



महाराष्ट्र मेट्रो रेल कॉर्पोरेशन लिमिटेड

MAHARASHTRA METRO RAIL CORPORATION LIMITED

भारत सरकार आणि महाराष्ट्र शासनाचा संयुक्त उपक्रम
Joint Venture of Govt. of India & Govt. of Maharashtra
PUNE METRO RAIL PROJECT

No. MAHA-METRO/PMRP/PROC/Quot/ 1698

Date: 22 Dec 2020

QUOTATION NOTICE

Urgent Quotations are invited on behalf of Maha-Metro for "Display of Advertisements on Unipole erected at Swargate MMTH Site on License Basis" from the interested agencies having prior experience in carrying out the similar work.

Name of Work: - "Display of Advertisements on Unipole erected at Swargate MMTH Site on License Basis"

Blank quotations may be obtained from the office of Pune Metro Rail Project, Orion Building, 1st floor, Koregaon Park, Pune from 22 Dec 2020 to 29 Dec 2020 or downloaded from official website of Pune Metro Rail Project (www.punemetrorail.org).

Instructions: -

1. Stamped, Signed and Sealed quotations (in Hard Copy only) shall be submitted by interested agencies at the office of Executive Director/Procurement & Contracts, Pune Metro Rail Project, 101, The Orion Building, Koregaon Park, Pune- 411001, up till 15:00 hrs of 02 Jan, 2021. Opening of the Sealed Quotations shall take place at 15:30 hrs on 02 Jan, 2021.
2. Quotation submitted by e-mail or any other mode shall not be accepted.
3. Quotation form to be submitted by interested agency shall be referred at Annexure – A.

DGM/Procurement & Contracts,
Maha-Metro



Copy to:

1. Notice Board, Maha-Metro
2. Office File

QUOTATION FORM

Name of Work: -

Display of Advertisements on Unipole erected at Swargate MMTH Site on License Basis

1. Name of agency: (Issued to):
2. Registered / Listed with:
3. Address:
4. Date of Issue:
5. Last Date of submission: On or before 15.00Hrs. of 02 Jan 2021
6. Opening Date & Time: 02 Jan, 2021 at 15:30 Hrs.
7. Assigned Time period of completion of work: 01 Year from the date of LOA/Work Order
8. Place of submission: In office of Executive Director/ Procurement, Pune Metro Rail Project, 101, The Orion Building, KoregoanPark,Pune- 411001.

Bill of Quantity & Financial Offer

Sr. No.	Particulars	Location	Size (sqft)	Amount of License Fees for a period of one year	
				Financial Quote for Annual License Fees (in figure)	Financial Quote for Annual License Fees (in words)
1.	Display of Advertisements on Unipole erected at Swargate MMTH Site on License Basis	Swargate Multi-Modal Transport Hub Site	30 X 40		

Terms & Conditions:

1. The agency shall submit his offer in prescribed format issued by Maha Metro along with the copy of Goods & Service Tax (GST), PAN card.
2. Rates quoted shall be exclusive of GST which shall be paid extra, as applicable.
3. The agency is required to pay GST and other applicable taxes (advertisement, electricity, etc).
4. All overheads, labour & material charges, electricity expenses, O&M charges and any other statutory deductions as applicable shall be borne by the Agency. Sub-meter shall be provided by Maha-Metro to certify electricity expenses.
5. Overwriting on the rates quoted shall not be accepted.
6. Agency shall quote the rate for the work as stipulated in the table above.
7. Front lit Panel shall be provided for the purpose by Maha-Metro.



8. License Period shall be one year from the date of acceptance letter. However, License Period may be extended/reduced as per the need of Maha-Metro as per the terms and conditions of the License Agreement.
9. Agency shall be allowed to advertise subject to clearance from Maha-Metro on the content, language, display etc. and as per the terms and conditions of the License Agreement.
10. License Fees shall be payable in advance on quarterly basis starting from the date of LOA. Revenue Security equivalent to the License Fee of two quarters (period of 3 months each) shall be submitted in the form of Bank Guarantee and shall be returned upon termination of License Agreement subject to any payments to be received by Maha-Metro. Format of the Revenue Security shall be provided in the License Agreement.
11. Agency shall be responsible to obtain and maintain all necessary approvals, permits, etc. concerned with the work of display of advertisements at the Site from all competent and required authorities, including different tiers of government, statutory, local, civic authorities, etc. at its own cost.
12. The Agency shall be responsible to obtain any or all permissions and/or clearances from any/all authorities, government bodies or otherwise and MAHA-METRO shall not be liable or responsible for any claims arising of the act or omissions, errors and legal disputes committed on the part of the Agency.
13. Agency needs to submit offer sheet to Maha-Metro with their covering letter on its company's letter head.
14. The agency must have valid GST registration and must submit the same with the offer.
15. Agency shall be an individual/Proprietorship/ Partnership firm/ Company etc. duly registered under the statutes of India having a valid registration on submission date. Copy of the registration is to be attached with the offer.
16. Only single Agencies are eligible to submit their offer and consortium is not allowed.
17. Any condition(s) incorporated by agency other than above; shall result in outright rejection of the offer/proposal.
18. Work Order for the quotation shall be liable for rejection if: -
 - (i) Acceptance to LOA is not received within one week from the date of LOA.
 - (ii) Field Work and submission of data is not started from the date of LOA.
19. Details of the Unipole is attached as Annexure-1.
20. The licensee shall take into account that the following types of advertisements are strictly prohibited:
 - a. Nudity
 - b. Racial advertisements or advertisements propagating caste, community or ethnic differences.
 - c. Advertisements of drugs, alcohol, cigarette, or tobacco items.
 - d. Advertisement propagating exploitation of women or child.
 - e. Advertisements having sexual overtone.
 - f. Advertisements depicting cruelty to animals.
 - g. Advertisements depicting any nation or institution in poor light.
 - h. Advertisements banned by the Advertising Council of India or by Law.
 - i. Advertisements glorifying violence.
 - j. Advertisements of destructive devices and explosives depicting items, weapons and related items.
 - k. Lottery tickets, sweepstakes entries and slot machines related advertisements.
 - l. Advertisement which may be defamatory, trade libelous, unlawfully threatening or unlawfully harassing.
 - m. Advertisements which may be obscene or contain pornography or contain an "indecent representation of women".
21. The License Agreement shall be signed within 10 days.



