, SURRENDER AND TERMINATION OF LICENSE AGREEMENT, of the .**

4.2.5. 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.

4.2.6. 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.

4.2.7. 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 days 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.

- 4.2.8. 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.
- 4.2.9. The Licensee shall vacate the premises within 07 days of termination of the License Agreement. A certificate from concerned Station Manager or its authorized representative in proof of Licensee having vacated the site will be required to be submitted by the Licensee. Any claim of vacation / non-vacation without the endorsement of Station Managers or its authorized representative shall not be entertained.
- 4.2.10. Interest Free Security deposit shall be forfeited in case of termination of contract or surrender by licensee before the lock in period of 01 year.
- 4.2.11. 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.

4.3. Taxes and Other Statutory Dues

- 4.3.1. The applicable Goods and Service Tax (GST), Advertisement Tax, Entertainment Tax etc. or any other taxes as applicable shall also be payable extra as made applicable from time to time.
- 4.3.2. All other statutory taxes, statutory dues, local levies, third party dues (i.e. electricity, water consumption charges etc.) as applicable shall be charged extra and shall have to be remitted along with the license fees. 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 will also be applicable.
- 4.3.3. At present, Maha-Metro is not liable to share its revenue generated from advertisements with local bodies including Nagpur Municipal Corporation, Nagpur Improvement Trust and Nagpur Metro Region Development Authority etc. However, if Maha-Metro becomes liable to share revenue with local bodies from advertisements in future, then such revenue sharing/advertisement taxes with NMC/civic agency, if applicable/demanded will be borne by the Licensee separately.
- 4.3.4. 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.
- 4.3.5. 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 the Authority, then Authority 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 Authority 25% (Twenty Five Percent) of the sum total of amount paid by Authority and interest payable to Authority.

ARTICLE 5 FACTORS GOVERNING SELECTION OF PERMISSIBLE ADVERTISEMENTS

5.1. Factors Governing Selection of Permissible Advertisements

5.1.1. The Licensee shall take into account the following aspects while selecting advertisements on the panels and abide by all the instruction of the authorized 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) Station naming and branding shall not be allowed.
- g) Any type of audio / video advertisement shall not be allowed.
- h) All advertisement creative has to be approved by Maha-Metro before display.
- i) **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.

Draft License Agreement for "Licensing of Advertisement Rights inside Selected Metro Stations of Reach – 1 of Nagpur Metro Rail Project for a period of 05 years"

- 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 RULES & REGULATION OF UTILIZATION OF ADVERTISEMENT SPACES

6.1. Creativity and New Media

- 6.1.1. Licensee shall be at liberty to choose the media, introduce any format, its design, type and carry out innovation and creativity to add value for maximization of revenues, subject to the scope of advertisement spaces specified in Chapter-3 of the License Agreement. Licensee may utilize state of art technology prevalent anywhere globally.
- 6.1.2. **Approval of Plan:** Licensee shall submit advertising plan for each station indicating type of media and its format, location of advertisement spaces, etc. for approval of Maha-Metro. All the advertising sites proposed by the Licensee in the plan shall be subject to approval by Maha-Metro with regard to
- a. operational feasibility,
 - b. aesthetics,
 - c. safety & security concerns.
- 6.1.3. 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.
- 6.1.4. 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 approved in the above plan.
- 6.1.5. If any approval is required to be taken from any local authority for display of the advertisement, the same is the sole responsibility of the Licensee. Maha-Metro may assist in submission of application on written request from the Licensee.
- 6.1.6. If the licensee is desirous of revising already approved advertisement plan at any particular station, the Licensee shall submit revised advertisement plan for approval of Maha-Metro once in a quarter only. The revised advertisement area shall become effective from the first day of month subsequent to month of Maha-Metro approval to revised plan irrespective of date of actual utilization.
- 6.1.7. In case Licensee is desirous of increasing the area of advertisement over and above already approved plan, the Licensee shall submit advertisement plan for additional area once in a month if the requirement of additional area at any station is more than 25 sqm. The additional advertisement area shall become effective from the first day of month subsequent to month of Maha-Metro approval irrespective of date of actual utilization.
- 6.1.8. If the Licensee is desirous of surrendering advertisement area at any station, the licensee shall submit the plan for withdrawal of advertisement area for each station. Such plans of surrendering

advertisement area at any station shall be submitted at a frequency not more than once in a quarter and in one lot of minimum variation of 25 sqm of display area at each station per quarter. The License fees for the reduced approved area shall be charged from the actual date of removal of such advertisement structure, after certification from Station Manager or his authorized representative.

- 6.1.9. 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, for inspection of advertisement spaces including measurement of area, failing which inspection done by Maha-Metro official(s) shall be final and binding to the Licensee. If during inspection, the area of advertisement space for any category at any station is found to be at unapproved location or more than the approved area for that category at the Station, it shall be treated as unauthorized occupancy. The license fee of such unauthorized occupancy shall be charged at double the rate of that rate structure from the first day of that quarter or from the date of previous inspection in which the space was found as per approved plan, whichever is later and shall be charged till a vacation certificate of that unauthorized occupancy from the concerned Station Manager or his authorized representative is submitted to Maha-Metro or the unauthorized space is got approved from the Maha-Metro, whichever is later.
- 6.1.10. Licensee shall submit the monthly statement to PB wing of approved area as well as actual area utilized for advertisement at each station for each category, after due certification from Station Manager or his authorized representative. If the actual area utilized for advertisement at any station is found to be more than the approved area, the license fee shall be charged for actual area utilized for that rate structure at double the normal rate for whole month.

