

DELHI METRO RAIL CORPORATION LTD

NOTICE

Kiosks in Metro Stations on License Basis

In supersession of DMRC's earlier notice for invitation of applications for allotment of kiosk spaces at operational metro stations dated 05.10.2004 & 27.08.2009 DMRC invites application from retailers of various trades for taking up spaces for stalls/kiosks at existing as well upcoming stations of Delhi Metro on license basis. An applicant has to apply for kiosk/stall spaces for minimum 10 (ten) kiosks at metro stations. The space is available in PAID (after entry through automatic gates) & UNPAID (before entry through automatic gates) areas. The permitted usage are commuter related services like bookshops, telecom products & services, fast food counters, booking counters for various services (e.g. tours and travels, bill payments etc.), Beverages, etc. Food and beverage kiosks are not permitted in paid areas. The allotment of kiosk spaces is done on First-Come-First Serve basis subject to availability/feasibility of space. The applicant will have to apply on the prescribed format (available at DMRC website) and submit the application at below mentioned address from 10.03. 2010 . The applicant will have to submit their application along with a lump sum earnest money of Rs. 50,000/-. Detailed terms and conditions of allotment of kiosks can be seen in the website of DMRC (www.delhimetrorail.com).

DGM/Marketing

Office of General Manager (operation)

4th Floor, Metro Bhawan

Fire Lane, Barakhamba Road

Rajiv Chowk

New Delhi 110001

LETTER OF APPLICATION

(To be submitted and signed by the applicant)

DGM/Marketing
Office of General Manager (operation)
4th Floor, Metro Bhawan
Fire Lane, Barakhamba Road
Rajiv Chowk
New Delhi 110001

Sub: request for allotment of kiosk spaces at existing and upcoming station Metro Stations

Sir,

1. Being duly authorized to represent and act for and on behalf of..... (herein the applicant), and having studied and fully understood all the information provided in the application document, the undersigned hereby apply as an applicant for **allotment of kiosk spaces at Metro Stations** according to the terms & conditions of the offer made by DMRC.
2. The Earnest Money Deposit is enclosed in the Envelope.
3. DMRC and its authorized representatives are hereby authorized to conduct any inquiries / investigation to verify the statements, documents and information submitted in connection with the application and to seek clarification from our banker regarding any financial and technical aspects. This letter of application will also serve as authorization to any individual or authorized representative of any institution referred to the supporting information, to provide such information deemed necessary and requested by your selves to verify statements and information provided in the application or with regard to the resources, experience and competence of the applicant.
4. DMRC and its authorized representatives may contact the following persons for any further information:
Name of the person (s):.....
Address:.....
Phone:..... ; Fax:.....
5. This application is made with full understanding that:
 - (a) Applications will be subject to verification of all information submitted by the applicant.
 - (b) DMRC reserves the right to reject or accept any application, cancel the allotment process, and / or reject all applications.
 - (c) DMRC shall not be liable for any of the above actions and shall be under no obligation to inform the applicant of the same.
 - (d) Acceptance of application does not create any right in favour of the applicant for allotment of kiosk space. The allotment of kiosk space will be done as per priority order

subject to feasibility at site. The allotment of kiosk spaces will be done as described in Annexure A & B.

7. We, the undersigned declare the statements made, and the information provided in the duly completed application forms enclosed, are complete, true and correct in every detail.
8. We hereby confirm that we have read, understood and accepted all the detailed terms and conditions and procedure of allotment of priority.
9. Should this application be accepted, we hereby agree to abide by and fulfill all the terms, conditions and provisions of the aforesaid documents.
10. We agree that, without prejudice to any other right or remedy, DMRC shall be at liberty to forfeit the said EMD absolutely.
11. We agree that DMRC's decisions in the allotment of Kiosk space shall be final and binding. We will not raise any compensation or claim or objection on this account.
12. We agree that DMRC may relocate/remove/terminate the kiosk due to any operational or other reasons as required by DMRC or deemed fit by DMRC at any time. We shall not seek any compensation or claim or objection on this account.

Authorised signatory
Name and seal of Bidder

Date:
Place:

Encl:

1. The EMD of Rs.50,000s/- (Rupees fifty thousand only) in the form of Demand Draft/Pay Order bearing No. _____ drawn upon _____ (bank) dated. (The registered firm need not pay the EMD separately)
2. Duly signed Kiosk policy, procedure of allotment of priority, draft agreement

Note: The applicant should sign all papers of this document (Application form, Kiosk policy of DMRC, Procedure of allotment of priority and draft agreement) as token of acceptance of all terms and conditions

GENERAL INFORMATION OF THE Applicant

1. (a) Name:
 (b) Country of incorporation:
 (c) Address of the corporate headquarters and its branch office(s), if any, in India:

2. Details of individual(s) who will serve as the point of contact / communication for DMRC within the Company:
 - (a) Name :
 - (b) Designation :
 - (c) Company :
 - (d) Address :
 - (e) Telephone Number :
 - (f) Fax Number :
 - (g) E-Mail Address :

Signed

(Name of the Authorised Signatory)

For and on behalf of

(Name of the Bidder)

Designation

Place:

Date :

Annexure A

Kiosk Policy

Policy for Kiosk Allotment

The kiosks are allotted on first cum first serve basis.

The rates for the kiosk allocation on Delhi Metro Stations in line-1, line – 2 & line – 3 are as follows:

Category of Station	Rate (Rs. Per Sqm./ month)
A	2500/-
B	1500/-
C	1100/-
Rajiv Chowk (Spl)	5000/-

List of stations under different categories is as follows:

Sl. No.	Station Name	Category	Rate of L/ Fee
1	Dilshad Garden	A	2500
2	Jhilmil	C	1100
3	Mansarovar	C	1100
4	Shahdara	A	2500
5	Welcome	A	2500
6	Seelampur	A	2500
7	Shastri Park	B	1500
8	Kashmere Gate	A	2500
9	Tis Hazari	A	2500
10	Pulbungash	B	1500
11	Pratap Nagar	B	1500
12	Shastri Nagar	B	1500
13	Inder Lok	A	2500
14	Kanhaiya Nagar	C	1100
15	Keshavpuram	C	1100
16	Netaji Subhash Place	A	2500
17	Kohat Enclave	B	1500
18	Pitampura	A	2500
19	Rohini East	B	1500

20	Rohini West	A	2500
21	Rithala	A	2500
22	Jehangir Puri	A	2500
23	Adarsh Nagar	B	1500
Sl. No.	Station Name	Category	Rate of L/ Fee
24	Azad Pur	B	1500
25	Model Town	C	1100
26	GTB Nagar	A	2500
27	Vishwa Vidyalaya	A	2500
28	Vidhan Sabha	C	1100
29	Civil Lines	C	1100
30	Chandni Chowk	A	2500
31	Chawari Bazar	A	2500
32	New Delhi	A	2500
33	Patel Chawk	B	1500
34	Central Secretariat	A	2500
35	Yamuna Bank	A	2500
36	Indraprastha	B	1500
37	Pragati Maidan	B	1500
38	Mandi House	C	1100
39	Barakhamba Road	A	2500
40	Rajiv Chowk	Spl	5000
41	RK Ashram	B	1500
42	Jhandewalan	A	2500
43	Karol Bagh	A	2500
44	Rajendra Place	A	2500
45	Patel Nagar	B	1500
46	Shadipur	C	1100
47	Kirti Nagar	C	1100
48	Moti Nagar	B	1500
49	Ramesh Nagar	B	1500
50	Rajouri Garden	A	2500
51	Tagore Garden	B	1500
52	Subhash Nagar	C	1100
53	Tilak Nagar	A	2500
54	Janakpuri East	C	1100
55	Janakpuri West	A	2500
56	Uttam Nagar East	B	1500
57	Uttam Nagar West	C	1100
58	Nawada	C	1100
59	Dwarka	C	1100
Sl. No.	Station Name	Category	Rate of L/ Fee
60	Dwarka Mor	A	2500
61	Dwarka Sector - 14	C	1100

62	Dwarka Sector – 13	C	1100
63	Dwarka Sector – 12	C	1100
64	Dwarka Sector – 11	C	1100
65	Dwarka Sector – 10	C	1100
66	Dwarka Sector – 9	B	1500
67	Akshardham	A	2500
68	Mayur Vihar Ph-I	A	2500
69	Mayur Vihar Ext.	C	1100
70	New Ashok Nagar	B	1500
71	Noida Sec-15	A	2500
72	Noida Sec-16	A	2500
73	Noida Sec-18	A	2500
74	Botanical Garden	A	2500
75	Golf Course	C	1100
76	Noida City Centre	A	2500

New Stations will be categorized in due course of time.

Further, discount is given where the requirement is for 20 or more stations. The discount structure is as below:

- 1) 10% discount on the rates indicated above for category A B & C stations, whenever an agency comes forward and takes kiosks space on 20 or more stations.
- 2) 20% discount when 20 or more stations are taken, out of which 50% or more are category B/ category C stations.
- 3) 25% discount, if the kiosks space is taken on 40 or more number of stations (irrespective of the category of stations).
- 4) 30% discount if the kiosk space is sought on 60 or more stations (irrespective of the category of stations).

The application should be made for minimum 10 or more kiosks. The general terms & conditions of allotments of the kiosks are briefly given below:-

1. The period of license is three years.
2. License fee will be escalated @ 5% every year on compounding basis.
3. The service tax as applicable from time to time will be extra over & above the rates indicated here-in-above.
4. The license fee is paid quarterly, in advance.
5. The quarterly maintenance charges @ Rs. 100/ Sqm is charged extra along with above license fee.
6. The refundable interest free security deposit @ six month license fee if the numbers of kiosks are more than 20 kiosks and for less than 20 kiosks the refundable interest free security deposit will be @ twelve months license fee.
7. Interest free refundable electrical consumption deposit @ Rs. 1500/ KVA of power.
8. Kiosks will be fabricated/ erected by the licensee at his own expenses as per the design & specifications approved by DMRC.