Essential Enclosures: -

1. Copy of PAN Card
2. Copy of GST

Signature of the Bidder/Agency

Copy to Notice Board: -

1. Pune Metro Rail Project, Orion Building, 101, 1st Floor, Atur Park, Koregaon Park, Pune.
2. Pune Metro Rail Project office, Mahatma Phule Museum, Ghole Road, Shivajinagar, Pune.
3. Pune Metro Rail Project office, Phugewadi, Pune.
4. All Maha-Metro offices at Nagpur.



Annexure-1

Details of Unipole at Swargate MMTH Site



MAHARASHTRA METRO RAIL CORPORATION LTD.

(PUNE METRO RAIL PROJECT)

Draft License Agreement

For

Quotation Notice No. Maha-Metro/PMRP/PROC/Quot
dated 14 Oct 2020: Display of Advertisements on Unipole
erected at Swargate MMTH Site on License Basis for Pune
Metro Rail Project (PMRP)

महा मेट्रो



PUNE METRO
December, 2020

MAHARASHTRA METRO RAIL CORPORATION LIMITED (MAHA-METRO)
(A joint venture of Govt. of India & Govt. of Maharashtra)

**101, The Orion, Opposite Don Bosco Youth Centre,
Koregaon Park, Pune 411001**

Email: tenders.pmrp@mahametro.org

Website: www.mahametro.org

Tel.: 020-26051072



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LICENSE AGREEMENT

THIS AGREEMENT is entered into on this the day of December, 2020

BETWEEN

1. **Maharashtra Metro Rail Corporation Limited**, a company incorporated under the Companies Act, 1956/2013, 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' and/or the 'Authority' and/or the 'Licensor'), 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. **Ashwath Infracon Private Limited**, a company incorporated/registered under the provisions of the Companies Act 2013, bearing registration Number U70109PN2020PTC191448 and having its registered office at Second Floor, Office No. 202, Sr. No. 46, Insignia, Wadiya, Pune, Maharashtra-411001, (hereinafter referred to as the "Licensee" which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns and substitutes) of the Other Part.

WHEREAS:

- (A) Maha-Metro, with a view to augment its revenues through non-operating measures/earnings, had invited offers on quotation basis (by its Quotation No. Maha-Metro/PMRP/Proc/ Quot/ dated 14.10.2020 (the "Quotation") from the interested parties for granting the rights towards *Display of Advertisements on Unipole erected at Swargate MMTH Site on License Basis for Pune Metro Rail Project (PMRP)*. After consideration of the offers, Maha-Metro has selected M/s Ashwath Infracon Private Limited as "Licensee" for assigning the work on "as is where basis is".
- (B) Maha-Metro has agreed to provide to the Licensee, access to Unipole erected at Swargate MMTH Site on "as is where is basis", on payment of License Fee and other charges to Maha-Metro on the terms and conditions hereunder contained in this License Agreement.
- (C) The Licensee shall be responsible to use the premises for advertisement or branding purposes only as specified in this Agreement at its own cost.
- (D) It is deemed necessary and expedient to enter into this Agreement to record the terms of the said Agreement. The Agreement shall include all the Recitals, Articles, Clauses, Sub-Clauses, Schedules, Annexures etc. which are made part of this document.



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 Licensee hereby covenants as follows: -
- i. Licensee hereby assumes responsibility for the work of Display of Advertisements on Unipole erected at Swargate MMTM Site on License Basis for Pune Metro Rail Project (PMRP). Licensee shall be responsible to design, procure, manufacture, fabricate, install, commission and maintain brand name installed at the Site as specified in this Agreement at its own cost. The Licensee shall also be responsible for the space provided for advertisements under this Agreement.
 - ii. Licensee agrees that the License Fees shall be payable in advance on quarterly basis starting from the date of LOA. Revenue Security equivalent to the License Fee of two quarters (period of 3 months each) has been submitted in the form of bank guarantee and as per the terms and conditions of this Agreement.
 - iii. License Fee payable for the first quarter (from 27/10/2020 to 26/01/2021) has been paid by the Licensee, details of which are as follows:
 - a. Name of Beneficiary:
 - b. Amount: INR 2,12,500/- (Rupees Two Lakh Twelve Thousand and Five Hundred only)
 - c. RTGS Details:
 - iv. 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.
 - v. The Licensee confirms having examined the Site in detail and fully understands and comprehends the technical requirements of the work. The Licensee also confirms full satisfaction as to the business viability of undertaking the works and hereby voluntarily and unequivocally agrees not to seek any claim, damages, compensation or any other consideration, whatsoever on this account. Licensee also confirms having made independent assessment of present and future market potential and no future claim whatsoever regarding change in market circumstances shall be used by it as a reason or excuse for non-payment of License Fee and other amounts due to Maha-Metro under this License Agreement.
- B. 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.

December-2020

December- 2020

(.....)

(.....)

Mr. A.K. Mathur, ED/Procurement & Contracts

Mr. Sudarshan Khade, Director

Authorized Signatory

Authorized Signatory

FOR AND ON BEHALF OF

FOR AND ON BEHALF OF

**MAHARASHTRA METRO RAIL CORPORATION
LIMITED**

**LICENSEE
(M/s ASHWATH INFRACON PVT. LTD.)**

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:

Name:

Name:

Sign:

Sign:

MAHA-METRO

LICENSEE



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:

“Advertising” or “Branding” means display of any Branding/advertisement including pictures/video's, advertisement in the form of electric/electronic media, visual display or any other innovative advertising (electronic) 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 the License Agreement to be executed between MAHA-METRO and the Selected Agency/ 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. It also includes judgments, decrees, injunctions, writs and orders of any court or judicial authority as may be in force and effected from time to time;

“As is where is basis” means the space for advertisement at Swargate MMTH including all installations, fittings and fixtures 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 space allotted for advertisement under this work, 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 commencement of License Agreement which shall commence immediately after handing over of the Site;



“Change in Law” means the occurrence of any of the following after the date of Bid:

- (a) the enactment of any new Indian law;
- (b) the repeal, modification or re-enactment of any existing Indian law;
- (c) the commencement of any Indian law which has not entered into effect until the date of Bid;
- (d) a change in the interpretation or application of any Indian law by a judgement of a court of record which has become final, conclusive and binding, as compared to such interpretation or application by a court of record prior to the date of Bid; or
- (e) any change in the rates of any of the Taxes that have a direct effect on the Project;

“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 Revenue Security;

“Effective Date” “means the date of issue of Letter of Acceptance cum Work Order;

“Emergency” means a condition or situation that is likely to endanger the security of the individuals on or about the Pune 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 13;

“GOI” or “Government” means the Government of India;

“License” means the Advertising Rights granted by Maha-Metro to the Licensee at the Hoarding/Unipole erected at the Swargate MMTH site under terms and conditions of this License Agreement;

“Licensee” means the Selected Agency, who has executed this 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 as per terms and conditions of this License Agreement and as set forth in **Article 4**;

“License Period” means a period of one year from the date of issuance of the Letter of Acceptance cum Work Order;

“Maha-Metro” means Maharashtra Metro Rail Corporation Limited;

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

Revenue Security” means a bank guarantee submitted by the Licensee with MAHA-METRO as a security against the revenue to accrue under this License Agreement and as set forth in **Article 10** of this License Agreement;



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

“Selected Agency” means the agency who has been selected by MAHA-METRO, pursuant to the bidding process for award of license;

“Site” means the place identified for advertisement purposes at the Unipole erected at Swargate MMTH along with pre-specified advertisements minutes for advertisement and branding, in accordance with terms & conditions of this Agreement;

“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 Pune 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

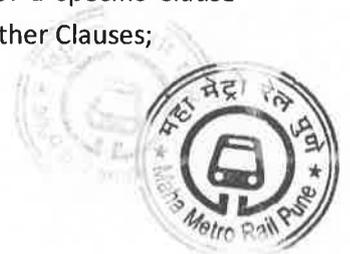
i. This Agreement, and all other agreements and documents forming part of or referred to in this agreement are to be taken as mutually explanatory and, unless otherwise expressly provided elsewhere in this Agreement, the priority of this Agreement and other documents and agreements forming part hereof 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: SCOPE OF ADVERTISING AT SWARGATE MMTH

2.1. Scope of Work

2.1.1. The Unipole erected at Swargate MMTH is hereby licensed to the Licensee M/s Ashwath Infracon Private Limited for Advertisement purposes, for a period of one (01) year:

2.2. General Scope of and Conditions for Licensee are as follows -

- 2.2.1. The Licensee shall be granted advertisement rights at the Site on "as is where is basis".
- 2.2.2. The font and size, material of signage boards etc. should be as per the requirement and design specifications of Maha-Metro. The proposed installation will have to be pre-approved by Maha-Metro before installation.
- 2.2.3. The Licensee shall not be allowed to display the brand name and/or advertisement on any other signages except the Site anywhere in the vicinity which forms part of the Swargate MMTH.
- 2.2.4. Revenue Sharing/Advertisement taxes with PMC/civic agency, if applicable/demanded will be borne by the Licensee separately.
- 2.2.5. The Licensee shall be allowed to change the advertising inventory at its own cost after prior written approval from Maha-Metro.
- 2.2.6. Audio advertisement in any form is not permitted.
- 2.2.7. The Licensee shall be permitted to use and display the logo of the brand at the Site.
- 2.2.8. The Licensee shall have rights and obligations to perform as specified below:
- Operate, manage and maintain the entire installations made with respect to work including mounting, de-mounting of the advertisements on the panel during the License Period.
 - Obtain all necessary approvals, permits, etc. concerned with the advertisements, from all competent and required authorities, including different tiers of government, statutory, local, civic authorities, etc. at its own cost.
 - Comply with all statutory requirements in connection with this License Agreement.
 - Ensure regular and timely payments of all amounts due to Maha-Metro and discharge all obligations as per this License Agreement.
 - Payment of all statutory taxes, local levies, statutory dues, etc as and when due.
 - Payment of indirect taxes such as GST/Advertisement Taxes/Entertainment Taxes etc. as applicable shall be borne by the Licensee as per prevailing rates.
- 2.2.9. The Licensee shall be responsible for installation, operation, maintenance and removal of the materials/installations made with respect to this Agreement. While Maha-Metro shall provide security at Site, Maha-Metro shall not be responsible for any vandalism, theft or damage to anything/material put up/installed by Licensee at the Site premises. The Licensee shall ensure that walls, floor, roof etc. of any Maha-Metro structures are not damaged in any manner during installation, operation & maintenance. The works related to installations and removal of signages if any shall be done only after taking prior written permission of Maha-Metro. The branding/display plan prepared by licensee shall also be in compliance with the requirements



of Pune Municipal Corporation's Advt. policy/EPCA guidelines/directives given by Hon'ble courts, or any other prevailing policy as applicable in India.

2.2.10. Maintaining the structural safety and integrity shall be the sole responsibility of the Licensee. The Licensee shall also ensure that the installations within the Site is not a safety hazard for Maha-Metro civil structures and public at large. The Licensee shall maintain Employer's Liability and workers' compensation insurance for its staff in accordance with the relevant provisions of the Applicable Law and Third Party insurance or any other insurance as may be appropriate, valid up to the License Period shall be procured and maintained for the entire License Period. Maha-Metro shall not be liable for any claims, damages arising out of such liability of the Licensee due to any accidents affecting the public at large.

2.3. Sub-Licensing

2.3.1. Sub-Letting or Sub-Licensing of the rights under this Agreement shall not be allowed. However, Licensee shall have the right to display advertisements of its clients' subject to the terms and conditions of this License Agreement.

2.4. Other Conditions

2.4.1. Security and other services:

Maha-Metro shall provide reasonable security services at Site. General cleaning & adequate lighting in the vicinity areas within the MMTH and compound lighting shall be provided. 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 be paid to the Licensee. However, Maha-Metro shall use its best efforts to restore such services as soon as reasonably possible.

The Licensee shall be solely responsible for taking care of all the inventory and panels/material installed at the Site for branding/advertisement purpose. In the event of any theft or mishap, Maha-Metro shall not be liable for any compensation to the Licensee.

a. If during the License period, any loss of property and/or life takes place, the loss on 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 the payments arising out of any third party claims. The Licensee is advised to procure insurance for meeting such liabilities at its own cost.