ARTICLE 7 RULES & REGULATION OF UTILIZATION OF ADVERTISEMENT SPACES

7.1. Minimum Material Specifications:

- 7.1.1. Licensee shall provide advertisement media / panels / fixtures conforming to international standards of high-quality advertising comparable to Airports and Metro of leading nations/ cities. Advertisement panels shall be provided by Licensee conforming to the following minimum specifications or its equivalent:
- a. Steel used in making frames has to be arranged from primary sources i.e. SAIL, TATA etc with proper treatment, Exterior Framework –SS 304 or equivalent.
 - b. Backing sheet of G.I.
 - c. Internal cables of Fire-Retardant Low Smoke type (FRLS) for Elevated & (FRLSZH) for U/G as specified in Electrical Procedure Order.
 - d. TL tubes for back lighting/illumination with electronic ballast.
 - e. Polycarbonate sheet as cover of GE make or equivalent.
 - f. Advertising media to be made from Fire Retardant, Low Smoke & Zero Halogen material.
 - g. For elevated stations frame finishes of Aluminium is also permissible.
 - h. In order to have energy conservation, LED or any other energy saving devices confirming to BEE standards should be used at the advertisement sites. For existing sites, the conservation of energy saving devices may also be carried out.
- 7.1.2. The advertising media should be of fire retardant and low smoke material and comply with all Indian and International Standards.
- 7.1.3. Notwithstanding anything mentioned above, the Licensee is required to adhere to the provisions of the prevailing National Building Code applicable for metro stations over the advertisement spaces for the various works to be undertaken.
- 7.1.4. Fire-fighting and other infrastructure so created pertaining to the advertisement spaces must be integrated with the infrastructure already provided /planned for the respective metro station by Maha-Metro.
- 7.1.5. The 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.
- 7.1.6. Advertisement spaces on Nagpur Metro stations are hereby provided to Licensee on "as is where is basis".
- 7.1.7. Licensee shall ensure that all the installed advertisement panels are fully engaged by proper advertisement media or any other proper creative to improve the ambience of the station. If advertisement is not available for any panel, the same should be utilized to display a message of Licensee or Maha-Metro. At no stage, any installed advertisement panels shall be left unattended.

ARTICLE 8 ELECTRICAL SPECIFICATIONS AND PROCEDURE FOR RELEASE OF ELECTRIC POWER SUPPLY

8.1. Electrical Specifications

- 8.1.1. Electricity supply will be provided as per terms and conditions indicated in **Annexure - 2 : Rules and Guidelines for Release of Electric Power**. The Licensee shall bear the amount of all the bills/costs for the electricity that may be consumed due to the operation of the advertisement panels /spaces allotted under this agreement. Licensee shall use energy efficient equipment. Advertiser shall follow the I.E. Rules, Acts for safety of equipment, public & Staff.
- 8.1.2. Rate of electricity chargeable from Licensee shall be at the rate at which Electricity Company / Distribution Company /Agency would levy on such a customer, had he obtained supply directly from Electricity Company / Distribution Company /Agency. DERC policy and Electricity Act (as amended from time to time) shall be applicable.
- 8.1.3. Advertising Equipment: All fittings/ erections including electrical cabling, calibration and installation of Pre-Paid Energy Meters, electrical MDI/TOD, etc. are to be installed as per Maha-Metro's specifications.
- 8.1.4. Maha-Metro may provide electricity at the point nearest to the required location on payment of required charges as specified in **Annexure - 2 : Rules and Guidelines for Release of Electric Power**. The Licensee may also undertake electrical works for extension of power from nominated source under Maha-Metro supervision and complying all codal provisions & Maha-Metro specifications. The Licensee shall follow the provisions stipulated in "**Annexure - 2 : Rules and Guidelines for Release of Electric Power**" and as amended from time to time.

ARTICLE 9 OBLIGATIONS OF THE LICENSEE

9.1. Obligations of the Licensee

- 9.1.1. The Licensee's Responsibilities and Duties shall include the following, in addition to and without prejudice to other obligations under this Agreement:
- a. to ensure that no structural damage is caused to the existing buildings and other permanent structures at the station as a result of his activities or any of its agents, contractors 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 branding names, 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 site and provide all reasonable assistance and emergency medical aid to accident victims;
 - e. use non-combustible material for branding and installation of the brand name at various locations of the Metro station. Use of combustible material shall not be permitted under any circumstances.
- 9.1.2. **Sub- Licensing** : The Licensee shall not be entitled to sub-license the advertisement rights allotted to him.
- 9.1.3. 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.

9.2. Employment of trained personnel

- 9.2.1. 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.
- 9.2.2. 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.

9.3. Authorised Representative and Project Manager

- 9.3.1. 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 Authority in respect of the Project and issues relating to or arising out of the Agreement.
- 9.3.2. 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 in the neighbourhood of the Project, against such conduct. The Licensee alongwith 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 Authority.

9.4. Obligation with respect to Taxes, duties

- 9.4.1. 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.
- 9.4.2. 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.
- 9.4.3. 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.
- 9.4.4. 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 the Authority, then Authority 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 Authority 25% (Twenty Five Percent) of the sum total of amount paid by Authority and interest payable to Authority.

ARTICLE 10 OBLIGATIONS OF THE AUTHORITY

10.1. Obligations of the Authority

- 10.1.1. The Authority shall, at its own cost and expenses undertake, comply with and perform all its obligations set out in this Agreement or arising hereunder.
- 10.1.2. The Authority 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 advertisement rights for display of advertisement at the selected metro station 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 or about the selected Metro Station 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 branding space allotted to him in accordance with the provisions of this Agreement;

ARTICLE 11 REPRESENTATIONS AND WARRANTIES

11.1. Representations and warranties of the Licensee

11.1.1. The Licensee represents and warrants to the Authority 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 advertisement rights 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 advertisement rights in and advertisement rights shall pass to and vest in the Authority 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 the Authority, and that none of the Project 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 the Authority 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.

11.2. Representations and warranties of the Authority

11.2.1. The Authority 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 the Authority'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 selected metro stations, and has power and authority to grant a licence in respect thereto to the Licensee.

11.3. 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 12 DISCLAIMER

12.1. Disclaimer

- 12.1.1. The Licensee acknowledges that prior to execution of this Agreement, it has extensively studied and analysed and satisfied itself about all the requirement of this License Agreement including but not limited to market and market conditions.
- 12.1.2. The Licensee acknowledges that prior to execution of this Agreement, it has carefully assessed business prospects from advertisements inside stations and that it will be fully responsible for all its assessment in this regard.
- 12.1.3. The Licensee confirms having seen / visited / assessed the potential locations inside the Metro Stations and fully understands and comprehends the technical, financial, commercial and investment requirements.
- 12.1.4. The Licensee also confirms that it has fully analyzed to its fullest satisfaction, business viability of the License and hereby voluntarily and unequivocally agrees not to seek any claim, damages, compensation or any other consideration, whatsoever on this account.
- 12.1.5. This Agreement shall not in any way be construed as a lease and/or license of the Station or any part thereof, and only represents a contractual obligation of Maha-Metro to provide the advertisement rights inside the selected metro station for a period of 05 years only.