Annexure B

Procedure of allotment of Kiosk spaces

- 1.0 DMRC allots kiosk spaces at stations on first-come-first serve basis as per Kiosk Policy in Annexure A.
- 2.0 A priority list of applications is maintained in the order of receipt of completed application form. The allotment of Kiosks at the station is strictly done as per the priority list.
- 3.0 Before opening of Noida Lines (Akshardham Metro station to Noida City Centre), the applications for allotment of Kiosks at 66 operational Metro stations were invited on 5.10.2004 and 27.08.2009. The applicants were required to deposit an Earnest Money of Rs 50,000 alongwith the application. DMRC is maintaining already priority list of applicants. This priority list is applicable for 66 Metro stations which were operational before opening of Noida Line.
- 4.0 The applications for allotment of kiosks at 81 operational (as on date) metro stations will be received from March 10, 2010. No application will be received before March 10, 2010.
- 5.0 The applicants need to apply for minimum 10 kiosks at all 81 operational stations. The applicants will have to submit an EMD of Rs 50,000 along with their applications. The already registered firms (the existing bulk kiosk licensees and those who have already paid Rs 50,000) need not pay Earnest money . But they will have to fill fresh application if they are interested in Kiosk spaces at New stations (Noida line and Anand Vihar Line) also. The registered firms may apply for less than 10 kiosks also, but their total allotment should not be less than ten kiosks. However, a new applicant will have to apply for at least 10 kiosks at 81 operational and upcoing metro stations. The earnest money will be forfeited and priority cancelled if applicant does not accept Letter of Award (LOA) issued by DMRC at the time of allotment of Kiosks and fails to make payment as per LOA. If an existing licensee does not accept the Letter of Award (LOA) issued by DMRC at the time of allotment of Kiosks and fails to make payment as per LOA, Rs 50,000 will be forfeited from security deposit from its contract and the licensee will have to make good his security deposit within 7 days of issue of notice by DMRC.
- 6.0 The priority order for applications which have been received before 1600 hrs on March 10, 2010 will be decided by draw of lots in front of the applicants or their representatives. The lots will be drawn at 16:30 hrs on March 10, 2010. The applications received after 16 hrs on March 10, 2010 will be given priority number on first-come-first serve basis after assigning priority number to applications which have been received before 16 hrs on March 10,2010. For clearance of doubt, if 10 applications have been received before 16 hrs on

March 10, 2010, the priority number for first applications after 16 hrs will be 11th (eleventh).

7.0 The priority list so prepared will be used for allotment of kiosks at 81 operational stations of Line 1 (Dilshad Garden to Rithala), Line 2 (Central Sectetriate to Jahangir pur), Line 3 (Dwarka Sector 9 to Noida City Centre and Anandvihar).

8.0 As described in para 3.0 above, there is already a priority list for existing stations (excluding Noida line and Anand Vihar Line). The priority list for existing stations (excluding Noida Line, Anand Vihar Line) will be honoured first as far as allotment of kiosks on existing stations (excluding Noida Line and Anand Vihar Line) is concerned. The priority list for existing stations (excluding Noida Line, and Anand Vihar Line) will be closed with immediate effect and no further applications will be received for that priority list.

9.0 The licensee will have to take atleast 10 kiosk at Metro stations which are operational at the time of allotment of Kiosks. The existing licensees having more than or equal to 10 operational kiosk may take less than 10 kiosks at upcoming stations. If an applicant is not able to take minimum 10 kiosks at operational stations at the time of allotment of kiosks, his earnest money may be forfeited and he will lose his priority. The decision of DMRC in this regard will be final and binding.

10.0 The existing Water kiosks vendors (M/s Planet & M/s Zest Agro& Hot n Chillz) are not covered here as water kiosks are required to be provided immediately after opening of stations. Moreover, they are bound to provide water at upcoming stations also. However, if water kiosks vendors are interested in operating additional kiosks purely for commercial purpose, they will also have to apply for allotment of kiosks as per above policy.

11.0 Any applicant will not be allotted more than one kiosk at one station.

Annexure C

Indicative Draft License Agreement

THIS AGREEMENT entered into at Delhi on this ----- day of ----- 2010 between **Delhi Metro Rail Corporation Limited, (DMRC)** incorporated under the Companies Act, 1956 having its registered office at **Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi, 110 001**, India, hereinafter referred to as the 'DMRC' (which expression shall unless repugnant to the context mean and include it's successors and assigns) of the **First Party**

AND

------(Name of licensee) incorporated under the Companies Act, 1956 having its registered office at -----, hereinafter called 'Licensee' which expression shall unless repugnant to the context or meaning thereof include the successors and assigns of the **Second party**

WHEREAS

- a) DMRC with a view to part finance and operate its project through Property Development has reviewed the application from ----- for licensing to operate retail outlet for products & services permissible by DMRC O&M Administration only other than that indicated in Annexure – III (Banned List), at ----- Metro Stations indicated and demarcated in plan attached as Annexure –I, hereinafter referred to as 'premises'.
- b) The application being acceptable to DMRC.

- c) DMRC has agreed to provide the LICENSEE a portion of its premises admeasuring approximately ----- **Sq.m** at ----- Metro Station carpet area indicated in detail in Annexure – II on the terms and conditions hereunder contained.

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

- 1.0** The following documents shall be deemed to form part and be read and construed as part of this agreement, namely:
- 1.1 Letter of Acceptance no. xxxxxxxx
- 1.2 General Terms and Conditions part of this agreement.
- 1.3 Letter of Application.
- 2.0** The DMRC hereby agrees to provide a portion of its premises admeasuring approx. ----- **Sq.m** at ----- Metro Station carpet area indicated in detail in Annexure – II only at the places provided for these services at Metro Stations indicated and demarcated in plan placed as Annexure – II of this document. In addition about “Nil” Sqm of space, if required, hereinafter referred to as “the said premises” solely for the purpose of carrying out the business operations of retailing products & services permissible by DMRC O&M administration other than that indicated in Annexure – III (banned list) hereto referred to as “the said business”. The actual area will be measured after installation of kiosks. The license fees and maintenance charges will be adjusted on pro rata basis as per the actual areas occupied/ allotted. The adjustment if any in payment will be made in subsequent payments of quarterly license fees. Interest free security deposit will not be readjusted as per variation in areas handed over/ occupied.
- 3.0** The **kiosk** site shall exclusively belong to the DMRC, without creating any right, title or interest of whatsoever nature in the said premises in favour of the LICENSEE. This License Agreement shall commence from Date of handover of first site and shall continue for a period of three (3) years from that date. The license fee shall become payable 30 days from the date of handover of the first site unless otherwise terminated as provided in Termination clause herein below.
- 4.0** That the "LICENSEE" hereby covenants as follows:
- 4.1** I/We hereby offer to take up on license basis kiosk spaces of approx. ----- **Sq.m** at ----- Metro Station indicated in Annexure – II of this document and demarcated in the conceptual site plans attached as part of Annexure-I and operate retail outlet thereon as per terms of this agreement.
- 4.2** I/We shall pay to DMRC
- (A) Fixed quarterly License fee **Rs. -----/-** to be payable 30 days (fit out period) from date of hand over of site indicated in Annexure – II.
- (B) Fixed quarterly maintenance fee of Rs.100/- (Rupees one hundred only) per Sqm per quarter of actual carpet area licensed.
- 4.3** **The quarterly fixed license fees and maintenance fees will be increased by 5% after completion of each year (reckoned from the date of start of license fee of first kiosk) on a compounding basis.**
- 4.4** The first Quarterly fixed license fee shall become payable before taking possession of the licensed space. The subsequent Quarterly Fixed License fees will be payable in advance, in the last week of the running quarter after

accounting for 30 days of rent free period for fit outs with respect to site indicated in Annexure – II.

- 5.0** That the LICENSEE has submitted to DMRC a refundable interest free security deposit as indicated in Annexure – II, for carpet areas licensed. The refundable interest free security deposit for all sites indicated in Annexure - II will be returned only on completion of the full term of license, i.e. 3 (three) years. The interest free security deposit will be increased by 5% on completion of every year of license on compounding basis.
- 6.0** That the LICENSEE will at his own expense and cost employ/ engage suitable personnel for providing efficient service in respect of storage and sale of the said products in the said premises.
- 7.0** That the LICENSEE shall appoint a Manager/Supervisor whose scope of services shall be as follows:
 - 7.1** Stores only the products of approved and licensed manufacturers and shall regularly pay the bills of the suppliers of the said materials and ingredients.
 - 7.2** Sells only products & services permissible by DMRC O&M administration other than that indicated in Annexure – III (banned list).
 - 7.3** Supervise the operations in the said premises.
 - 7.4** Ensure that the said Products and the said premises conform to the standards required by the Health Department of the Municipality and the Government and further ensure that the said Products are prepared up to the standards prescribed by the Food Adulteration Act, 1954 and the rules framed there under.
 - 7.5** Adhere to the quality standards to the said products.
 - 7.6** He shall be responsible for cleanliness and hygiene in the said Premises and to ensure that the services are conducted in a clean, proper and efficient manner.
 - 7.7** Employ and engage as their own employees, trained, skilled and qualified staff and endeavor to maintain and provide services to full satisfaction and to pay their wages and salaries regularly and promptly.
 - 7.8** Ensure that fire detection and suppression measures where installed inside his premises are kept in good working condition. The Licensee will at any case keep fire fighting equipment as per DMRC requirements as indicated by the Fire officer / Authorised representative of DMRC and also train and keep trained all his employees in the use of these equipments.

The fire officer / authorised personnel, of the licensor will have unfettered access to the said premises, for inspection / checking of fire detection and suppression measures etc. The instructions issued by the licensor's fire officer shall be obeyed and complied with fully without any demur. Any costs associated with carrying out the instructions of the fire officer/ authorised personnel of the licensor will be borne solely by the licensee.
 - 7.9** Ensure that all electrical wiring, power outlets and gadgets are used and maintained properly, for guarding against short circuits/ fires and observing all notified statutory provisions and standards.
- 8.0** That the LICENSEE hereby indemnifies DMRC against any loss, damage or liabilities arising as a result of any act of omission or commission on LICENSEE part or on part of LICENSEE personnel or in respect of non observance of any statutory requirements or legal dues of any nature.
- 9.0** That the LICENSEE hereby agrees that DMRC 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 DMRC. LICENSEE hereby indemnifies DMRC against the claims made by the LICENSEE's employees against DMRC.