2.4.2. The 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 Pune 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 associated with the development and operations/maintenance of the project. 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. The Licensee shall not have any right to infringe the Maha-Metro premises (other than the area



leased to him) and normal business, operation and commuters' facilities of Metro Rail Services.

- 2.4.6. Upon observation of any such infringement, the Authority shall issue a notice of compliance. If the Licensee fails to comply the three such notices and continue such infringement, the authority has the right to impose a penalty of Rs. 5000 per day for the period such infringement continues. This penalty shall be in addition to License Fees & other taxes payable to Authority. In the event if penalty is imposed on Licensee for 3 times within the License Period, then this Agreement shall be liable for termination, subject to decision of Maha-Metro.



ARTICLE 3: TENURE OF LICENSE

3.1. License Period

- 3.1.1. The Licensee shall be provided the advertisement rights for the Site for a period of One (1) Year unless otherwise terminated by Maha-Metro or surrendered by the Licensee, in terms of provisions of this License Agreement.
- 3.1.2. The tenure of this License Agreement shall commence from the Effective Date.
- 3.1.3. Tenure of the License Period for any additional advertisement Sites provided within the Swargate MMTH handed over subsequently shall be co-terminus with above period irrespective of date of actual permission over for such additional rights.
- 3.1.4. In case the Licensee exits or does not provide the 180 days' advance notice, the Revenue Security shall be encashed by Maha-Metro.
- 3.1.5. The License Period shall be extendable/reduced as per the need of Maha-Metro in line with the terms and conditions of this Agreement. In case the License Period is extended, License Fees shall be escalated by 10% year-on-year and so-on and so-forth for the increased License Period.

3.2. Effective Date / Commercial Operation Date (COD)

The Effective Date/ Commercial Operation Date shall mean the date of issue of the Letter of Acceptance cum Work Order.

3.3. Fitment period

- 3.3.1. The Fitment period shall be inclusive of the License Period.



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 Licensee which is as follows:

Sr. No.	Particulars	Location	Size (sqft)	Amount of License Fees for a period of one year in INR	
				Financial Quote for Annual License Fees (in figure)	Financial Quote for Annual License Fees (in words)
1.	Display of Advertisements on Unipole erected at Swargate MMTH Site on License Basis	Swargate Multi-Modal Transport Hub Site	30 X 40	8,50,000	Eight Lakh Fifty Thousand only

- 4.1.2. License Fees shall be payable in advance on quarterly basis starting from the date of Letter of Acceptance cum work order.
- 4.1.3. License Period shall commence immediately from the date of Letter of Acceptance cum work order including the fitment period.
- 4.1.4. Licensee shall be required to pay statutory taxes, statutory dues, local levies, third party dues, GST, other applicable taxes, advertisement taxes and electricity charges etc. as per actuals. Electricity charges shall be payable as per sub-meter reading.
- 4.1.5. The utility charges including consumption of electricity, etc. shall also be payable by Licensee in addition to above in accordance with terms & conditions of this Agreement. These utility charges shall be payable by Licensee for the License Period as and when the demand raised by the concerned statutory authorities. The sub-meter shall be installed for Licensee for calculating the consumption of electricity, if any. Necessary charges for the same shall be borne by the Licensee.
- 4.1.6. The Licensee agrees voluntarily and unequivocally to make all payments to Maha-Metro as may be due before the due date, without waiting for any formal advice from Maha-Metro.
- 4.1.7. The Licensee shall preferably make the payment of the License fee to Maha-Metro, as mentioned above, by electronic mode i.e. RTGS/NEFT after taking prior approval of Maha-Metro & complying with the laid down procedure.
- 4.1.8. The Licensee shall at all times indemnify Maha-Metro from any claims that may arise from the statutory authorities in connection with this License Agreement including any change in Tax structure or change in laws that have a bearing on this License Agreement.



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

- 4.2.1. Non-payment of License Fee and other dues within the prescribed date will constitute Material Breach of Contract and Licensee Event of Default under this Agreement and shall entitle Maha-Metro to terminate this Agreement as per provisions stipulated in Article 15 of this Agreement.
- 4.2.2. In case of default in payment of License Fees, the Licensee shall have to pay the License Fees along with interest within 90 days of due date failing which Revenue Security shall be encashed by Maha-Metro and the Licensee shall be liable for termination.
- 4.2.3. Any delay in payments of Licensee Fees shall attract interest @ SBI base rate plus 3% or 12% 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.
- 4.2.4. 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.
- 4.2.5. 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, water supply, etc. and lastly 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 encash the Revenue Security 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 30 days of termination of this License Agreement. A certificate from authorized representative in proof of Licensee having vacated the site will be required to be submitted by the Licensee to the authorized representative of Maha-Metro. Any claim of vacation/non-vacation without the endorsement the authorized representatives of the respective Parties shall not be entertained.
- 4.2.10. 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, this agreement may stand terminated without giving any notice to the Licensee and the Revenue Security shall be encashed by Maha-Metro.

4.3. Taxes and Other Statutory Dues

- 4.3.1. The Advertisement Tax, as applicable if any, shall be borne by Licensee, in addition to the License Fee.



- 4.3.2. The property tax as applicable, if any, on the property of Maha-Metro shall be the responsibility of Maha-Metro.
- 4.3.3. All other statutory taxes, statutory dues, security deposit for meters, local levies, payment of taxes/charges to local bodies as applicable (except those mentioned above) shall be charged extra and will have to be remitted separately. The Licensee shall indemnify Maha-Metro from any claims that may arise from the statutory authorities in connection with this License Agreement.
- 4.3.4. Revenue Sharing/Advertisement taxes with local authority/civic agency, if applicable/demanded, will be borne by the Licensee separately.
- 4.3.5. Payment of stamp duty on execution & registration of this License Agreement, if any, to be executed shall be solely borne by the Licensee.
- 4.3.6. If the Licensee fails to pay any Taxes, charges, outgoing payments, claims etc., which are expenses it is required to bear, and the same are instead paid by the Authority, then the 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, 10% (Ten 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 at the Site and abide by all the instructions 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 Authority 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) Advertisement in any form of audio are not allowed.
 - f) Advertisements pertaining to achievements by different Governments, their Departments, Ministries, Government Undertakings, other Authorities or Political Parties shall be permitted. However, no advertisement of any political party, person violating "Model Code of Conduct" shall be allowed during the period whereby "Model Code of Conduct" has been enforced by Election Commission. Further, no advertisement which violates "Model Code of Conduct" shall be permitted during the period whercby "Model Code of Conduct" has been enforced by the Election Commission of India or its authorised representatives.
 - g) Licensee shall take into account that the advertisements as per Annexure-1 of this License Agreement are strictly prohibited.
 - h) Licensee shall be allowed to advertise subject to clearance from Maha-Metro on the content, language, display etc. and as per the terms and conditions of this License Agreement.