ARTICLE 13 SECURITY DEPOSIT

13.1. Security Deposit

- 13.1.1. 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.(License Fees applicable for 12 months period in the base year)...
- 13.1.2. 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.
- 13.1.3. It is to be noted that the Bid Security shall be adjusted in the Security Deposit only when the other conditions precedents for signing of License Agreement are fulfilled by the Successful bidder/Licensee.
- 13.1.4. The interest free security deposit is proposed to be recovered in manner as follows -
- a. Up to Rs. 10 Lakhs in the form of DD/PO/ Online Account transfer.
 - b. For amount more than Rs. 10 Lakhs, first Rs. 10 Lakhs in the form of DD/PO/ Online Account transfer; amount exceeding Rs. 10 Lakhs, minimum 50% in the form of DD/PO/ Online Account transfer (subject to maximum of Rs. 50.00 Lakhs) & balance amount in the form of Bank Guarantee.
- 13.1.5. The Security Deposit shall be retained for the entire License period plus six months and shall be considered as interest free deposits.
- 13.1.6. The interest free security deposit shall be escalated by 5% every year on compounding basis during the entire of license period.
- 13.1.7. 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.

13.2. Appropriation of Security Deposit

- 13.2.1. Upon occurrence of a Licensee's Default, the Authority 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 the Authority 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, the Authority shall be entitled to encash and appropriate such Security Deposit as Damages, and to terminate this Agreement in accordance with **"ARTICLE 17 BREACHES, EVENTS OF DEFAULT, SURRENDER AND TERMINATION OF LICENSE AGREEMENT"**.

13.3. Release of Security Deposit

- 13.3.1. The Security Deposit which is a sum total of Rs./- (Rupees Lakhs) submitted in the form of and Rs. 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 Authority'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 14 MAINTENANCE OF ADVERTISEMENT SPACES

14.1. Maintenance of Advertisement Spaces

- 14.1.1. Licensee shall keep and maintain the advertisement media/panel in neat, clean condition and in safe & sound manner during all the time of License tenure. Any defective, weak or corroded structure should be replaced immediately with new proper structure after due certification from reputed agency. In case of any incident / injury caused by advertisement media due to error / omission attributable on the part of Licensee, the Licensee shall be responsible for all compensation.
- 14.1.2. Licensee shall ensure that Licensee and its employees or other persons involved in the execution of the work does not in any way impinge on the safety and security of 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.
- 14.1.3. Access to stations for the purpose of placement of advertisements shall be regulated by the office of the Additional General Manager/Property Business and the Licensee is required to take necessary permissions in this regard from the office of Chief Engineer/Property Business as per extant policy of Maha-Metro. It is clarified that the permission to the Licensee shall not be unduly denied.
- 14.1.4. Regular joint inspection of each station 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 7 days, failing which Maha-Metro reserves the right to impose fine upto Rs.5,000/- per instance of violation per week per station. 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 en-cash Security Deposit in part or full and or terminate the License Agreement after giving 90 days notice to the Licensee.
- 14.1.5. 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.
- 14.1.6. 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. Dishonor of drafts and Cheques given by Licensee in favour of Maha-Metro.
 - e. Misbehavior 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. Non submission of monthly statement of approved plan and actual utilized area of advertisement at each station.
- 14.1.7. The amount of penalty shall become double the specified amount after three years from the date of commencement of License Agreement.
- 14.1.8. The option to impose fine, penalty, etc. under this License Agreement shall be exercised by Maha-Metro official not below the rank of AGM.

ARTICLE 15 OPERATION AND MAINTENANCE

15.1. Operation and Maintenance

- 15.1.1. Licensee confirms that he/they fully understand and confirm that the panels/advertisements spaces 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, the panels/advertisement spaces.
- 15.1.2. The advertising rights for panels will vest with the licensee only. Any persons wishing to advertise in the above-mentioned panels 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 advertisement 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 after the fitment period of 60 days from date of handover.
- 15.1.3. All the advertising panels shall belong exclusively to Maha-Metro Ltd at all times. No permanent interests or lien of whatever nature is allowed to be created on the advertising spaces and the advertising panels fabricated installed and commissioned.
- 15.1.4. 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. The maintenance of all advertisement inserts and the panels handed over will be borne solely by the licensee. The replacement of bulbs, electrical chokes, other electrical parts and also other components of all advertisement panels will be done as per directions and standards specified by the authorized representative of Maha-Metro Ltd.
- 15.1.5. The licensee agrees to pay and will continue to pay the license fees and all dues, even if any or all the panels are not functional or has/have been dismantled for repair or upkeep etc. The Licensee agrees that in the event of such dysfunction of the panels, the licensor will not be liable to pay any compensation to the licensee.
- 15.1.6. The licensee will have to maintain all the advertisement inserts 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.
- 15.1.7. The Licensee fully understands and comprehend that all panels constructed / fabricated, installed and commissioned by him/her/them will become the sole property of Maha-Metro at the end of the license period.
- 15.1.8. The licensee should at all times indicate the date till which their license is valid on each of their advertisements displayed.
- 15.1.9. All terms and conditions indicated in this agreement will also be applicable for the additional panels/spaces offered and accepted by the licensee.
- 15.1.10. Licensee shall keep and maintain the advertisement media/panel, etc, in safe and sound manner

during all the time of contract period. Any defective, weak or corroded structure should be replaced immediately with new proper structure after due certification from reputed agency/Maha-Metro to ensure safety of Maha-Metro commuters.

- 15.1.11. Licensee shall ensure that all electrical wiring, power outlets and gadgets used are maintained properly, guarded against short circuits / fires. The instructions of Maha-Metro's electrical inspectors/ authorized representative shall be complied by the licensee at its own cost. The Licensee shall make provision for TOD Energy Meter.
- 15.1.12. 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.
- 15.1.13. 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.
- 15.1.14. 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.
- 15.1.15. 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.
- 15.1.16. **Penalty Clauses** - Maha-Metro can impose the fine on Licensee up to Rs.5,000/- 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.
 - c. Improper maintenance & defacement of the Metro Property.
 - d. 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.
 - 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. Non-submission of monthly statement of approved plan and actual utilized area of advertisement at each station.

- i. Vacant panels i.e. without mounted display/advertisement/filler/display of Maha-Metro at any time after completion of fitment period.
- j. infringe into the Maha-Metro premises

15.1.17. 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).

15.2. Reports of unusual occurrence

The Licensee shall, prior to the close of each day, send to the Authority, 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 the Authority;
- (d) communication failure affecting the operation of premises;
- (e) smoke or fire;
- (f) flooding of Project; and
- (g) such other relevant information as may be required by the Authority.