- 10.0** That 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 DMRC 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 PD Cell of the Licensor.
- 11.0** That no tenancy/ sub-tenancy is being created by DMRC in favour of LICENSEE under or in pursuance of this Agreement and it is distinctly and clearly understood, agreed and declared by and between the parties hereto that:
- 11.1** That the LICENSEE shall not have or claim any interest in the said premises as a tenant/ sub-tenant or otherwise:
- 11.2** That no right as a tenant/ sub-tenant or otherwise is purported is intended to be created or transferred by DMRC in favour 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
- 11.3** That the rights, which LICENSEE shall have in relation to the said premises, are only those set out in this Agreement.
- 12.0** The relationship between DMRC and LICENSEE under and / or in pursuance of this Agreement deed 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 DMRC on the one hand and LICENSEE on the other hand in connection with and / or relating business to be operated by LICENSEE at the said premises.
- 13.0** LICENSEE shall deliver to DMRC peaceful vacant physical possession of the Demised Premises at the end of the term of the license in accordance with this Agreement, in the same condition in which it was handed over except for reasonable wear and tear and acts of God and nature.
- 14.0 Breach of Contract:**
- If any breach is committed by the LICENSEE in payment of the fee stipulated herein or in the due performance or observance of the provisions of this Agreement, the DMRC shall be at liberty to terminate thereafter this license by giving the LICENSEE thirty days notice in writing and upon the expiry of the period of such notice, this agreement shall stand terminated, and there upon the LICENSEE shall hand over to DMRC or its authorised agent vacant possession of the said Demised Premises. **Upon such termination, the interest free security deposit and advance license fee paid till date will stand forfeited in favour of the licensor (DMRC).** The vacant possession of the kiosk sites will be handed over to the station manager / authorised personnel of the licensor.
- 14.1** That the said premise which has been handed over to the licensee under this Agreement will be kept in good condition and maintained properly by the licensee at their own cost. If the property is not handed over in good condition as required under this agreement, DMRC reserves the right to seek exemplary damages and indemnification.
- 14.2** That the licensee shall be responsible to obtain any or all permission and/ or clearances from any/ all authorities, governmental or otherwise and DMRC shall not be liable or responsible for any of the act or omissions committed on the part of the licensee.
- 15.0** That if the LICENSEE fails to vacate the property within a grace period of 30 days of termination of the agreement, the LICENSEE shall be deemed to be an unauthorized occupant in the said premises and shall be liable to pay a fee @ Rs. 2000/- per Sq.Ft. per day for any period of occupation beyond that date of termination of agreement because of any reason along with the license fees due.

16.0 DMRC's covenants and represents that it has good and marketable title to the said premise, free and clear of all liens, claims, mortgages or deeds of trust affecting the LICENSEE's possession of the Demised Premises, LICENSEE's use of the premises, or the rights granted to the LICENSEE hereunder:

16.1 DMRC covenants and represents that it has full and complete authority to enter into a license agreement under all terms, conditions and provisions set forth in the agreement, and so long as the LICENSEE keeps and substantially performs each and every term, provision and condition contained in the agreement, the LICENSEE shall peacefully and quietly enjoy the premises without hindrance or disturbance by DMRC or by any other person claiming by, through or under DMRC.

16.2 That on the LICENSEE paying the fee hereby reserved and observing and performing the several covenants and stipulations on its part and the conditions herein contained shall peacefully hold and enjoy the Licensed Premises throughout the said term without any interruptions by the DMRC or by any person or persons claiming through under or in trust for him.

16.3 That the overall control and supervision of the premises shall remain vested with DMRC who will have the right to inspect the whole or part of the licensed premises as and when considered necessary, with respect to its bonafide use and in connection with fulfillment of the other terms and conditions of the license agreement. DMRC also reserves the right to enter the demised premises to repair and replace the fixtures provided by DMRC. If any fixtures or utility relating to operation of the MRTS (Metro) is running through the area licensed, proper protection as advised by DMRC will be done by license.

17.0 Termination

17.1 If the LICENSEE is desirous of terminating the license hereby created before the expiry of the period of the license, it shall give to DMRC, three months notice in writing of its intention to terminate the license and on the expiry of the said period, the agreement shall stand terminated. DMRC shall refund any amounts due if any after recovery/ adjustment of any amount/s due to it, except for the advance license fees paid till date and the refundable (interest free) security deposit which would stand forfeited in favour of the Licensor/ DMRC.

17.2 Upon termination of this Agreement for any reason whatsoever:

- i.) LICENSEE will forthwith vacate the said premises and remove its kiosk, furniture, fixtures, equipment as well as its personnel from the said premises without causing any damage to the property of DMRC.
- ii) DMRC shall repay amounts owing to LICENSEE if any, except for advance license fees paid till date and the refundable interest free security deposit which would stand forfeited in favour of the Licensor, but after adjusting any amounts due to DMRC on account of electricity charges, or any other similar dues.
- iii) The termination of this Agreement shall not release either party from its obligation to pay any sums then owing to the other party nor from the obligation to perform or discharge any liability that had been incurred prior thereto.
- iv) Consequent to issue of termination letter, after approval of competent authority, the said premises will become free of all encumbrances for marketing.

18.0 Force Majeure

Neither DMRC nor the LICENSEE shall be liable for any inability to fulfill their commitments and obligations hereunder occasioned in whole or in part by Force Majeure, fire, war, or any other cause beyond their reasonable control. Such Force Majeure occurrence shall be notified to the other party within 15 days of such

occurrence. If such Force Majeure continues for a period of three months, the other party may be entitled to, though not being obliged to terminate this agreement.

- 19.0** That the Agreement provided herein shall terminate at the end of the period agreed to herein i.e., on last day of the month, three years from the date of handing over possession of the said premises, except that the agreement may also be terminated earlier in accordance with the terms of this agreement.
- 20.0** For resolving various issues related to energy supply, the clauses identical to those included in the relevant POWER SUPPLY COMPANY agreement for such supplies is deemed to be part of this agreement.
- 21.0** 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 "DMRC" to disconnect all utility services including electric supply to the licensed premises and also seal the licensed premises. The licensee agrees voluntarily and also undertakes not to seek any claim, compensation, damages or any other consideration whatsoever, which may arise due to such disconnection and sealing by the Licensor. The Licensee hereby voluntarily and unequivocally agrees to make all payments as may be due from time to time even if the invoices for same may not have been received by him. The licensee also agrees voluntarily not to seek any claim, compensation, damages or any other consideration
- 22.0** In case of restricted availability of power supply / breakdown, the station power requirements would get first priority and this may result in restriction/ rostering of power supply to the licensee in such situations. In such situations or any supply disruptions due to strikes of employees, breakdowns of machinery and plant, lockout, failures of incoming supply of DMRC or such causes where the supply of DMRC is affected by a cause or causes over which DMRC has no control, DMRC 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.
- 23.0** The Licensee voluntarily and unequivocally agrees to provide unfettered and unconditional access to the licensed premises for security checks by security officers of the licensor and also agrees to comply with all directives as may be given from time to time by the security officers of the licensor.
- 24.0** That the LICENSOR on behalf of DMRC and LICENSEE represent and warrant that they are empowered, authorised and able to make this agreement.

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

DATE

DATE

(Authorised Signatory)

FOR AND ON BEHALF OF
DMRC Ltd.

(Authorised Signatory)

FOR AND ON BEHALF OF

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

DMRC

GENERAL TERMS AND CONDITIONS OF AGREEMENT:-

1.0 Transfer

The LICENSEE, during the tenure of this license shall not transfer, assign or part with the licensed premises or any portion thereof permanently or temporarily to anybody else and shall not be allowed to take any person to share the accommodation nor in partnership without the prior written permission of the licensor, nor shall they be entitled to allow any person to occupy the licensed premises or to use any part thereof save with the prior permission in writing of the licensor.

2.0 Non-payment of license fees and other dues.

Non-payment of license fees and other dues within the prescribed date will constitute breach of the terms of this agreement and shall render the license liable to be revoked as per clause 14.0 (Breach of Contract) of agreement. Besides, the LICENSEE shall pay an interest of 24% per annum on the total amount due after the due date and falling in arrears. Interest shall continue to accrue till the license fees amount is finally squared up. Such interest shall be charged for the full month if the payment of license fees and other dues are not made by the due date with arrears, if any.

3.0 Failure to comply with agreement

If the license fees amount hereby resolved or any part thereof shall at any time be in arrears or remained unpaid after the due date or if the LICENSEE at any time fail or neglect to perform or observe any of the terms and conditions herein contained and on their part to be observed and performed then in that event the DMRC may without prejudice to his general right of revocation of license by giving 15 days notice in writing to the LICENSEE determine the license, re-enter the premises in question or any part thereof and the LICENSEE shall upon such determination peacefully give up possession of the premises in question, without any right to compensation whatsoever and thereupon this license shall absolutely determine without prejudice to any right to action or remedy of the licensor in respect of any antecedent, breach of terms and conditions and covenants on the part of the LICENSEE. The LICENSOR will then forfeit the security deposit and advance license fee paid.

4.0 Finishes

The premises will be handed over by DMRC as is where is basis. That the licensee will make partitions, false ceilings, etc. as per requirements. The Licensee shall install its own furniture fixtures and equipment in the said premises after duly obtaining all necessary approvals, permissions and licenses from Municipal Corporation and such other Statutory Authorities at its own cost and expenses.

No alterations or damage shall be caused to the area licensed and any of DMRC installations. In case any damage is caused to DMRC's assets/installations/premises by licensee, the cost of same shall be recovered from the licensee by DMRC. The licensee will make his own arrangements at his cost to get the kiosk manufactured and installed/erected strictly as per the approval given by the DMRC. The architecture and structural arrangements of kiosks shall be strictly as per DMRC's specifications. The quality of kiosks shall be of very high standards and it should not spoil the look/aesthetics of the metro station standards. If in the opinion of DMRC, the quality/standard of kiosk is not upto the mark, DMRC may instruct replacement of such kiosk and the same shall be binding on the licensee. No alterations in the kiosk including electric installations and wiring shall be made by the licensee without the prior permission of DMRC in writing.

5.0 Use of Premises

5.1 The subject site can only be used for retailing products approved by DMRC (O&M) Administration only (**usage other than those listed in Annexure – III**).