ARTICLE 6: OBLIGATIONS OF THE LICENSEE

6.1. Obligations of the Licensee

- 6.1.1. 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 MMTH Site 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. use non-combustible material for branding and installation at the Site. Use of combustible material shall not be permitted under any circumstances.
- 6.1.2. Sub-Letting or Sub-Licensing of the rights under this Agreement shall not be allowed. However, Licensee shall have the right to display advertisements of its clients' subject to the terms and conditions of this License Agreement.
- 6.1.3. 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.
- 6.1.4. Licensee shall be responsible to obtain any or all permissions and/or clearances from any/all authorities, government bodies or otherwise and Maha-Metro shall not be liable or responsible for any claims arising of the act or omissions, errors and legal disputes committed on part of the Licensee.
- 6.1.5. Licensee shall be responsible to obtain and maintain all necessary approvals, permits etc. concerned with the work of display or advertisements at the site from all competent and required authorities including different tiers of government, statutory, local, civic authorities, etc. at his own cost.

6.2. Employment of trained personnel

- 6.2.1. 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.
- 6.2.2. 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.

6.3. Authorised Representative and Project Manager

- 6.3.1. 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.

- 6.3.2. 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 Site, against such conduct. The Licensee along with his Sub-Contractors (if any) shall disclose a list of all their employees and workmen, who are involved in the operation and maintenance of the Site. 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.

6.4. Obligation with respect to Taxes, duties

- 6.4.1. 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 this Agreement. The Licensee shall indemnify Maha-Metro from any claims that may arise from the statutory authorities in connection with this License Agreement. Any change in Tax structure or dues becoming payable due to change in legislation or laws as per Govt. guidelines shall also be applicable.
- 6.4.2. Any new levies, taxes, cess, etc. if any, imposed by Government Authorities on MAHA-METRO for awarding the contract shall be recovered from the Licensee 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.
- 6.4.3. 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.
- 6.4.4. If the Licensee fails to pay any Taxes, charges, outgoing payments etc, which are 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 10% (Ten Percent) of the sum total of amount paid by Authority and interest payable to Authority.



ARTICLE 7: OBLIGATIONS OF THE AUTHORITY

7.1. Obligations of the Authority

- 7.1.1. 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.
- 7.1.2. 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) Front lit panel shall be provided for the purpose by Maha-Metro for the subject work.
 - (b) Grant the Licensee the advertisement rights of the Site in accordance with the conditions stipulated in Article 2 and Article 3 of this License Agreement.
 - (c) Ensure that no barriers are erected or placed on or about the Site 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;
 - (d) 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;
 - (e) Support, cooperate with and facilitate the Licensee for clearances and approvals as necessary in accordance with the provisions of this Agreement;



ARTICLE 8: REPRESENTATIONS AND WARRANTIES

8.1. Representations and warranties of the Licensee

8.1.1. 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 said advertisement rights (in the form of advertisement minutes) 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 among the 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.

8.2. Representations and warranties of the Authority

8.2.1. 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 Pune Metro Rail Project;
- (h) it has good and valid ownership of the Site and has power and authority to grant a Licence in respect thereto to the Licensee.

8.3. 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 9: DISCLAIMER

9.1. Disclaimer

- 9.1.1. 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.
- 9.1.2. The Licensee acknowledges that prior to execution of this Agreement, it has carefully assessed the commercial viability of the Project and that it will be fully responsible for all its assessment in this regard.
- 9.1.3. The Licensee confirms having seen/visited/assessed the Site and fully understands and comprehends the technical, financial, commercial and investment requirements.
- 9.1.4. The Licensee also confirms that it has fully analysed to its fullest satisfaction, business viability of the License and hereby voluntarily and unequivocally agrees not to seek any claim, damages, compensation or any other consideration, whatsoever on this account.
- 9.1.5. This Agreement shall not in any way be construed as a lease or license of the MMTH or any part thereof, and only represents a contractual obligation of MAHA-METRO to provide advertisement rights at the Site.



ARTICLE 10: REVENUE SECURITY

10.1. Revenue Security

- 10.1.1. The Licensee shall, for the performance of its obligations hereunder during the License Period and as a security against the License Fee provides to the Authority, within 15 Days of Letter of Acceptance, submit the Revenue Security of appropriate value equivalent to License fee payable for 2 quarters (period of 3 months each).
- 10.1.2. Revenue Security has been submitted in the form of Bank Guarantee valid for 28 days after end of License Period, issued from any Scheduled Commercial Bank having branch in India. The Revenue Security details are as follows:
- Name of the Beneficiary: Maharashtra Metro Rail Corporation Limited
 - Name of the issuing Bank:
 - Amount: INR 4,25,000/- (Rupees Four Lakh and Twenty-Five Thousand Only)
 - Validity Period: valid up to 24 November 2021.
- 10.1.3. Maha-Metro reserves the right for deduction dues from Licensee's Revenue Security for: -
- Any penalty imposed by MAHA-METRO for violation of any terms and conditions of agreement committed by the Licensee.
 - 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.
 - 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.
 - Any outstanding payment/ claims of MAHA-METRO remained due after completion of relevant actions as per agreement.

10.2. Appropriation of Revenue Security

- 10.2.1. 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 Revenue Security for such Licensee Default or failure to meet any Condition Precedent. Upon such encashment and appropriation from the Revenue Security, the Licensee shall, within 30 (thirty) days thereof, replenish, in case of partial appropriation, to its original level the Revenue Security, and in case of appropriation of the entire Revenue Security provide a fresh Revenue Security, 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 Revenue Security, 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 Revenue Security as Damages, and to terminate this Agreement in accordance with terms stipulated in **Article 14**.