ARTICLE 16 FORCE MAJEURE

16.1. Force Majeure

- 16.1.1. Neither Maha-Metro nor Licensee shall be liable for any inability to fulfill their commitments and obligations hereunder occasioned in whole or in part by Force Majeure, any of the following events resulting in material adverse effect, shall constitute force majeure events:
- a. Earthquake, Flood, Inundation, Landslide.
 - b. Storm, Tempest, Hurricane, Cyclone, Lighting, Thunder or other extreme atmospheric disturbances.
 - c. Fire caused by reasons not attributable to the Licensor.
 - d. Acts of terrorism
 - e. War, hostilities (Whether war be declared or not), invasion, act of foreign enemy, rebellion, riots, weapon conflict or military action or civil war.
 - f. Strikes or boycotts, other than those involving the Licensor/ Licensee, its contractors, or their employees, agents etc.
- 16.1.2. The License fee for the portion affected due to Force Majeure shall be exempted for the affected period if the force majeure condition persists for more than 7 days.
- 16.1.3. Occurrence of any Force Majeure shall be notified to the other party within 7 days of such. If any Force Majeure continues for a period of three months, the party notifying the Force Majeure condition may be entitled to, though not being obliged, to terminate this agreement by giving a notice of 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 17 BREACHES, EVENTS OF DEFAULT, SURRENDER AND TERMINATION OF LICENSE AGREEMENT

17.1. Licensee Events of Default

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

- 17.1.1. If the Licensee is found guilty of persistently breaching negative list of advertising and "Factors Governing Advertising Selection as stipulated in this Agreement.
- 17.1.2. If at any time during the subsistence of the License Agreement, there is non-conformity to the License Agreement or any time during the License Agreement, the Licensee indicates its unwillingness to abide by any clause of this License Agreement or repudiates the Agreement.
- 17.1.3. 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.
- 17.1.4. If the Licensee is in persistent non-compliance of the written instructions of a Maha-Metro officials.
- 17.1.5. 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.
- 17.1.6. 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.
- 17.1.7. If any of the above Material Breach and Licensee Events of Default happens, then:-
- 17.1.8. If the Licensee during pendency of the License Agreement becomes insolvent or is put under receivership by a competent court.
- 17.1.9. 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.

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

- 17.2.1. If any of the above Material Breach and Licensee Events of Default happens, then
- 17.2.2. 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.
- 17.2.3. 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.
- 17.2.4. 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.

17.3. Handing over on Termination / Completion / Surrender -

17.3.1. In case of Termination / Completion / Surrender of the License Agreement, the Licensee shall hand over to concerned Station Manager or its authorized representative peaceful vacant possession of all Advertising Sites. Licensee shall remove all the media, fixtures, panels, etc. from Maha-Metro premises within 30 days of issue of termination letter, failing which these structures, media, fixtures, panels, etc. shall become property of Maha-Metro.

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

17.4.1. 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.

17.4.2. The Licensee voluntarily agrees not to seek any claim, compensation, damages or any other consideration whatsoever on any ground in this regard.

17.4.3. The Licensee shall remove all the media, fixtures, panels, etc. from Maha-Metro premises within 30 days of issue of termination letter, failing which these structures, media, fixtures, panels, etc. shall become property of Maha-Metro

17.5. Handing over on Termination / Completion / Surrender:

17.5.1. In case of Termination / Completion / Surrender of the License Agreement, the Licensee shall remove all the media, fixtures, panels, etc. from Maha-Metro premises within 30 days of issue of termination letter, failing which these structures, media, fixtures, panels, etc. shall become property of Maha-Metro.

17.5.2. If the Licensee is desirous of surrendering the license hereby created before expiry of the tenure of the license he may do so by giving advance notice of 1 month, the agreement shall deemed be terminated on the date of receipt of termination / surrender notice in Maha-Metro. In such cases, the Interest Free Security Deposit shall be forfeited and any outstanding dues payable to Maha-Metro shall be adjusted / recovered from the Security Deposit. Balance, if any, after adjustment of outstanding dues, shall be recoverable from the licensee.

17.5.3. If the licensee fails to remove all the media, fixtures, panels, etc. from Maha-Metro premises within 30 days of issue of Termination / Completion / Surrender of the License Agreement, Maha-Metro shall be free to use/ dispose-off these media, fixtures, panels, etc. in whatever manner as deemed fit and the Licensee shall have no claim, compensation or consideration on any account on these structures, media, fixtures, panels, etc. In addition, an amount equivalent of one month of license fees shall be charged from the licensee.

ARTICLE 18 DISPUTE RESOLUTION/ARBITRATION

18.1. Dispute Resolution

18.1.1. 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 18 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.

18.1.2. Notice of Dispute

For the purpose of Sub-Clause 18.1.2, 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.

18.1.3. 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.

18.1.4. 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.

18.1.5. 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 endeavor 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.

18.1.6. 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.

18.2. 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:

18.2.1. 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.

18.2.2. 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.

- 18.2.3. Qualification and Experience of Arbitrators (to be appointed as per sub-clause 18.2.2 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.

- 18.2.4. 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.
- 18.2.5. 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.
- 18.2.6. 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.
- 18.2.7. 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.

- 18.2.8. 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.
- 18.2.9. 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 endeavor to adhere to time schedule for early finalization of Award.
- 18.2.10. 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.
- 18.2.11. 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.
- 18.2.12. **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.
- 18.2.13. **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.
- 18.2.14. **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 19 MISCELLANEOUS

- 19.1. Insurance and Waiver of Liability** - The Licensee will bear the cost, throughout the term of the License, for a comprehensive general liability insurance covering injury to or death of any person(s) while working in Maha-Metro premises, including death or injury caused by the sole negligence of the Licensee or the Licensee's failure to perform its obligations under the agreement. The Licensee shall submit to 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 Maha-Metro harmless against any liability, losses, damages, claims, expenses suffered by Maha-Metro because of such default by the Licensee.
- 19.2.** The Licensee shall comply with all the provisions of Labor Laws & regulation in force including but not limited to the Contract Labor (Regulation & Abolition) Act-1976 including any subsequent amendment thereof and the rules made there under. Licensee will indemnify Maha-Metro Administration for any loss and damages suffered due to violation of its provision.
- 19.3.** 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.
- 19.4.** The Licensee will not ask for any claim or seek any compensation from Maha-Metro if advertisement at any advertisement spaces inside any station is not permitted due to court order/local laws/civil authorities.
- 19.5.** The Licensee hereby indemnifies Maha-Metro against any loss, damage or liabilities arising as a result of any act of omission or commission on part of Licensee or on part of its personnel or in respect of non-observance of any statutory requirements or legal dues of any nature.
- 19.6.** The Licensee hereby agrees that Maha-Metro shall have no responsibility as regards Licensee employees and the employees shall be the employees of Licensee only and shall not be construed under any circumstances as employees of Maha-Metro. Licensee hereby indemnifies Maha-Metro against the claims made by Licensee's employees against Maha-Metro.
- 19.7.** The Licensee hereby undertakes to discharge all statutory obligations and liabilities in connection with employment of its personnel in the said premises. The Licensee hereby indemnifies Maha-Metro against any liability arising in connection with the employment of its personnel in the said premises by Licensee. Licensee hereby undertakes to carry out police

verification of its employees and submit the copy of same to Property Business Wing of Maha-Metro in accordance with Maha-Metro's policies regulations prevalent at that time.