- 5.2** The licensee will use energy efficient equipment and shall keep noise levels within the permissible limits.
- 5.3** The LICENSEE at his own cost shall take the necessary statutory certificates and approvals. The Licensee is allowed to use the site for retail of products and services approved by DMRC (O&M) administration only.
- 5.4** The Licensee may, if he so elects, install and operate within the demised premises refrigeration equipment, dispensers, etc; such equipment shall be maintained in a neat and sanitary condition and shall apply with all applicable laws and ordinances.
- 5.5** A separate area shall be earmarked by Licensee within the kiosk for the purpose of his storage and also for the provision of his dust bin/waste bin etc, which has proper systems for extrication pollutants and waste materials. **The provision of the dustbin should be incorporated in the design of the kiosk.** No storage or dust bin/waste bin etc. shall be provided outside the stall/kiosk and all such occurrences shall be treated as encroachment. No projections of any kind shall be permitted in his kiosk beyond the permitted Licensed carpet area.
- 5.6** The Licensee shall ensure proper storage of the permitted packaged products, ensuring that there is no contamination or decay of products or raw materials. Proper storage and use of energy resources.
- 5.7** The Licensee shall display the rate list of all items/articles permitted to be retailed in his kiosk and shall charge the customers strictly as per rate list displayed. Any complaint for overcharging the customer, shall entitle DMRC to impose a **penalty** of Rs.500/- on Licensee on each such occasion.
- 5.8** The Licensee shall ensure a high standard of hygiene and cleanliness in and around the said premises so as to create a very clean and healthy environment to attract commuters and enhance DMRC's image and also to comply the standards as required by the Municipal and Health Authorities. Any physical damage or injury to the commuters or passers-byes due to lapses on the part of the LICENSEE will be the sole responsibility of the LICENSEE only and DMRC will have no legal obligations or liability towards the injured.
- 5.9** The licensee will ensure that the premises is kept in a clean, tidy and safe condition all the time In case it is found that premises is not clean, tidy and as per DMRC standards then penalty of Rs 2000/- for each occasion may be imposed.
- 5.10** It is desirable that the Licensee opens/runs his stall/kiosk during revenue hours of DMRC(period during which passenger trains are run on DMRC system) but in any case the Licensee shall have to open/run his kiosk between 8 AM to 8 PM as a minimum every day without fail.
- 5.11** Ensure that fire detection and suppression measures installed inside his premises are kept in good working condition at all times.
Licensee shall ensure that all electrical wiring, power outlets and gadgets are used and maintained properly, for guarding against short circuits / fires. The licensee will also ensure that all IE Rules and IE Act are followed.
- 5.12** The Licensee shall provide, in his kiosk, adequate number of suitable Fire Extinguishers. The type, capacity and number of fire extinguishers shall be as approved by DMRC. These Fire Extinguishers shall be required to be maintained as per Delhi Fire Services Rules/Norms and other statutory Rules/Norms as applicable.
- 5.13** The Licensee agrees voluntarily and unequivocally to provide unfettered access to the fire officer of DMRC for inspection at time and agrees voluntarily and unequivocally to abide by and comply with all instructions as

may be indicated by the fire officer. Non compliance may be treated as breach of contract and license terminated.

- 5.14** Ensure that all electrical wiring, power outlets and gadgets are used and maintained properly, for guarding against short circuits/ fires.

6.0 'As is where is Basis'

The Licensee will be licensed the said premises, equipments, installations, fittings and fixtures on 'as is where is' basis and the Licensee shall not make any additions or alterations in the licensed space, installations including electric installations and wiring without the prior permission of DMRC in writing and when permitted by the Licensor the said additions and alterations shall be carried out by the Licensee at their own cost and they shall not be entitled to any compensation for any additions carried out by them in the licensed premises and the same shall vest in DMRC.

7.0 Preparation of Premises

The licensee must submit Preliminary Plans, Specifications and preliminary schedules as here under defined, to DMRC within 20 days of taking over possession of premises from DMRC. DMRC will have right to approve the Licensee's preliminary plans and specifications with such changes, as it may find necessary and compliance of all such changes and modifications in the preliminary plans as suggested by DMRC shall be mandatory. DMRC shall communicate within a period of one month from the date of submissions.

As used herein, preliminary plans and specifications shall mean schematic development documents, which shall consist of:

- 7.1 General design notes
- 7.2 Single line floor plan
- 7.3 Reflected ceiling plan
- 7.4 Electrical and telephone outlet location plan
- 7.5 Furniture and equipment layout
- 7.6 Finish plan
- 7.7 Lighting, air-conditioning and miscellaneous electricity load required
- 7.8 Electrical wiring plan and telecommunication and data wiring
- 7.9 HVAC (heating, ventilation and air-conditioning) drawing
- 7.10 Precautions and standards for maintaining hygiene and cleanliness and disposal of solid waste and effluents.
- 7.11 Provisions and measures for fire safety and fire fighting.

8.0 Hygiene

That the Licensee shall ensure that at least a high standard of hygiene is maintained in and around the site as required by the DMRC/ Municipal authorities.

9.0 Infrastructure Facilities

- 9.1 DMRC will attempt to provide the services such as electricity, water, sewage, telephone etc. only where committed in writing in the letter of allotment subject to availability and technical feasibility. Any delay in provision or supply of the above referred services shall not be reason for reduction of license fees or deferring of the same on this account. Licensee agrees that he is fully aware that not water or drainage will be provided in the licensed premises and agrees voluntarily not to seek any claim, compensation, damage or seek any other consideration whatsoever on account of non provision of these services.

9.2 Electricity

As per terms and conditions in Annexure – I (A) in case of elevated MRTS stations and Annexure-I (B) in case of under ground MRTS stations. In addition, with respect to sites in underground stations, all materials, workmanship specification must be of the standards, codes and specifications as used by DMRC in the E&M works for underground MRTS stations. All costs associated with provision of electricity will be borne solely by the licensee. The Licensee voluntarily and unequivocally agrees not to seek any claim, damages, compensation or any other consideration whatsoever on account of time and costs associated in making provision of electricity. The detailed specifications must be obtained from the office of the General Manager (Operations)/ on showing proof of allotment. (DMRC will provide only electricity as per terms & conditions and agreement. No other facility or services shall be provided by DMRC.

9.3 Air-conditioning/ Refrigeration Load

The Licensee shall indicate the estimated power/ load requirement including air-conditioning/ refrigeration load along with the electricity load distribution plan as part of the preliminary plan submissions. Air conditioning/ refrigeration within the said premises shall be arranged as required by the licensee at his own cost after obtaining all written approvals from the authorized representative of the Licensor.

9.4 Solid Waste

The Licensee will have to make arrangements for disposal of solid waste, which will be got removed from the premises on a daily basis to ensure perfect cleanliness. The Licensee will have to make arrangements for the solid waste to be separated into glass, plastic and food waste and for the food waste to be treated in a shredder to be converted into a paste. The waste will need to be expelled into a common dump or waste area provided by MCD. If waste is found disposed off on DMRC land/ premises, a **penalty** of Rs. **2000/-** may be imposed on Licensee by DMRC for each occasion.

9.5 Telephone

DMRC may give permission for installation of cables for telephone/ telecommunication equipment subject to technical feasibility. The instrument, cables and connection will be obtained by the licensee from the telephone company at his own cost. DMRC reserves the right not to give such permission.

9.6 Parking

The parking facilities provided as part of the Station parking can be used by The Licensee and all charges, fees and rules will apply as applicable to the general public and the commuters.

9.7 Encroachment

The LICENSEE will not encroach up common areas / circulating areas or any other space, and restrict his operation to within the area licensed. In case, the Licensee encroaches upon the common area, circulating area or any other space then a fine @ **Rs.500/-** on the first occasion, **Rs.2000/-** on the second occasion and **Rs. 3000/-** on the third occasion may be imposed by DMRC. Thereafter DMRC reserves the right to revoke the license for breach of contract and forfeit the interest free security deposit.

9.8 Maintenance, Cleaning and House Keeping.

The maintenance, cleaning and housekeeping within the licensed areas (with in his Kiosk) will be done by the Licensee at his own cost.

10.0 Overall control

The overall control and supervision of the premises shall remain vested with DMRC who will have the right to inspect the whole or part of the licensed premises as and when considered necessary, with respect to its bonafide use and in connection with fulfillment of the other terms and conditions of the license agreement. The observations/defects/ deficiencies as pointed by DMRC will have to be attended by Licensee in minimum possible time but in any case not later than a week. If any fixtures or utility relating to operation of the MRTS (Metro) is running in and around the area licensed, proper precautions as advised by DMRC will be taken by licensee. The loss due to obstruction so caused on the business of the licensee will not be borne by DMRC. Periodic inspections will be carried out by DMRC representatives and if any discrepancy is found then a fine of Rs 2000/- may be imposed on each occasion.

11.0 Services Provided by DMRC

Reasonable security services for the station building, cleaning, trash removal and washing building premises, adequate Lighting in the common areas and exterior lighting outside the station building shall be provided by DMRC.

In the event that any of the services provided by DMRC is interrupted or suspended by reason of accident, repair, alterations, strikes, lockout, and except as hereinafter provided, DMRC shall not be liable to the LICENSEE therefore, provided however that DMRC shall put in efforts to restore such services as soon as reasonably possible.

12.0 Maintenance & Repairs

12.1 That the LICENSEE shall bear the cost of day-to-day repairs and maintenance. All major repairs due to constructional defects shall be the responsibility of DMRC. If the major repairs or maintenance required to be carried out by DMRC are not carried out within reasonable time, the Licensee will have the right to get the needful done with prior written consent of DMRC and deduct the cost thereof from the amount payable to DMRC.

12.2 Provided however, that the Licensee shall be at liberty, without any such consent as aforesaid, to have normal fixtures or fitting and electric appliances, installed in the Demised premises. The LICENSEE shall be at liberty on the termination of this license to remove or take away his stall/kiosk and such fixtures, fittings, wires, conduits, Energy meter and electric appliances installed by him leaving the Demised Premises, as far as possible in same condition (as prevailing at the time of licensing of the said premises to the licensee) structurally, reasonable wear & tear and acts of God and nature excepted. In case the said premise is not handed over back to DMRC in good condition as required under this agreement or any damage is caused to DMRC's assets/installations/premises, DMRC reserves the right to seek exemplary damages and indemnification.

12.3 The Licensee shall pay a quarterly advance maintenance fee as per clause 4.0 sub clause 4.2 (B) of this agreement.

12.4 The said premises, which have been handed over to the licensee under this agreement, shall be kept in good condition and maintained properly by the licensee at their own cost. If the properly is not handed over in good condition as required under this agreement, DMRC reserves the right to seek exemplary damages and indemnification.

13.0 Alterations and Renovations

The LICENSEE will be allowed to carry out any alterations or renovations within the said kiosk premises but without in any way altering or damaging DMRC's structure. The Licensee will need to take prior written approval from DMRC through a

written approval from DMRC through a written notice prior to commencement of any alteration works and if necessary DMRC reserves the right to ask for and review the renovation plan/ drawings before providing consent.

The LICENSEE will be responsible for the costs of removing debris from the premises and will be responsible for all damage to the common areas like flooring, lift cars etc during the process of alteration. Any special cleaning or drain clearance necessary as a result of the alteration works and any other costs incurred by DMRC including any extra security costs, which are caused by, or in connection with, the works will also be to the LICENSEE's account. The occupant will have to bear the cost of the damage plus service charges. However before incurring any such costs the occupants will be briefed on the requirements by DMRC.

14.0 Signage

The LICENSEE will have the right to put up signages inside/or outside on the wall of kiosk only at the kiosk entrance. The signage may be illuminated or non illuminated at the LICENSEE's option, however it will need to confirm to all governmental laws, regulations or ordinance relevant thereto. The LICENSEE will need to obtain a written approval from DMRC by way of a notice before putting up any form of signage and DMRC reserves the right of refuse or to suggest an alternation to the same. The signage shape and location etc. are subject to architectural controls that may be issued by DMRC. No misuse of kiosk walls for the display of advertisements shall be permitted. Placement of Signage without the permission of DMRC or placement in non approved locations will attract a penalty of Rs.1000/- per signage on the first occasion and Rs.3000/- per signage on the second occasion. Thereafter DMRC may terminate the agreement with forfeiture of the (interest free) security deposit and advance license fees paid in its favour.