10.3. Release of Revenue Security

10.3.1. The Revenue Security shall remain in force up to 28 days beyond the License Period. This Revenue Security shall be released upon successful completion of the License Period or termination of this License Agreement. The Revenue Security shall be released subject to Authority's right to receive or recover amounts if any due from Licensee under this Agreement.



ARTICLE 11: MAINTENANCE OF BRANDING SPACES

11.1. Maintenance of Branding/Advertisement Site

- 11.1.1. Licensee shall keep and maintain the Branding media/panel in neat, clean condition and in safe & sound manner throughout the License Period. Any defective, weak or corroded structure/inventory/material should be replaced immediately with new proper structure/inventory/material after due certification from reputed agency. In case of any incident/injury caused by Branding media due to error/omission attributable on the part of Licensee, the Licensee shall be responsible for all compensation.
- 11.1.2. 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, public at large & 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/public at large 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.
- 11.1.3. Access to the Site for the purpose of placement of Brandings shall be regulated by the office of the Director (Strategic Planning) and the Licensee is required to take necessary permissions in this regard from the office of Director (Strategic Planning) as per extant policy of MAHA-METRO. Maha-Metro reserves the right to provide such permission, however it is clarified that the permission to the Licensee shall not be unduly denied.
- 11.1.4. Joint inspection of the Site may be conducted by MAHA-METRO officials and Licensee, at mutually convenient time. 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 up to Rs. 5,000/- per instance of irregularity per week. Deliberate or wilful non-compliance of MAHA-METRO written instructions for a period of 90 days shall constitute Material breach and Licensee Event of Default, which shall entitle MAHA-METRO to encash Revenue Security in part or full and or terminate this Agreement after giving 90 days' notice to the Licensee.
- 11.1.5. Such termination of this Agreement and encashment of the Revenue Security by MAHA-METRO shall be without prejudice to any other damages, rights or remedies applicable under law in its favour.
- 11.1.6. Further, MAHA-METRO can impose the fine on Licensee up to Rs. 5,000/- per offence per week on the following offenses:
- i. Any staff of Licensee found in drunken condition/indulging in bad conduct.
 - ii. Any staff of the Licensee found creating nuisance.
 - iii. Improper maintenance & defacement of the Metro Property.
 - iv. Dishonor of drafts and Cheques given by Licensee in favour of MAHA-METRO.
 - v. Misbehavior with staff and commuters of MAHA-METRO.



vi. Not following safety and security norms as may be indicated by authorized representative of MAHA-METRO.

vii. Any staff of the Licensee found without uniform and ID Card and/or found creating nuisance on duty.

viii. Not following the instructions issued by MAHA-METRO authorities from time to time.

11.1.7. The option to impose fine, penalty, etc. under this License Agreement shall be exercised by MAHA-METRO official not below the rank of General Manager.



ARTICLE 12: OPERATION AND MAINTENANCE

12.1. 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 Pune Metro Rail Project (PMRP). 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 13: FORCE MAJEURE

13.1. Force Majeure

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

- a. Earthquake, Flood, Inundation, Landslide.
- b. Storm, Tempest, Hurricane, Cyclone, Lighting, Thunder or other extreme atmospheric disturbances.
- c. Fire caused by reasons not attributable to the Authority.
- 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, lockdowns, lockouts, epidemics, other than those involving the Authority/Licensee, its contractors, or their employees, agents, etc.

13.1.2. 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 subject to provision that occurrence of any Force Majeure shall be notified to the other party within 7 days of such event. If any Force Majeure continues for a period of three months in continuation, 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 days to the other party and the Revenue Security shall be released by MAHA-METRO to the Licensee after adjusting outstanding dues, if any.



ARTICLE 14: BREACHES, EVENTS OF DEFAULT, SURRENDER AND TERMINATION OF LICENSE AGREEMENT

14.1. Licensee Events of Default

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

- 14.1.1. If the Licensee is found guilty of persistently breaching negative list of advertisements and the Factors Governing Advertising Selection as stipulated in **Annexure-1** of this Agreement.
- 14.1.2. If at any time during the subsistence of this License Agreement, there is non-conformity to the License Agreement or at any time during the License Period, the Licensee indicates its unwillingness to abide by any clause of this License Agreement or repudiates this Agreement.
- 14.1.3. 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.
- 14.1.4. If the Licensee is in persistent non-compliance of the written instructions of MAHA-METRO officials.
- 14.1.5. 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.
- 14.1.6. If Licensee is in violation of any of the other Clauses of this Agreement and even after three written notices from MAHA-METRO fails to cure the Default to the satisfaction of MAHA-METRO.
- 14.1.7. If the Licensee during pendency of the License Agreement becomes insolvent or is put under receivership by a competent court.
- 14.1.8. 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.

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

- 14.2.1. If any of the above Material Breach and Licensee Events of Default happens, then
 - a. MAHA-METRO, after giving due notice to the Licensee to Cure the Default, shall be entitled to terminate this 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.
 - b. 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.
 - c. 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.

14.3. Surrender/Termination of Advertising Rights

14.3.1. The Licensee shall have option to surrender the advertisement rights allotted to it under this license agreement provided -

- a. There is no arrear pending with the Licensee on the date of issue of surrender notice.
- b. MAHA-METRO receives a 180 days' advance notice, in writing, from licensee for its intention to surrender this License agreement. Such notice of 180 days can be given as per the provisions of this license agreement.
- c. Licensee continues to pay all dues as per schedule to MAHA-METRO till the date of pre-mature closure of License Agreement.
- d. Licensee hands over peaceful possession of the Site to MAHA-METRO free from all encumbrances within 30 (thirty) days from the termination of this License Agreement.

If Licensee satisfies the above said conditions, MAHA-METRO shall terminate this Agreement and release the Revenue Security after adjusting any outstanding amount on the part of Licensee.

14.3.2. If the Licensee is desirous of terminating the license without serving any prior intimation period or shorter intimation period than 180 days, the agreement shall have deemed to be terminated on completion of such short/irregular intimation period. In such cases, the Revenue Security shall be refunded to the Licensee after adjustment of license fee for period shorter than 180 days (notice period) and outstanding dues, if any.