19.8. 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.

19.9. 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.

19.10. That no tenancy/sub-tenancy is being created by Maha-Metro in favor of Licensee under or in pursuance of this Agreement and it is distinctly & clearly understood, agreed & declared by and between the parties hereto that: -

- a. That the Licensee shall not have or claim any interest in/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 favor of Licensee in or in respect of the advertisement spaces and metro premises, 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.

19.11. 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.

- 19.12.** 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 dismantle/remove hoardings and material installed by the Licensee at the metro station premises and also shall revoke the Licensee's right for the 300 advertisement minutes granted to the Licensee. 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.
- 19.13.** 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.
- 19.14.** 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.
- 19.15.** In case of restricted availability of power supply / breakdown, the station power requirements would get first priority and this may result in restriction / rostering of power supply to the advertisements hoardings and associated lightings. In such situations or any supply disruptions due to strikes of employees, breakdowns of machinery and plant, lockout, failures of incoming supply of Maha-Metro or such causes where the supply of Maha-Metro is affected by a cause or causes over which Maha-Metro has no control, Maha-Metro shall not be liable for any claims for loss, damage or compensation whatsoever, arising out of failure of supply due to any of the afore mentioned causes.
- 19.16.** Notices :
- a. Maha-Metro and Licensee voluntarily and unequivocally agrees that any notices to be served with referencen to the said agreement shall be sufficiently served and given if delivered to-

If to Authority:

Draft License Agreement for "Licensing of Advertisement Rights inside Selected Metro Stations of Reach – 1 of Nagpur Metro Rail Project for a period of 05 years"

Address : Maharashtra Metrorail Corporation Limited
Metro House, 28/2 Anand Nagar, C K Naidu Road,
Civil Lines, Nagpur-440001

Telephone : 0712 –

Fax :

Email :

Kind Attention : Managing Director

Cc : Authority 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 "Licensing of Advertisement Rights inside Selected Metro Stations of Reach – 1 of Nagpur Metro Rail Project for a period of 05 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

§:

2.

.....

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

Annexures

Draft License Agreement for "Licensing of Advertisement Rights inside Selected Metro Stations of Reach – 1 of Nagpur Metro Rail Project for a period of 05 years"

Annexure – 1 :

Sr. No.	Station Name	Reach	Minimum Advertisement Space available at metro station (in Sq.mt.)
1	Khapri Metro Station	Reach-1	100
2	New Airport Metro Station	Reach-1	100
3	Airport South Metro Station	Reach-1	100
4	Airport Metro Station	Reach-1	100
5	Jaiprakash Nagar Metro Station	Reach-1	150
6	Sitaburdi Interchange Metro Station (Ground Floor and Concourse Level – 1)	Interchange	200
	Total Advertisement Area		750

Annexure - 2 : Rules and Guidelines for Release of Electric Power

1. Electric power required for commercial activity within footprint of metro station is required to be sourced from existing available source of MAHA-METRO at station, availing power supply from outside agencies in MAHA-METRO is not permitted. The disbursement of power at different stations shall be dealt with individually under separate connections.
2. The power supply connection released for commercial activity shall be from the available MAHA-METRO power network, which is reliable having adequate Redundancy. However, if the Licensee proposes to install DG set, the same shall be conforming to MAHA-METRO's DG set Policy as per Annexure-2(H)
3. Electric connection up to each shop is already available. However, if bulk power supply is required, the same shall be made available from MAHA-METRO Switch Room. Licensee is required to pay the cost of electrical works required for extension of power from MAHA-METRO panel/ DB up to site on actual basis + MAHA-METRO service charges @15%. Alternatively, Licensee may also undertake electrical work for extension of power from nominated source under MAHA-METRO supervision and complying all codal provisions listed MAHA-METRO specifications, upon payment of requisite fees of Rs. 10,000/- per feeder (one feeder with energy meter).
4. MAHA-METRO provides power supply up to leased premises on chargeable basis. For meeting the requirement following works shall be done:
5. Supplying and laying including end termination of suitable size (rating suitable for allowable electric load) LT FRLS cable (from source to nearest point) as per standard specifications.
6. Supplying and laying of meter box, pre-paid energy meter and MCB for extending the power. Pre-paid energy meters require periodic recharge if timely recharge is not done then electric supply is automatically disconnected.
7. Licensee shall extend power supply from this Meter box at his own cost. Please find attached list of approved makes and specifications to be complied for carrying out electrical works inside leased premises, Annexure-2(D). Licensee is also required to comply with necessary provision for fire safety in accordance with stipulations attached at AnnexureIV(F). The work executed by Licensee shall be inspected by MAHA-METRO representative for ensuring compliance of specifications/ stipulations of contract.
8. At the end of the contract (pre-mature surrender/termination, natural completion, etc.) all cable, electric meter, connected software, etc. shall be sole property of MAHA-METRO. The Licensee voluntarily and unequivocally agrees not to seek any claim, damage, compensation or any other consideration whatsoever on account of time and costs associated, in making provision of electricity.
9. Mode of power supply: If Licensee desires they may seek temporary or permanent connection. Temporary connection is given for limited time i.e. 30 days.

10. Permanent connection is given after ensuring all safety compliance and completion of electrical and fire safety works in leased premises in all respect.

Format of Application for Temporary Power Supply

SN	Item		Details
1	Name of the Licensee	:	
2	Station	:	
3	Reference to allotment letter (Copy to be attached)	:	
4	Load Requirement (KW)	:	
5	Details of submission of Advance Consumption Deposited as per load	:	
6	Details of Cable installed along with earthing (Make and rating) Attach cable test report	:	
7	Details of MCCB/MCB installed (make and rating)	:	
8	Details of ELCB installed (make and rating)	:	
9		:	
10	Please confirm whether lockable DB with earthing has been provided and sealed by MAHA-METRO representative	:	
11	Attach Cable layout plan (submitted by license & signed by concerned E & M supervisor)	:	Attached/ Not Attached
12	Attach Electrical Declaration along with annexure on Rs.100/- Non-judicial Stamp paper	:	Attached/ Not Attached

Procedure

1. After ensuring lying of cable and meter box as per stipulations Licensee shall apply to concerned PD / PB department in above form.
2. Electrical Department shall release temporary electric connection after verification.
3. Licensee to ensure that rules and specifications for electrical works, fire safety requirements have been understood by them and necessary approval wherever required has been taken / applied for.