15.0 Additional space for Antenna and Other Utility Equipment

If any area in addition to the 'space' being licensed is required for installing any equipment related to provision of utilities, such Antenna etc and other related equipment, DMRC may provide such space, subject to availability and technical feasibility. **For additional space on ground floor, the rate will be calculated on pro rata basis of accepted rates i.e. license fees accepted for the main licensed space. If the space is given on the terrace or basement then license fee of 50% of the main license fee will be taken.**

The Licensee will need to ensure that the equipment does not interfere with the station installations and the Licensee will need to obtain prior written consent from DMRC for installing the equipment and for requesting DMRC to make available a suitable space/location for the same. DMRC reserves the right of refusal for installation of the equipment if it is of the opinion that the Licensees equipment will interfere with the station installations.

16.0 Misuse

The licensee shall use the granted space under the agreement only for those services provided therein and shall not use the same for any other purposes. In case, the licensee carries on any business or uses the said premises for any other purposes, the license shall be deemed to have been misused and DMRC (The Licensor) shall immediately terminate the said agreement. All liabilities for misuse charges and misuse proceedings, if so initiated shall be that of the licensee only. The Licensee will keep DMRC indemnified for any losses on this account.

17.0 Compliance with the Law

The said premises and the fixtures and the appurtenances thereto shall conform to every applicable requirement of law or duly constituted authority or the requirements of the carriers of all insurance on or relating to the Demised premises. The LICENSEE at its sole risk and expense, at all times during the term thereof promptly comply with all such requirements. The LICENSEE shall comply with all applicable statutes, ordinances, rules and regulations of central, state governments, municipal

bodies, and all applicable rules and also regulations of the Delhi Fire department. The licensee shall also comply with all rules and regulations under the Delhi Metro Railway (O&M) Act and also to instructions issued from time to time from the office of DGM/Marketing DMRC. Non-compliance with rules/regulations/ notices and laws may be treated as breach of contract and may lead to termination of contract and forfeiture of interest free security deposit and other payments. Kiosk owners shall comply with and abide by the judgments passed from time to time by Hon Supreme Court/ High Court or any other judicial/ quasi judicial body authority, the same is the responsibility of kiosk owners.

18.0 Assignment and Subletting

Any form of assigning the right to the licensee or subletting the whole or part thereof the Demised premises, will strictly not be permitted at any point during the license period and violation of the same will lead to the revoking of the license, with DMRC reserving the right to forfeit all interest free security deposits and payment made.

19.0 Extension of License period

The License shall be for a period of three years from the date of possession. Based on the first three years performance, extension may be granted for a further period of three years but only on mutually agreed terms and conditions. DMRC reserves the right not to give any further extension. The Licensee unequivocally and voluntarily agrees not to seek any claim, damages, compensation or any other consideration due to non extension of license agreement.

The licensee will have no claim for extension of license period upon expiry of license period. Any decision taken in this regard by DMRC will be final.

20.0 Surrender

The Licensee shall have the right to terminate the Agreement during the term by giving three (3) months notice in writing of his/her/their intentions. **In such a case the interest free security deposit and advance license fees paid till date will stand forfeited in favour of DMRC.** On expiry of the said period the agreement shall stand terminated.

The Licensor will have the right to terminate this agreement in case of breach of any of the terms and conditions of this agreement. **The interest free security deposit and advance license fee paid till date will stand forfeited in favour of DMRC.**

The Licensor will also have the right to relocate the kiosk and take possession of demised premises for its own use or for any other purpose, if the location offered is not acceptable to Licensee then the Licensor will be within its right to terminate this agreement by giving one months notice, the interest free security deposit will be refunded after recovering all dues.

21.0 Taxes And Other Statutory Dues

The LICENSEE shall pay all charges, assessments and electricity rates and charges and any other charges /fees/taxes that may be levied, assessed or charged against the said premises. The LICENCEE shall also pay the following charges as applicable:

- * Legal documentation charges as pertaining to the License
- * Stamp duty on each document under Indian Stamp Act 1820.
- * Fees and other charges, as payable to appropriate authorities under law.
- * Any taxes including property tax on pro rata basis and duties to statutory authorities.
- * Service Tax as applicable from time to time.

- * Appropriate Charges towards insurance of the said premises throughout the license period including third party insurance

22.0 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) occurring in the said 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. Upon DMRC's request, the LICENSEE shall submit to DMRC, suitable evidence that the foregoing policy or policies are in effect. In the event of the default i.e. avoiding the insurance cover, the licensee agrees and undertakes to indemnify and hold the licensor harmless against any and all liabilities. Losses, damages, claims, expenses suffered by the licensor as a result of such default by the licensee.

23.0 Compliance with other acts

The LICENSEE shall bear all salaries, wages, bonuses, payroll taxes or accruals including gratuity, superannuating, pension and provident fund contributions, contributions to worker's compensations funds and employees state insurance and other taxes and charges and all fringe and employee benefits including statutory contributions in respect of such personnel employed/deployed by the Licensee and these personnel shall at no point of time be construed to be employees of DMRC 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.

24.0 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 unfair activities, demonstrations in the vicinity of the site.

The Licensee shall within 45 days of possession of site shall submit the details/ Bio data of personnel, it intends to employ/deploy for manning the stall/kiosk for DMRC's approval. The personnel deployed at the demised premises shall be decent, courteous and without any adverse or criminal background. These persons shall be also free from any infectious or contagious diseases (such as TB etc.), in this connection the Licensee shall be required to furnish declaration to DMRC with respect to all his personnel deployed in the said premises. Further within 45 days of possession of site shall submit police verification report in respect of all the Licensee's personnel (to be deployed at the premises) shall be furnished by the Licensee to DMRC. All the Licensee's personnel, while manning the premises, shall be required to possess ID card and they shall wear the name badges. They shall also wear uniforms as prescribed by Licensor.

25.0 Default by LICENSEE

The occurrence of any one or more of the following event shall constitute an event of default by the LICENSEE:

The failure by LICENSEE to observe or perform any of the covenants, conditions or provisions of the agreement, where such failure continues for a period of 15 working days, after receipt of written notice there of issued by DMRC to the LICENSEE, provided however, that if the nature of the LICENSEE s default is such that it cannot be cured solely by payment of money and that more than 15 working days may be reasonably required for such cure, then the LICENSEE shall not be deemed to be in

default if the LICENSEE commence such cure within such 15 days period and thereafter diligently process such cure to completion;

- 25.1 The filing by or against the LICENSEE of a petition to have the LICENSEE adjudged bankrupt or a petition of re-organization or arrangement under any law relating to bankruptcy;
- 22.2 The appointment of a trustee or receiver to take possession of substantially all of Licensee's assets;
- 22.3 The attachment, execution or other judicial seizure of all of Licensee's assets.

26.0 DMRC's Remedies

Upon the occurrence of any event of default under the license agreement by the LICENSEE, then DMRC in addition to other rights or remedies it may have, shall have the right to terminate/revoke the License agreement upon thirty (30) days of written notice to the LICENSEE and also the right, with or without the termination of license, of re entry upon and taking possession of the Demised Premises and DMRC may remove all persons and property from the demised premises; such property may be removed and stored in any other place in the station building or in any other reasonably secure place for the account of and at the expense and risk of the LICENSEE. The LICENSEE hereby shall waive all claims for damages which maybe caused by the re entry of DMRC and taking possession of the Demised Premises or removing or storing the furniture and property as herein provided and shall save DMRC harmless from any costs or damages occasioned DMRC thereby, and no such re entry shall be construed to be a forcible entry. DMRC will continue to reserve the right to enter into a separate license agreement for the said premises without any obligations or rights towards the original LICENSEE.

27.0 Back to Back agreement for the supply of Electricity.

For resolving various disputes related to energy supply, Back to Back Agreement (POWER SUPPLY COMPANY agreement with DMRC for such supplies) shall be treated as part of this License agreement and clauses identical to those including in Power Supply agreement shall be treated as a part of this License agreement.

28.0 Other Penalty Clauses

Licensor reserves the right to impose the penalty on Licensee up to Rs.1000/- per offence on the following offenses:

- 28.1 Late payment of DMRC dues including interest accrued due to late payment. The licensee must deposit license fees by the due date. No excuse of non/late receipt of bill/invoice will be entertained as the payment schedule is clearly mentioned in the contract.
- 28.2 Not following the instructions of the DMRC Admn. Regarding Operation of Developed Property even after 10 days from the date of issue of notice.
- 28.3 Any staff of Licensee found in drunken condition / indulging in bad conduct.
- 28.4 Any staff of the Licensee found without proper uniform and/or found creating nuisance on duty
- 28.5 Sticking of stickers or hanging of banners or any other form of presentation other than allowed.
- 28.6 Improper maintenance & defacement of the Metro Property.
- 28.7 Dishonor of drafts and Cheques given by Licensee in favour of DMRC.
- 28.8 Misbehavior with staff and commuters of DMRC.

28.9 Not following safety and security norms as may be indicated by authorised representative of DMRC O&M department.

28.10 Not following instructions issued by DMRC from time to time and other violations of the contract agreement.

28.11 Encroachment on additional area without prior approval of DMRC

29.0 Conciliation and Arbitration

In the event of any dispute, difference of opinion or dispute or claim arising out of or relating to this agreement or breach, termination or the invalidity thereof, **shall firstly be attempted to be settled by conciliation.**

All disputes relating to this agreement or on any issue whether arising during the progress of the services or after the completion or abandonment thereof or any matter directly or indirectly connected with this license agreement shall in the first place be referred to a sole conciliator appointed / nominated by HOD/ Director DMRC on receipt of such requests from either party.

The conciliator shall make the settlement agreement after the parties reach agreement and shall give an authenticated copy thereof to each of the parties.

The settlement agreement shall be final and binding on the parties. The settlement agreement shall have the same status and effect of an arbitration award.

The views expressed or the suggestions made or the admissions made by either party in the course of conciliation proceedings shall not be introduced as evidence in any arbitration proceedings.

Any dispute that cannot be settled through conciliation procedure shall be referred to arbitration in accordance with the procedure given in the Para below.

The parties agree to comply with the awards resulting from arbitration and waive their rights to any form of appeal in so far as such waiver can validly be made.