14.3.3. It is to be noted that in either of the cases as mentioned in Clause 14.3.2 of this agreement, MAHA-METRO may also recover the balance outstanding dues, if are more than Revenue Security, from the other contracts of Licensee in MAHA-METRO if applicable. Balance outstanding dues, if are more than Revenue Security, shall also be recoverable from the Licensee before Licensee is permitted to remove their establishment(s) or else MAHA-METRO will seize their property at nil/zero value. MAHA-METRO shall be free to dispose-off the said property/goods in whatsoever manner as it deems fit. Licensee shall have no claim for compensation or consideration/damages on this account.

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

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

14.4.1. MAHA-METRO reserves the rights to terminate this 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 Revenue Security will be refunded after adjusting outstanding dues, if any. The Licensee voluntarily agrees not to seek any claim, compensation, damages or any other consideration whatsoever on any ground in this regard.



ARTICLE 15: DISPUTE RESOLUTION/ARBITRATION

15.1 Amicable Resolution

15.1.1 No legal action till Dispute Settlement Procedure is exhausted.

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

15.1.2 Notice of Dispute

For the purpose of Sub-Clause 15.1.2, a Dispute shall be deemed to arise when one party serves 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.

15.1.3 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.

15.1.4 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 Authority. The Conciliator shall assist the parties to reach an amicable settlement in an independent and impartial manner.

15.1.5 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 the conciliator so nominated is a serving employee of Maha-Metro, who would be Deputy HOD level officer and above. The Authority 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.



15.1.6 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 a 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 a written notice thereof to the parties. The costs shall be borne equally by the parties unless settlement agreement provides for a different apportionment. All other expenses incurred by a party shall be borne by that party.

15.2 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 Authority, 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, (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:

15.2.1 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 crores.



- b. Three (03) arbitrators in all other cases.

15.2.2 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 Authority will forward a panel of three (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 Authority. 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 any one Arbitrator from the panel of three (03) Arbitrators as sole Arbitrator.
- ii) In case of three (03) Arbitrators:
- a) Within 60 days from the day when a written and valid demand for Arbitration is received from MD/Maha-Metro, the Authority will forward a panel of five (05) 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 Authority.
- b) The Authority will decide the second Arbitrator. MD/Maha-Metro shall appoint the two (02) 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 Authority 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 five (05) Arbitrators provided to Licensee or from the larger panel of Arbitrators to be provided to them by Authority 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.
- 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 Authority 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.

15.2.3 Qualification and Experience of Arbitrators (to be appointed as per sub-clause 15.2.2 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 qualifications and experience shall act as Arbitrator.

15.2.4 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.

15.2.5 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.

15.2.6 It is agreed by both the Parties that in the cases where Arbitral Tribunal consists 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.

15.2.7 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 Authority/Conciliator that the final demand is ready, he/they will be deemed to have waived his/their claim(s) and the Authority shall be discharged and released of all liabilities under the License Agreement in respect of these claims.

15.2.8 Arbitration proceedings shall be held at Pune, India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English.

15.2.9 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 endeavour to adhere to time schedule for early finalization of Award.

15.2.10 The award of the sole Arbitrator or the award by majority of three (03) 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.

15.2.11 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.

15.2.12 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.

15.2.13 Cost of Conciliation/Arbitration

The fees and other charges of the Conciliator/Arbitrators shall be as per the scales fixed by the Authority from time to time irrespective of the fact whether the Arbitrator(s) is/are appointed by the Authority or by the Court of law unless specifically directed by Hon'ble Court otherwise on the matter, and shall be shared equally by the Authority and the Licensee. However, the expenses incurred by each party in connection with the preparation, presentation will be borne by itself.



15.2.14 Jurisdiction of Courts

Where recourse to a Court is to be made in respect of any matter, the High Court of Bombay shall have the exclusive jurisdiction to try all disputes between the parties.



ARTICLE 16 : MISCELLANEOUS

- 16.1 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.
- 16.2** 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.
- 16.3** All penalty amounts stipulated in the License Agreement shall become double after completion of every 5 (five) years from the date of commencement of License Agreement on rolling basis.
- 16.4** The Licensee will not ask for any claim or seek any compensation from Maha-Metro if advertisement at any advertisement spaces is not permitted due to court order/local laws/civil authorities.
- 16.5** 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.
- 16.6** 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.
- 16.7** The Licensee hereby undertakes to discharge all statutory obligations and liabilities in connection with employment of its personnel in the said premises. Licensee hereby indemnifies 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.
- 16.8** Licensee shall comply with the laws of land including Maharashtra Pollution Control Board guidelines, building guidelines, fire norms etc. Maha-Metro shall not be held liable for any change/modification in these laws which adversely affect this agreement. Licensee shall have no right/ claim in this regard, whatsoever the reason may be.
- 16.9** Licensee shall bear all salaries, wages, bonuses, payroll taxes or accruals including gratuity, superannuating, pension and provident fund contributions, contributions to worker's



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

16.10 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.

16.11 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 the said premises as a tenant/sub-tenant or otherwise:
- b. That no right as a tenant/sub-tenant or otherwise is purported or intended to be created or transferred by MAHA-METRO in favor of Licensee in or in respect of the said premises, except to carry out their activities over the granted space under this License Agreement; and
- c. That the rights, which Licensee shall have in relation to the said premises, are only those set out in this Agreement.

16.12 The relationship between MAHA-METRO and Licensee under and/or in pursuance of this Agreement is as between Principal and Principal. Consequently, neither party shall be entitled to represent the other and/or make any commitment on behalf of and/or with traders or any other party. Furthermore, no relationship in the nature of Partnership or Association of persons is hereby being created or intended to be created between MAHA-METRO on the one hand and Licensee on the other hand in connection with and/or relating to advertisements being displayed by the Licensee at the said premises.

16.13 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 Site 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 Authority.

16.14 That the Licensee shall be responsible to obtain any or all permission and/or clearances from any/all authorities, governmental or otherwise and MAHA-METRO shall not be liable or responsible for any of the act or omissions committed on the part of the licensee.

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

16.16 In case of restricted availability of power supply/breakdown, the power requirements of Swargate MMTH would get first priority and this may result in restriction/rostering of power supply to the Site in such situations. In such situations or any supply disruptions due to strikes of employees, breakdowns of machinery and plant, lockout, failures of incoming supply of 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.