Format of Application for Permanent Power Supply

SN	Item	:	Details
1	Name of the Licensee	:	
2	Station	:	
3	Reference to allotment letter (Copy to be attached)	:	
4	Load Requirement (KW)	:	
5	Details of submission of Advance Consumption Deposited as per load	:	
6	Details of Cable installed along with earthing (Make and rating) Attach cable test report	:	
7	Details of MCCB/MCB installed (make and rating)	:	
8		:	
9	Details of MDI / TOD Energy installed (Make and rating) Attach Original Meter Test Report	:	
10	Please confirm whether lockable DB with earthing has been provided and sealed by MAHA-METRO representative	:	
11	Attach Cable layout plan (submitted by license & signed by concerned E & M supervisor)	:	Attached / Not Attached
12	Attach Electrical Declaration on Rs.100/- Nonjudicial Stamp paper	:	Attached / Not Attached
13	Attach Electrical Installation Test Report {In stipulated format} signed from Electrical contractor holding valid license	:	Attached / Not Attached

Procedure

1. After ensuring completion of all electrical works as per stipulations and completion of all safety requirements i.e. Fire safety, clearance by local fire service etc. Licensee shall apply to concerned PD / PB department in above form.
2. Electrical Department and Fire Department shall carry out inspection at site and if found complied, permanent electric connection shall be released.

Electrical Installation Test Report

SN	Description	Details
1	Name & Address of the Licensee	
2	Location	
3	Shop / Unipay Payment (Kiosk) Machine / Stall No.	
4	Connected Load	
5	Energy Meter S. No. & Make (Manufacturer's test report is to be enclosed)	

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

It shall be responsible on behalf of Licensee for non-compliance of any of the above. Copy of my valid electrical Contractor license is attached.

Seal & Signature of the Licensee

Seal & Signature of Electrical Contractor
(Holding Valid License)

Specifications for Electrical Works

1. Licensee is required to prepare all the plans/drawings for Electrical & Fire work to be carried by them and obtain prior approval of MAHA-METRO before execution. The work is required to be executed as per IE rules and through a licensed Sub Contractor. All costs associated with provision of electricity shall be borne solely by the Licensee. The Licensee hereby voluntarily and unequivocally agrees not to seek any claim, damages, compensation or any other consideration whatsoever on account of time and cost associated in making provision of electricity.
2. For Elevated station load up to 10 KVA shall given in single phase shall be given. Load above this it shall only be given in three phase. License is required to balance load at his end so that no unbalancing occurs at MAHA-METRO end.
3. Cables up to 6 Sq.mm. shall be of copper conductor and above 6 Sq.mm. Aluminum conductors may be used. Cables for single phase shall be three core, with one core as earth. For three phase load four core cable along with separate 2 nos. of 8 SWG GI wires shall be used for earthing.
4. For elevated stations all wires shall be FRLS. Cables shall be armored, XLPE, FRLS.
5. The meter along with MCB & ELCB box shall be metallic and without any holes. DP MCB & ELCB is required for single phase supply. TPN MCB and ELCB are required in case of three phase. ELCB, cables, MCB rating for main connection shall be as per below table-1.
6. Licensee shall provide a separate protection for their electric requirement with proper discrimination with upstream breaker.
7. All materials specification must follow standards, codes and specification as used by MAHA-METRO in the E&M works.
8. In case, the Licensee draws power more than the sanctioned load, electricity connection may be disconnected. The electricity connection shall be on first occasion only when Licensee pays necessary penalty as per DERC norms and removes excess load. On the subsequent occasion, MAHA-METRO reserves the rights to revoke the license and forfeited the interest free Security Deposit.
9. Only Galvanized Cable tray, Conduit, Cable Ladder shall be allowed.
10. All Plastic accessories used in luminaries shall be non-flammable material, meeting all the NFPA requirements, preferable by UV and shall be suitable for application at UG station conforming to UL – 94 standards on flammability of material.

Table: 1 -- Rating of Electric Items

	Power Requirement (KVA)	Rating of MCB (A, 10kA)	Rating of ELCB (A, mA)	Cable Size Copper (Sq.mm.) DB to Licensee premises
ELEVATED STATION	0 - 0.1	0.5	16, 30	1.5
	0.1 - 0.2	1	16, 30	1.5
	0.2 - 0.5	2	16, 30	1.5
	0.5 - 0.7	3	16, 30	1.5
	0.7 - 0.9	4	16, 30	1.5
	0.9 - 1.2	5	16, 30	1.5
	1.2 - 1.4	6	16, 30	1.5
	1.4 - 2.3	10	16, 30	2.5
	2.3 - 3.7	16	16, 30	4
	3.7 - 4.6	20	25, 30	4
	4.6 - 7.4	32	32, 30	6
	7.4 - 9.2		40, 30	10
	9.2 - 10.0	50	63, 30	16
	0.5 - 0.7	3	16, 30	3 Core x 4 Sq. mm (for single phase)

List of Approved Makes

S.No.	Item	Approved Makes
1.	GI Conduit Pipes	BEC, AKG, NIC, Steel Craft -- ISI Marked
2.	GI Conduit Accessories	Confirming to BIS as per approved samples
3.	Copper Conductor FRLS, PVC insulated wires	National, Ecko, Finolex, Havells, Grandly, NICCO, Asian, Poly Cab
4.	Copper Conductor FRLSZH , PVC insulated wires	Polycab, Ducab Dubai, Cords Cables, KEI.
5.	FRLS Cables	Fort Gloster, NICCO, Finolex, Asian/RPG, KEI, Havells, Polycab, CCI, Universal
6.	FRLSZH , PVC Cables	Polycab, Ducab Dubai, Cords Cables, KEI, Rashi Cables.
7.	Switches & Socket outlets	Crabtree, Anchor, MDS, LK (Schneider)
8.	MCB, RCCB (ELCB)	L&T Hager, MDS, Siemens, GE, Merlin-Gerin, ABB, Schnieder
9.	Distribution Boards	L&T Hager, MDS, Siemens, ABB, INDO, ASIAN, Havells, GE, Schnieder
10.	Energy Meters with MDI/TOD (pre-paid)	L&T, Secure, Ducati.
11.	Luminaries	Philips / Schrader / Osram / Bajaj / Thorn / Crompton

Fire Safety Requirements

Kiosks:

This category includes ATMs, Retail Outlet provided as bare space for a maximum area of 100 Sq m. Under this category, only fire Extinguishers are required is detailed in below in Table-2.