Arbitration Procedure

If the efforts, to resolve all or any of the disputes through conciliation fail, then such disputes shall be referred within 30 days to a Sole Arbitrator who would be nominated by Director, Delhi Metro Rail Corporation Limited. The venue of such arbitration shall be at Delhi/ New Delhi. The award of the sole Arbitrator shall be binding on all parties. The cost of Arbitration shall be borne by the respective parties. There will be no objection if conciliator / or sole arbitrator nominated / appointed is an employee of DMRC.

30.0 Rules governing Arbitration Proceedings

The Arbitration Proceedings shall be governed by Arbitration and Conciliation Act 1996, as amended from time to time including provisions in force at the time the reference is made.

31.0 Jurisdiction of Courts

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

32.0 Notices

That any notice under the terms of this License shall be in writing by registered post or delivered personally and signed by the party or his/its duly authorised representative giving such notice. Notice shall be addressed as follows:

If to DMRC at

OFFICE OF General Manager/O
4th Floor, Metro Bhawan,
Fire Brigade Lane
Barakhamba Road
New Delhi - 110001

If to the LICENSEE ,at

Address given in the 1st page of agreement

General Terms and conditions for provision of Electricity in Elevated Section.

- a) DMRC will provide Power Supply of Single Phase, 230V, 50Hz for a max. Connected load up to 10 KW. Electrical load requirements exceeding 10 KW will be given on 3 Phase 415V, 50Hz subject to availability and technical feasibility.
- b) The power supply will be extended by licensee from DMRC's distribution boards which are located in station premises. The length of cable etc., to be provided by the licensee from distribution board (to be nominated by DMRC) shall depend upon location of his shop/stall/kiosk.
- c) Licensee will have to take power supply from DMRC's Distribution Board to the licensed premises at his cost by carrying out GI. conduit wiring cabling. Licensee shall use FRLS copper cable, which will be taken inside a GI rigid conduit pipe. The GI rigid conduit pipe shall be suitably clamped and earthed as per DMRC's requirement.
- d) Licensee will also do wiring within his stall/kiosk by using GI conduit or fire resistance PVC casing/caping. The licensee shall use FRLS copper cable of the required size (the wiring scheme, the type of wiring, size of wires, various loads, plug point, light, fan etc. shall be as per DMRC's approval).
- e) Licensee will have to provide a low voltage switch-board with MCBs & ELCB's of required capacity with an Electronic Meter having provision of MDI, TOD, etc. of required capacity at his cost. The energy meter shall be sealed by DMRC and not to be tampered by Licensee in any circumstances.
- f) Licensee shall be given only normal power supply available in station premises. Licensee may use suitable voltage stabilizers and power factor correction equipment as per his requirement.
- g) DMRC shall not be providing any standby power supply from station DG set or UPS.
- h) Licensee shall not be permitted to use any standby Diesel Generator Sets. Licensee will only be permitted to use standby UPS/ inverter system with maintenance free battery. The load of such standby UPS/ Inverter system will also be taken as a part of total connected load.
- i) The total demand load & total connected load shall be treated as same; licensee will have to pay applicable demand charges as per the total connected load only.
- j) Licensee shall use Energy efficient lighting & shall provide proper lighting fixtures, lamps, electronic ballast etc. licensee shall provide uniform & good illumination level not less than 100 Lux in any case.
- k) Licensee shall use reputed Brand/ make of electrical wiring and switch gear items. The entire work shall be carried by the Electrical Contractor/Agency at licensee's cost. DMRC's representative may inspect and supervise the work.
- l) Licensee shall provide proper earthing connection as per the applicable standards and shall terminate the same to the DMRC's Distribution board or to any other place as directed by the DMRC.
- m) Licensee will not be allowed to provide room heating appliance of any kind.
- n) The power shall be supplied normally at the rate of 0.2KVA/sq. m. of space licensed out. Minimum load to be given shall be 2KVA on which the demand

charges as applicable shall be paid by the licensee. Additional power up to 5KVA on single phase and there after on three phase system if required by the licensee will be supplied, subject to availability at an additional cost and conditions to be stipulated by DMRC.

o)The Energy consumed shall be charged based on Energy Meter Reading (KVAH) which shall be taken once in a month on a nominated day by the DMRC's representative. Licensee shall provide Test Report/ Calibration report in regard to Energy meter installed. DMRC may ask licensee to recalibrate the Energy meter whenever considered necessary by DMRC.

p)The Tariff for electricity to be charged from licensee shall be as per DERC's latest regulations and amendments thereto from time to time.

q)Licensee shall be required to sign 'back to back' agreement with DMRC on the lines; DMRC would be signing/have signed with electricity distribution company for supply of electricity.

r)The charges/deposits (such as advance energy charges, refundable consumption deposit etc) will be, as decided by DERC/DMRC as the case may be.

s)In case, the licensee draws power more than the connected load, his electricity connection shall be disconnected. The electricity connection will be provided back on first occasion only when licensee pays necessary penalty as per DERC norms and removes excess load. On the subsequent occasion, DMRC reserves the right to revoke the license and forfeit the interest free security deposit.

t)In case, the licensee is found mis-using electricity or tampering with the energy meter, a token penalty of Rs. 1000/- will be charged from him along with disconnection of power supply. Reconnection of power supply will be done only after charging Rs. 100/- as reconnection fee and clearance of all dues duly obtaining approval of Competent Authority of DMRC.

u)The licensee is required to submit electrical installation test report, declaration cum agreement along with the requested documents and application cum agreement form for LT connection.

v)The internal electric wiring must be made part of the kiosk with the number of plug & socket boards provided to match the connected load.

w)The earthing arrangement within kiosk must be part of the kiosk design and they should be connected to the earth at site.

x)It should be mandatory on the part of the kiosk owner to use only standard ISI branded products.

y)It will be the responsibility of the kiosk licensee to ensure that all electrical equipment/appliances must be connected

Declaration (for surface and elevated stations)
(On a Non Judicial Stamp Paper of Rs. 100/-)

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

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

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

The Applicant hereby agrees and undertakes:

1. that the Applicant desires to have and agrees with DMRC to take supply of energy for the above mentioned purpose, for a period of not less than two years from the date of commencement of supply and to pay for the energy so supplied and all other charges at the rates set out in the DERC's Tariff Schedule and the miscellaneous charges for supply as may be in force from time to time, including advance Consumption Deposit etc.
2. that the Applicant shall have no objection for the DISCOMs to carry out Inspections of the Applicants's Meters & Equipments & Any Observation made by such Agencies, Which are acceptable to DMRC, shall be binding on the Applicant for Attention/Compliance.
3. that DMRC shall be entitled to disconnect the supply of energy by issuing a disconnection notice in writing, to the Applicant, if the Applicant is in default of payment of the due charges.
4. that the applicant shall pay the full amount mentioned in the Monthly/Bi-monthly Consumption Bill as raised by DMRC before the last date mentioned in such Monthly/Bi-monthly Bill. ***Licensee shall provide Test Report/Calibration report in regard to Energy Meter installed. DMRC may ask Licensee to recalibrate the Energy Meter whenever considered necessary.***
5. that all or any taxes/duties, as may be levied on the supply of electricity to the Applicant by DMRC, shall be paid and borne by the Applicant.
6. that the Applicant agrees that DMRC would accept an application from the Applicant for reduction in load only after two years from the original sanction. All applications for load enhancement by the Applicant would be dealt by DMRC as a new connection and DMRC would follow the procedure as in the case of a new connection.
7. that DMRC shall have the right to recover the fixed charges due as per applicable tariff for the remaining contracted period in case the contract is terminated prior to the expiry of the contracted period.
8. that all the electrical work done within the Applicant's premises including wiring, power outlets and gadgets are used and maintained properly for guarding against short circuits/fires and are as per the Indian Electricity Rule, 1956 and other applicable laws, statutory provisions and standards in force at the time, and indemnify DMRC against any loss accrued to the Applicant on this account. Further, the Applicant agrees that if there is any harm/loss to the property of DMRC or to any other third party due to fault in the electrical work, outlets or apparatus within the premises of the applicant, all the loss shall be borne by the Applicant.

9. to pay DMRC all costs and expenses that DMRC may incur by reason of a fresh service connection being given to the Applicant.
10. to indemnify DMRC against all proceedings, claims, demands, costs, damages and expenses that DMRC may incur by reason of a fresh service connection given to the Applicant.
11. to be bound by DMRC's conditions of supply, the provisions of Delhi Electricity Reform Act, 2000, all Regulations framed by the Delhi Electricity Regulatory Commission including but not limited to Delhi Electricity Regulatory Commission (Performance Standards-Meeting & Billing), Regulations, 2002, Tariff Orders and any other law, if and as amended and applicable from time being in force.
12. that DMRC shall not be responsible for any interruption/diminution of supply.
13.
 - 13.1 **Licensee will have to provide a Low voltage switch-board with MCBs & ELCB's of required capacity with Electronics Static Energy Meters having provision of MDI, TOD etc. of required capacity at his cost** conforming to relevant BIS standards and of L&T/Havell's or similar make along with test certificate shall be arranged by the applicant. The meter shall be installed and sealed by DMRC, either within the premises of the applicant or at a common meter room/board. Applicant shall not tamper with or disturb the meter in any manner whatsoever, and shall be responsible for its safety.
 - 13.2 DMRC shall provide supply, if available, at one fixed point as per DMRC plan. All cabling work to tap off the supply from the fixed point and to avail it within his premises shall be done by the applicant. Approval to the layouts/schemes/details shall be taken from DMRC O&M wing.
 - 13.3 Only **FRLS (For elevated section)** cable of required size shall be used for tapping off supply from DMRC fixed supply to licensee premises in rigid GI Conduit pipe.
 - 13.4 **Licensee will also do wiring within his stall/kiosk by using GI conduit or fire resistance PVC casing/capping.(For Elevated Section) The Licensee shall use FRLS copper wire of the required size (the wiring scheme, the type of wiring, size of wires, various loads, plug point, light fan etc. shall be as per DMRC's approval).**
 - 13.5 **DMRC will provide Power Supply of single phase, 230V, 50Hz for a max. connected load up to 10Kw, Electrical load requirement exceeding 10 KW will be given on 3-phase, 415V, 50Hz subject to availability.**
 - 13.6 **Licensee shall be given only normal power supply available in station premises. Licensee may use suitable voltage stabilizers and power factor correction equipment as per his requirement. DMRC shall not be providing any standby power supply from station DG set or UPS.**
 - 13.7 **Licensee shall not be permitted to use any standby Diesel Generator Sets. Licensee will only be the permitted to use standby UPS/Inverter system will also be taken as a part of total connected load.**
 - 13.8 **The Total Demand Load & Total Connected load shall be treated as same. Licensee will have to pay applicable demand charges as per the Total Connected Load Only.**
 - 13.9 **Licensee shall use Energy efficient lighting & shall provide proper Lighting fixtures , Lamps, Electronic Ballast etc. Licensee shall provide uniform & good illumination level not less than 100 Lux in any case.**
 - 13.10 **Licensee shall use reputed Brand/make Electrical wiring and switch gear items. The Electrical Contractor/agency at Licensee's**

cost shall carry the entire work. DMRC's representative may inspect and supervise the work.