16.17 Notices:

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

If to Authority:

Address : Maharashtra Metrorail Corporation Limited, 101, The Orion,
Koregaon Park, Pune -4111005
Telephone : 020 – 26051072
Email : tenders.pmrp@mahametro.org
Kind Attention : **ED (Procurement & Contracts)**
Cc : **Authority Representative**

If to the Licensee

Name : M/s Ashwath Infracon Private Limited
Address : 2nd Floor Office No. 202 Sr. No.46 Insignia Wadiya Pune,
Maharashtra - 411001



Mobile : +919031311212
Attention : **Mr. Sudarshan Khade, Director**

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:

No instruction/ notice of any party if not communicated in writing, shall be entertained by the other party.

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/Authorized Officer who has countersigned the same in token thereof:

(Signature)
(Name)
(Designation)



Annexures



Annexure – 1: Restricted activities on MAHA-METRO premises

1. The licensee is not permitted to display, post or place any of the below stated content and/or material on metro stations assets and premises:
 - Usage of any kind of combustible material shall not be permitted on entire PMRP premises.
 - Any material or information that is false, misleading or deceptive, or that is intended to be (or reasonably could be interpreted as being) disparaging, disreputable or disrespectful to persons, groups, businesses or organizations.
 - Advertisements, posters or other displays that promote or oppose candidates for elective offices, political campaign material, petitions or directly relate to issues of public debate on economic, political or social issues.
 - Using the Site for Naming of person/s either living or dead and parties shall not be allowed. The branding at Site shall be in the name of brand/product/company and not any person/s or individual.
 - Advertisements and images soliciting or promoting the sale or use of alcoholic beverages and tobacco products.
 - Any material or information that depicts, promotes or reasonably appears to encourage the use or possession of unlawful or illegal goods or services.
 - Obscene and offensive content: "Obscene" means displays or information that, taken as a whole, appeals to the prurient interest in sex and depicts or describes in a patently offensive manner nudity as sexual conduct and which, taken as a whole, does not have serious literary, artistic or scientific value, or otherwise qualifies as vulgar or indecent. "Offensive" means display of information that would be offensive to a reasonably prudent person of average sensitivity in the community, including advertising that portrays individuals as inferior, evil or contemptible because of their race, color, creed, sex, pregnancy, age, religion, ancestry, national origin, marital status, disability, sexual orientation or any other characteristic protected under the Fundamental Rights defined by Constitution of India.
 - Any content that threaten or adversely affect the public image of the MAHA-METRO/State/Central Government or MAHA-METRO's ability to operate its facilities or the MAHA-METRO's ability to attract and maintain the patronage of passengers.
2. Permitting any person, claiming through or under the Licensee, to create or place any encumbrance or security interest over all or any part of licensed facilities.
3. Causing structural damage to the metro facilities at Site or any other permanent structure.
4. Installation of idols/statues shall not be permitted anywhere at Site
5. Commercial activity is not allowed beyond the spaces designated for the such activities by MAHA-METRO.
6. The audio advertisement in any form is not permitted.
7. The mandatory signage as required for metro rail project shall be kept unchanged. No branding shall be permitted on the mandatory signage.



8. 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 propagating exploitation of women or child
- Advertisements having sexual overtone
- Advertisements depicting cruelty to animals
- Advertisement depicting any nation or institution in poor light
- Advertisements banned by the Advertising Council of India or by law
- Advertisements glorifying violence
- Advertisements of destructive devices and explosives depicting items, weapons and related items.
- Lottery tickets, sweep stakes entries and slot machines related advertisements
- Advertisements which may be defamatory, trade libelous, unlawfully threatening or unlawfully harassing
- Advertisements which may be obscene or contain pornography or contain an “indecent representation of women”.



Annexure-2: Handing Over Note

Date: ___/___/20XX

..... (Site) is handed over to the Licensee,
..... for assigning of SNR..... on
(date).....at..... (time), in the presence of representatives of

Licensee hereby acknowledge the receipt and assumes all responsibility of the above described site, as provided in the license Agreement, from the date and time stated above.

Licensee

GM/PR

Electrical & Maintenance Department

PR Department

Director (Strategic Planning)



Annexure 3 – Taking Over Note

Date: ___ / ___ /2015

Vacant possession of (Site) assigned under SNR is taken over by SM/SC on (Date)..... (Time) from the Licensee In the presence of representatives of

Licensee

GM/PR

Electrical & Maintenance Department

PR Department

Director (Strategic Planning)



Annexure 4 – Deleted



Annexure 5 – Schedule of Payment

SN	Quarterly Payment in INR (excl. taxes, electricity charges)	Additional GST, Advertisement Taxes and Power Supply Charges to be paid	Date of Payment
1.	2,12,500	As per actuals	27/10/2020
2.	2,12,500	As per actuals	27/01/2021
3.	2,12,500	As per actuals	27/04/2021
4.	2,12,500	As per actuals	27/07/2021

License Fees shall be payable in advance on quarterly basis starting from the date of issue of LOA. Revenue Security, equivalent to the License Fee of two quarters (3 months each) and valid up to 24 Nov 2021, shall be submitted in the form of Bank Guarantee payable within 07 days from date of LOA and shall be released upon successful completion of License Period.



Annexure 6 – Format for Bank Guarantee

Revenue Security

Option 1: (Demand Guarantee)

Beneficiary: _____

Date: _____

PERFORMANCE GUARANTEE No.: _____

Guarantor: _____

We have been informed that _____ (hereinafter called "the Applicant") has issued LOA bearing no _____ dated _____/entered into Contract No. _____ dated _____ with the Beneficiary, for the execution of _____ (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ (_____),¹ such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's first demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the Day of, 2...², and any demand for payment under it must be received by us at this office indicated above on or before that date. This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

In the event that any amount to be paid under this guarantee, payments shall be remitted to beneficiary account.

[signature(s)]

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

¹ The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, less provisional sums, if any, and denominated either in the currency(cies) of the Contract or a freely convertible currency acceptable to the Beneficiary.

² Insert the date twenty-eight days after the expected completion date as described in GC Clause 11.9. The Employer should note that in the event of an extension of this date for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."