Table - 2

TYPE & SPECIFICATAION: BIS approved stored pressure extinguisher as per IS 15683:2006 and of type 'A', 'BC' or 'ABC' conforming to risk protection as per IS 2190:1992. (Kg and Liters can be converted in same ratio i. e. 5Kg = 9 Liters) Extinguishing medium inside extinguishers must be of their respective approved IS specification and of capacity:-		
AREA		
Up to 10 Sq. m.	Above 10Sq. m. and below 50 Sq. m.	Above 50 Sq. m. and below 100 Sq. m.
One Fire Extinguisher of 2 KG capacity	One Fire extinguisher of 4 KG capacity	Two Fire extinguishers, one of 5 KG and another of 9 Liters Water Type

The existing shops up to an area of 250 Sq. m. are integrated design part of a Metro Station. In addition to other Fire Safety measures each shop is to be provided with Fire Extinguisher as per Table-2.

For Shops of area above 100 Sq. m. and less than 250 Sq. m., fire Extinguishers of capacity 10 KG and another of 18 Liters Water, these should be distributed in at least four units at two places remote to each other.

For bigger spaces, Licensee is required to obtain details of recommended suppression and detection system from MAHA-METRO in the beginning.

Declaration [For Elevated Stations - On Non Judicial Stamp Paper of Rs. 100/-] duly notarized

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

OR

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

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

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

The Bidder hereby agrees and undertakes:

1. That the Bidder desires to have and agrees with MAHA-METRO to take supply of energy for the above mentioned purpose, for a period of not less than two years from the date of commencement of supply and to pay for the energy so supplied and all other charges at the

rates set out in the concerned State Electricity Regulatory Commission's Tariff Schedule and the miscellaneous charges for supply as may be in force from time to time, including advance Consumption Deposit etc.

2. that the Bidder shall have no objection for the DISCOMs to carry out Inspections of the Bidders' Meters & Equipments & Any Observation made by such Agencies, Which are acceptable to MAHA-METRO, shall be binding on the Bidder for Attention/Compliance.
3. that MAHA-METRO shall be entitled to disconnect the supply of energy by issuing a disconnection notice in writing, to the Bidder, if the Bidder is in default of payment of the due charges.
4. that the Bidder shall pay the full amount mentioned in the Monthly/Bi-monthly Consumption Bill as raised by MAHA-METRO before the last date mentioned in such Monthly./Bimonthly Bill. Licensee shall provide Test Report/Calibration report in regard to Energy Meter installed. MAHA-METRO may ask Licensee to recalibrate the Energy Meter whenever considered necessary.
5. that all or any taxes/duties, as may be levied on the supply of electricity to the Bidder by MAHA-METRO, shall be paid and borne by the Bidder.
6. that the Bidder agrees that MAHA-METRO would accept an application from the Bidder for Reduction in load only after two years from the original sanction. All applications for load enhancement by the Bidder would be dealt with by MAHA-METRO as a new connection and MAHA-METRO would follow the procedure as in the case of a new connection.
7. that MAHA-METRO shall have the right to recover the fixed charges due as per applicable tariff for the remaining contracted period in case the contract is terminated prior to the expiry of the contracted period.
8. that all the electrical work done within the Bidder's premises including wiring, power outlets and gadgets are used and maintained properly for guarding against short circuits/fires and are as per the Indian Electricity Rule, 1956 and other applicable laws, statutory provisions and standards in force at the time, and indemnify MAHA-METRO against any loss accrued to the Bidder on this account. Further, the Bidder agrees that if there is any harm/loss to the property of MAHA-METRO or to any other third party due to fault in the electrical work, outlets or apparatus within the premises of the Bidder, all the loss shall be borne by the Bidder.
9. to pay MAHA-METRO all costs and expenses that MAHA-METRO may incur by reason of a fresh service connection being given to the Bidder.
10. to indemnify MAHA-METRO against all proceedings, claims, demands, costs, damages and expenses that MAHA-METRO may incur by reason of a fresh service connection given to the Bidder.
11. to be bound by MAHA-METRO's conditions of supply, and all applicable acts and rules.
12. that MAHA-METRO shall not be responsible for any interruption/diminution of supply.
13. Others :
 - 13.1 Licensee shall have to provide a Low voltage switch-board with MCBs& ELCB's of required capacity with Electronics Static Energy Meters having provision of MDI, TOD etc. of required capacity at his cost conforming to relevant BIS standards and of approved make along with test certificate shall be arranged by the Bidder. The meter shall be installed and sealed by MAHA-

METRO, either within the premises of the Bidder or at a common meter room/board. Bidder shall not tamper with or disturb the meter in any manner whatsoever, and shall be responsible for its safety.