- 13.11 Licensee shall provide proper Earthing connection as per the applicable standards and shall terminate the same to the DMRC's Distribution Board or to any other place as directed by the DMRC. Installation Test Report issued by licensed electrical wiring contractor in the prescribed format (available with the application form) and countersigned by the applicant shall be submitted by the Licensee.**
- 13.12 Licensee will not be allowed to provide Room Heating appliance of any kind.**
- 13.13. The power shall be supplied normally at the rate of 0.2KVA/sq.m.of space licensed out. Minimum load to be given shall be 2 KVA on which the demand charges as applicable shall be paid by the Licensee. Additional power up to 10 kW on single phase and there after on three phase system if required by the Licensee will be supplied subject to availability at an additional cost and conditions to be stipulated by DMRC.**
- 13.14. In case, Licensee draws power more than the connected load, his electricity connection shall be disconnected. The electricity connection will be provided back on first occasion only when Licensee pays necessary penalty as per DERC norms and removes excess load. On the subsequent occasion, DMRC reserves the right to revoke the license and forfeit the interest free security deposit.**
- 13.15 In case, the Licensee is found mis-using Electricity or tampering with the Energy meter, a token penalty of Rs. 1000/- will be charged from him along with disconnection of power supply. Reconnection of power supply will be done only after charging Rs. 100/- as reconnection fee and clearance of all dues duly obtaining approval of Competent Authority of DMRC.**
14. that the Applicant shall have no objection at any time to the rights of DMRC to supply energy to any other consumer from the service line or apparatus installed on the Applicant's premises.
15. that the supply shall be used for the purpose that it has been sanctioned by DMRC and shall not be misused in any way to serve any other purposes.
16. that the supply shall not be extended/sublet to any other premises.
17. that the Applicant's industry/trade has not been declared to be obnoxious, hazardous/pollutant by any Government agency and that no court orders are being infringed by grant of applied electricity connection at the Applicant's premises.
18. that DMRC shall be at liberty to adjust the electricity consumption charges along with any other charges against the consumption deposit paid by the Applicant, in the event of termination of the agreement prior to the expiry of the contracted period or in case of any contractual default.
19. that DMRC shall be at liberty to transfer the dues remaining unpaid by the Applicant, after adjusting the advance consumption deposit, to other service connection(s) that may stand in the Applicant's name.
20. to allow clear and unencumbered access to the meters for the purpose of meter reading, maintenance, inspection, checking, testing etc.
21. that DMRC shall be entitled to disconnect the service connection under reference in the event of any default and /or non-compliance of statutory requirements and/or in consequence of legally binding order by statutory authority(ies)/court of Law, without prejudice to the DMRC's rights to exercise its rights under law including that of getting its due payments as on the date of connection. The Applicant undertakes to pay penalty imposed by DMRC on its own discretion for the damages caused to the leased property on account of any default or non-compliance of any statutory requirements.

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

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

Date:

Place: New Delhi

Signature of Applicant.

(Full name)

Signed and delivered in the presence of:

Witness:

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

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

SPECIFICATION OF MATERIALS(For elevated section stations)

S. No.	Item	Approved Makes
1.0	GI Conduit Pipes	BEC, AKG, Steel Kraft
2.0	GI Conduit Accesories	Confirming to BIS as per approved samples
3.0	Copper Conductor FRLS, PVC insulated wires for wiring in conduit	National, Ecko, Skytone, Finolex, Havells, Grandlay, NICCO, Asian.
4.0	Switches & Socket outlets	Crabtree, M.K.electric, Anchor, MDS, LK (Schneider)
5.0	Miniature Circuit Breaker	L&T Hager, MDS, Siemens, GE, Merlin-Gerin, ABB.
6.0	Residual Current Earth Leakage	L&T Hager, MDS, Siemens, GE, Merlin-Gerin, ABB
7.0	MCB Distribution Boards	L&T Hager, MDS, Siemens, ABB, INDO, ASIAN, Havells, GE, Schnieder
8.0	Copper Conductor XLPE Cables (FRLS) for underground cabling.	Cable Corporation of India, Universal, Fort Closter, NICCO, Finolex, Asian/RPG, Cords.
9.0	Energy Meters with MDI/TOD.	L&T, SECURE, DUCATI.



DMRC LTD.

O&M DIVISION , SHASTRI PARK DEPOT, DELHI

APPLICATION CUM AGREEMENT FORM FOR LT CONNECTION

Application No.

WITHIN DMRC AREA (FOR NEW CONNECTION/LOAD ENHANCEMENT

OR REDUCTION/CHANGE OF NAME OF CONSUMER/RECONNECTION

Paste

signed passport size colour photograph of Applicant

(do not staple)

Please Note

1. Please fill the form in Capital Letters with ink.

2. Please tick appropriate box (Right) wherever applicable.

3. Please furnish correct information.



4. Please furnish installation Test Report after completion of installation giving full details of load/machinery etc. List of Documents to be submitted along with the application for new connection.

Category	
<p>Non-Domestic Low Tension/Mixed Load High Tension</p> <p>1</p> <p>Applicant's Name (In Full) and Corporate/Permanent Address</p> <p>2. Father/Husband's Name N.A.</p>	<p>1. Installation Test Report issued by licensed electrical wiring contractor in the prescribed format (available with the application form) and countersigned by the applicant.</p> <p>2. Proof of allotment of the space/area leased out by DMRC in the form of the following: Allotment/possession letters, Lease deed, General Power of Attorney together with proof of ownership of the executor.</p>

3
Address at which Supply is required in case of a company.
Shop/Kiosk No.

4. Purpose for which supply is required (Nature of business and details of gadgets/equipments to be used)

Floor level of shop /Kiosk

Nature of business : Sale and service of Mobile phone, recharge cards, video games and other gadgets

Electricity required for Lighting and Fan, running computer, etc.

Metro station Name

Telephone No.

Mobile
9811192995
E-mail: mgrepl@live.com

5
Source of Power Supply To be filled by DMRC

6
Billing address
(Different from above)
House Flat No.
139, DDA COMPLEX ,

Street

Colony/Area
JHANDEWALAN EXTENSION, NEW DELHI

PIN
110055

Class of premises
Residential
-
Non-residential
-

Electrical Installation Test Report

Office
-
Shop or Hotel/Restaurant
SHOP

Name & Address of the Licensee :

Other (pls specify) **Location :**
Shop/Kiosk/Stall No. :
Connected Load 8 :
Energy Meter S. No. & Make :

Types of Service desired
New Connection
NEW CONNECTION
Load enhancement
-
(Manufacturer's test report is to be enclosed)

Change of Name **Date of Issue of this Certificate**
-
Load Reduction
Reconnection (Pls. Give reason of disconnection) -

Applied Load in (KW) 2KW
It is certified that all the electrical work at above installation have been carried out in compliance to the IE rules, IE acts adhering to the safety norms, rules and regulations of DMRC & that of any other statutory body. All men and material and temporary earthing have been removed from around & the installation is fit for energising.

Consumer K No. of any meter holder of the premises if provided with electricity or of the nearest premises having electricity. **I will be responsible on behalf of Licensee for non-compliance of any of the above.**

(Please fill this if applying for a new connection)

Seal & Signature of the Licensee

Seal & Signature of Electrical Contractor

Existing Consumer No. (Please fill this if applying for change of name, load enhancement etc.)
N.A. **Holding Valid Licence from NCT of Delhi**

Existing Consumer's Name (Proposed Name to be shown at S.No.1 above)
12
**M.G REFRACTORIES & ENGINEERING
PVT. LTD.**

13. Father/Husband's Name
N.A.

Existing sanctioned Load as per electricity Bill (KW)
14
NIL

15. Proposed Load (KW)
2 KW

Annexure I (B)

16
GENERAL TERMS AND CONDITIONS FOR PROVISION OF ELECTRICITY IN UNDER GROUND STATIONS.

17
Name of the Bank, Branch, MICR Code:
STATE BANK OF INDIA, MAHARAJPUR BRANCH, GHAZIABAD (U.P.)
MICR NO. 110002161
provide power supply of single phase, 415V, 50 Hz for a max connected load up to 10 KVA for kiosks and 0.2 KVA per Sq. m for shops.

PAN No. of Applicant b) Use of any PVC material is not permitted in the underground stations. GI Conduit, wiring, cabling shall be of specification given in Annexure XI. Licensee shall make sure that any cable wire used in underground station will be fire Retardant Low smoke zero Halogen (FRLSOH), copper cable.
AAFCM0847H

Document (s) attached (Please tick)
Proof of Ownership/ Occupancy
Licensee will provide a separate protection for their electric requirement with proper discrimination with up stream breaker. Licensee should obtain prior

approval of DMRC for rating of MCB and ELCB to be provided in low voltage switchboard.

d) Earthing will be provided by use of copper strip of size approx 25mm x3mm or higher, depending upon the fault level. Licensee should obtain prior approval of the earthing scheme from DMRC.

Allotment/Possession letters

Electoral Identity Card

e) Licensee will be required to execute / get all the works executed through a licensed Sub Contractor from a source point on wards. For this, he shall be required to prepare all the plans/drawings with calculations and obtain prior approval of DMRC before execution.

Electricity:

NOC

Lease deed

Passport

f) All materials, workmanship specification must be of the standards, codes and specification as used by DMRC in the E&M works for underground MRTS stations. All costs associated with provision of electricity will be borne solely by the licensee. The licensee hereby voluntarily and unequivocally agrees not to seek any claim, damages, compensation or any other consideration whatsoever on account of time and cost associated in making provision of electricity.

Property Tax Receipt

PAN Card

Registered GPA

g) The energy consumed shall be charged based on Energy Meter Reading (KVAH), which shall be taken once in a month on a nominated day by the DMRC's representative. Licensee shall provide Test Report/ Calibration report in regard to Energy meter installed. DMRC may ask licensee to recalibrate the Energy meter whenever considered necessary by DMRC.

h) The tariff for electricity to be charged from licensee shall be proper DERC's latest regulation and amendments thereto from time to time.

i) Licensee shall be required to sign 'back to back' agreement with DMRC on the lines, DMRC would be signing / have signed with electricity distribution company for supply of electricity.