- 13.2 MAHA-METRO shall provide supply, if available, at one fixed point as per MAHA-METRO plan. All cabling work to tap off the supply from the fixed point and to avail it within his premises shall be done by the Bidder. Approval to the layouts/schemes/details shall be taken from MAHA-METRO O&M wing.
- 13.3 Only FRLS cable of required size shall be used for tapping off supply from MAHA-METRO fixed supply to Licensee premises in rigid GI Conduit pipe.
- 13.4 Licensee shall also do wiring within his shop/stall by using GI conduit or fire resistance PVC casing/caping. The Licensee shall use FRLS copper wire of the required size (the wiring scheme, the type of wiring, size of wires, various loads, plug point, light fan etc. shall be as per MAHA-METRO's approval).
- 13.5 MAHA-METRO shall provide Power Supply of single phase, 230V, 50Hz for a max.
- 13.6 connected load up to 10kW, Electrical load requirement exceeding 10 KW shall be given on 3-phase, 415V, 50Hz subject to availability.
- 13.7 Licensee shall be given only normal power supply available in station premises. Licensee may use suitable voltage stabilizers and power factor correction equipment as per his requirement. MAHA-METRO shall not be providing any standby power supply from station DG set or UPS.
- 13.8 Licensee shall not be permitted to use any standby Diesel Generator Sets. Licensee shall only be the permitted to use standby UPS/Inverter system shall also be taken as a part of total connected load.
- 13.9 The Total Demand Load& Total Connected load shall be treated as same. Licensee shall have to pay applicable demand charges as per the Total Connected Load Only.
- 13.10 Licensee shall use Energy efficient lighting& shall provide proper Lighting fixtures, Lamps, Electronic Ballast etc. Licensee shall provide uniform & good illumination level not less than 100 Lux in any case.
- 13.11 Licensee shall use reputed Brand/make Electrical wiring and switch gear items. The Electrical Contractor/agency at Licensee's cost shall carry the entire work. MAHA-METRO's representative may inspect and supervise the work.
- 13.12 Licensee shall provide proper Earthing connection as per the applicable standards and shall terminate the same to the MAHA-METRO's Distribution Board or to any other place as directed by the MAHA-METRO. Installation Test Report issued by licensed electrical wiring contractor in the prescribed format (available with the application form) and countersigned by the Bidder shall be submitted by the Licensee. Every shop/ property Development area must have enough Fire Extinguishers as stipulated.
- 13.13 Licensee shall not be allowed to provide Room Heating appliance of any kind.
- 13.14 The power shall be supplied normally at the rate of 0.5 KVA/Sq.Mtr. of space licensed out. Minimum load to be given shall be 2 KVA on which the demand charges as applicable shall be paid by the Licensee. Additional power up to 10 kW on single phase and thereafter on three

phase system if required by the Licensee shall be supplied subject to availability at an additional cost and conditions to be stipulated by MAHA-METRO.

- 13.15 In case, Licensee draws power more than the connected load, his electricity connection shall be disconnected. The electricity connection shall be provided back on first occasion only when Licensee pays necessary penalty as per State ERC norms and removes excess load. On the subsequent occasion, MAHA-METRO reserves the right to revoke the license and forfeit the interest free Security Deposit.
- 13.16 In case, the Licensee is found misusing Electricity or tampering with the Energy meter, a token penalty of Rs. 1000/- shall be charged from him along with disconnection of power supply. Reconnection of power supply shall be done only after charging Rs. 100/- as reconnection fee and clearance of all dues duly obtaining approval of Competent Authority of MAHA-METRO.
14. that the Bidder shall have no objection at any time to the rights of MAHA-METRO to supply energy to any other consumer from the service line or apparatus installed on the Bidder's premises.
15. that the supply shall be used for the purpose that it has been sanctioned by MAHA-METRO and shall not be misused in any way to serve any other purposes.
16. that the supply shall not be extended/sublet to any other premises.
17. that the Bidder's industry/trade has not been to be obnoxious, hazardous/pollutant by any Government agency and that no court orders are being infringed by grant of applied electricity connection at the Bidder's premises.
18. that MAHA-METRO shall be at liberty to adjust the electricity consumption charges along with any other charges against the consumption deposit paid by the Bidder, in the event of termination of the agreement prior to the expiry of the contracted period or in case of any contractual default.
19. that MAHA-METRO shall be at liberty to transfer the dues remaining unpaid by the Bidder, after adjusting the advance consumption deposit, to other service connections(s) that may stand in the Bidder's name.
20. to allow clear and unencumbered access to the meters for the purpose of meter reading, maintenance, inspection, checking, testing etc.
21. that MAHA-METRO shall be entitled to disconnect the service connection under reference in the event of any default and /or non-compliance of statutory requirements and/or in consequence of legally binding order by statutory authority(ies)/court of Law, without prejudice to the MAHA-METRO's rights to exercise its rights under law including that of getting its due payments as on the date of connection. The Bidder undertakes to pay penalty imposed by MAHA-METRO on its own discretion for the damages caused to the leased property on account of any default or non-compliance of any statutory requirements.
22. that all details furnished in this Requisition form are true to the Bidder's knowledge. If any information is found incorrect at a later date, the company shall have the right to withhold/disconnect supply, as the case may be, and forfeit the advance consumption deposit.
23. The Bidder acknowledges and accepts that the relationship of the Bidder with MAHA-METRO is not that of a consumer and a Licensee but that of a commercial arrangement where the Bidder

Draft License Agreement for "Licensing of Advertisement Rights inside Selected Metro Stations of Reach – 1 of Nagpur Metro Rail Project for a period of 05 years"

has taken on lease/license premises of MAHA-METRO and the Electricity connection is being provided as a part of the above arrangement.

The Bidder further agrees that this declaration given by him shall be construed as an agreement with the MAHA-METRO to the above effect.

Date:

Place:

**Signature of Bidder
(Full name)**

Signed and delivered in the presence of:

Witness 1

Witness 2

Signature_____

Signature_____

Full Name_____

Full Name_____

Complete Address_____

Complete Address_____

Phone No._____

Phone No._____

List of Documents to be submitted along with Declaration

1. Installation Test Report issued by licensed electrical wiring contractor in the prescribed format (available with the application form) and countersigned by the Bidder.
2. Proof of allotment of the space/area leased out by MAHA-METRO in the form of the following:
 - Allotment/possession letters, Lease deed
 - General Power of Attorney together with proof of ownership of the executor. {Applicable in case of company}

Guidelines for use of DG set by PD Licensee at Metro Station

1. DG set shall be allowed only as standby power supply arrangement, after release of permanent supply.
2. Capacity of DG set should not be more than sanctioned load. DG set supply should be fed only to essential loads.
3. Proper size cable should be laid as per capacity of DG set. Electrical drawings and layout plan should be got prior approval from MAHA-METRO/EIG.
4. Proper protection should be provided so that normal and DG supply are not mixed.
5. DG set should be silent type and noise and emission limits should be as per CPBC norms.
6. CPCB certificate of DG set should be submitted conforming the standards.
7. DG set should be installed in proper fencing/room so that inconvenience to commuters may be avoided.
8. Proper fire protection and suppression system should be provided for SG Set Room. Clearance shall have to be obtained from Fire Officer.
9. Proper maintenance of DG Set should be carried out so that parameters are within CPCB limits.
10. Proper separate double earthing of DG Set for body and neutral should be provided as per fault calculation. Neutral earthing should be of copper.
11. DG exhaust stack height should not be less than $H=h+0.2 \sqrt{KVA}$, where H= height of exhaust stack, h= height of building.
12. Diesel should only be stored in inbuilt tank of DG Set.
13. Area allotted for DG Set shall be billed for license fees.
14. EIG (Electrical Inspector General to Govt. of India) sanction is required before starting of DG Set. Inside metro premises, MAHA-METRO nominated officer act as EIG