Others

j) The charges/deposits (such as advance energy charges, refundable consumption deposit etc.) will be, as decided by DERC/DMRC as the case may be.

1. CERTIFICATE OF INCORPORATION, 2. MEMORANDUM & ARTICLES OF ASSOCIATION
3. AUTHORITY OF THE PERSON SIGNING BY A BOARD RESOLUTION

Any other (Please Specify)

NO IN CASE THE LICENSEE DRAWS POWER MORE THAN THE CONNECTED LOAD, HIS ELECTRICITY CONNECTION SHALL BE DISCONNECTED. THE ELECTRICITY CONNECTION WILL BE PROVIDED BACK ON FIRST OCCASION ONLY WHEN LICENSEE PAYS NECESSARY PENALTY AS PER DERC NORMS AND REMOVES EXCESS LOAD. ON THE SUBSEQUENT OCCASION, DMRC RESERVES THE RIGHTS TO REVOKE THE LICENSE AND FORFEITED THE INTEREST FREE SECURITY DEPOSIT.

*Note :- Documents required in case of

l) In case, the licensee is found misusing electricity or tampering with the energy meter, a token penalty of Rs.1,000/- will be charged from him along with disconnection of power supply. Reconnection of power supply will be done only after charging Rs. 100/- as reconnection fee and clearance of all dues duly obtaining approval of Competent Authority of DMRC.

A. Company :- 1. Certificate of Incorporation, 2. Memorandum and Articles of Association, 3. Authority of the Person signing by a Board Resolution with the duly authorized signatory Resolution.

m) From the DMRC DB to Main MCB/MCCB of shops, only XLPE insulated armoured copper conductor of size 14 cable can be used with loop earth conductor of suitable rating as per CPWD specifications.

n) Up to 10 KVA load single-phase connection can be provided and more than 5 KVA only 3 phase supply shall be provided.

B. Partnership :- Names and address of partners, Form A and Form C Certificate issued under the Partnership Act.

o) Test reports of internal wiring and cables used shall be submitted by contractor before energisation of supply.

C. Society Body Corporate :- Byelaws and resolution and Authority of the person signing.

a) New Connection for _____ KW

b) Change of Name of Consumer

c) Load enhancement/reduction from _____ KW to _____ KW

d) Reconnection of supply.

(SIGNATURE OF APPLICANT)

ACKNOWLEDGEMENT OF REQUISITION

Application No.

Date
Applicant's Name
Request made for
Existing K.No. (If any)

SPECIFICATION OF MATERIALS: (for underground stations)

1. Wiring

i. All internal wiring shall be fire retardant, low smoke zero halogen (FRLSOH – type). Wiring shall comply with the requirement of BS 7211.

ii. All wiring material and installation shall conform to requirement of NFPA – 70 (National Electrical Code).

iii. Approved Vendor for wires – M/s Reliance, M/s Polycab, M/s DUCAB Dubai, M/s Cords Cables and M/s Havells.

(SIGNATURE BY THE AUTHORISED OFFICER)

2. Cables

i. All cables used for supplying power shall be strictly fire retardant, low smoke zero halogen (FRLSOH) complying with BS 6724.

ii. All cables shall have thermo setting insulation (XLPE) and low emission of smoke and corrosive gas when affected by Fire.

iii. Approved vendor for cables - M/s Polycab, M/s DUCAB Dubai, M/s Reliance, M/s KEI.

3. Cable tray, Conduit, Cable Ladder, etc.

i. In accordance with NFPA – 130, clause 2.52, material manufactured for use as conduit, Raceway, ducts, boxes, cabinet, equipment enclosures and their surface finish material shall be capable of being subjected to temperature up to 500 degree Centigrade (932 degree Fahrenheit) for one hour and shall not support combustion under same temperature condition.

ii. Approved vendor for:

i. Conduit – M/s BEC / NIC/AKG, ISI Marked

ii. Cable Trunking and Raceway – M/s Jamna Metal Company

iii. Cable Tray, Cable Ladder – M/s Bharti Exports

iv. Wiring Accessories – M/s Clipsal

4. Luminaries (Light Fittings) and Signages.

i. Internal wiring of the luminaries/ signages panel shall also be FRLSOH type. Further any plastic used in luminaries shall be non-flammable material, meeting all the NFPA requirements, preferable by UV and shall be suitable for application. These plastics must meet UL – 64 standards on flammability of material.

ii. Approved Vendor – Philips, Keselec.

5. Fire Extinguisher

Every Shop/Property Development area must have enough fire extinguisher of following type:

1. Carbon dioxide (CO₂) and CO₂ water type Fire Extinguisher
2. The approved make for Fire Extinguisher – M/s Safex, M/s Minimax.
3. Approved make for Hose Reel – M/s Steelage, M/s Minimax.

Along with Fire Extinguisher, sand bucket of galvanized steel painted in red color and having capacity of 0.001 m³ filled with sand shall be provided

(For Underground Stations only)

Declaration

M.G Refractories & Engineering Pvt. Ltd., a company incorporated under the provisions of the Companies Act, 1956 having its registered office at 139, DDA complex, Jhandewalan Extension, New Delhi-110055 (hereinafter referred as “Applicant”, which expression shall unless repugnant to the context or

meaning thereof, include its successors and assigns), do hereby swear and declare as under

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

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

The Applicant hereby agrees and undertakes:

1. that the Applicant desires to have and agrees with DMRC to take supply of energy for the above mentioned purpose, for a period of not less than two years from the date of commencement of supply and to pay for the energy so supplied and all other charges at the rates set out in the DERC's Tariff Schedule and the Miscellaneous charges for supply as may be in force from time to time, including Advance Consumption Deposit etc.
2. That the Applicant shall have no Objection for the DISCOMs to carry out Inspections of the Applicant's Meters & Equipments & Any Observation made by such Agencies, Which are acceptable to DMRC, shall be binding on the Applicant for Attention/Compliance.
3. that DMRC shall be entitled to disconnect the supply of energy by issuing a disconnection notice in writing, to the Applicant, if the Applicant is in default of payment of the due charges.
4. that the applicant shall pay the full amount mentioned in the Monthly/Bi-Monthly Consumption Bill as raised by DMRC before the last date mentioned in such Monthly/Bi-Monthly Bill. ***Licensee shall provide Test Report/ Calibration Report in regard to Energy Meter installed. DMRC may ask Licensee to recalibrate the Energy Meter whenever considered necessary by DMRC.***
5. that all or any taxes/duties, as may be levied on the supply of electricity to the Applicant by DMRC, shall be paid and borne by the Applicant.
6. that the Applicant agrees that DMRC would accept an application from the Applicant for reduction in load only after two years from the original sanction. All applications for load enhancement by the Applicant would be dealt by DMRC as a new connection and DMRC would follow the procedure as in the case of a new connection.
7. that DMRC shall have the right to recover the fixed charges due as per applicable tariff for the remaining contracted period in case the contract is terminated prior to the expiry of the contracted period.

8. that all the electrical work done within the Applicant's premises including wiring, power outlets and gadgets are used and maintained properly for guarding against short circuits/fires and are as per the Indian Electricity Rules, 1956 and other applicable laws, statutory provisions and standards in force at the time, and indemnify DMRC against any loss accrued to the Applicant on this account. Further, the Applicant agrees that if there is any harm/loss to the property of DMRC or to any other third party due to fault in the electrical work, outlets or apparatus within the premises of the applicant, all the loss shall be borne by the Applicant.
9. to pay DMRC all costs and expenses that DMRC may incur by reason of a fresh service connection being given to the Applicant.
10. to indemnify DMRC against all proceedings, claims, demands, costs, damages and expenses that DMRC may incur by reason of a fresh service connection given to the Applicant.
11. to be bound by DMRC's conditions of supply, the provisions of Delhi Electricity Reform Act, 2000, all Regulations framed by the Delhi Electricity Regulatory Commission including but not limited to Delhi Electricity Regulatory Commission (Performance Standards-Meeting & Billing), Regulations, 2002, Tariff Orders, and any other law, if and as amended and applicable from time being in force.
12. that DMRC shall not be responsible for any interruption/diminution of supply.
- 13.

Licensee will have to provide a Low voltage switch-board with MCBs & ELCB's of required capacity with Electronics Static Energy Meters having provision of MDI, TOD etc. of required capacity at his cost conforming to relevant BIS standards and of L&T/Havells or similar make along with test certificate shall be arranged by the applicant. The meter shall be installed and sealed by DMRC, either within the premises of the applicant or at a common meter room/board. Applicant shall not tamper with or disturb the meter in any manner whatsoever, and shall be responsible for its safety.

DMRC shall provide supply, if available, at one fixed point as per DMRC plan. All cabling work to tap off the supply from the fixed point and to avail it within his premises shall be done by the applicant. Approval to the layouts/ schemes/ details shall be taken from DMRC O&M wing.

Only FRZHS cable of required size shall be used for tapping off supply from DMRC fixed supply to licensee premises ***in rigid GI conduit pipe***. (Specification and approved makes of material attached in Annx. A).

Licensee will also do wiring within his shop/stall/kiosk by using GI conduit. The Licensee shall use FRZHLs copper wire of the required size (the wiring scheme, the type of wiring, size of wires, various loads, plug point, light, fan etc. shall be as per DMRC's approval).

DMRC will provide Power Supply of single phase, 230V, 50Hz for a max. connected load up to 10 KW, Electrical load requirement exceeding 10 KW will be given on 3-phase, 415V, 50Hz subject to availability.

Licensee shall be given only normal power supply available in station premises. Licensee may use suitable voltage stabilizers and power factor correction equipment as per his requirement. DMRC shall not be providing any standby power supply from station DG set or UPS.

Licensee shall not be permitted to use any standby Diesel Generator Sets. Licensee will only be permitted to use standby UPS/Inverter System with maintenance free battery. The Load of such standby UPS/Inverter system will also be taken as a part of total connected load.

The Total Demand Load & Total Connected load shall be treated as same. Licensee will have to pay applicable demand charges as per the Total Connected load only.

Licensee shall use Energy efficient lighting & shall provide proper Lighting fixtures, Lamps, Electronic Ballast etc. Licensee shall provide uniform & good illumination level not less than 100 Lux in any case.

Licensee shall use reputed Brand/make Electrical wiring and switch gear items. The entire work shall be carried by the Electrical Contractor/agency at Licensee's cost. DMRC's representative may inspect and supervise the work.

Licensee shall provide proper Earthing connection as per the applicable standards and shall terminate the same to the DMRC's Distribution Board or to any other place as directed by the DMRC. Installation Test Report issued by licensed electrical wiring contractor in the prescribed format (available with the application form) and countersigned by the applicant shall be submitted by the Licensee.

Fire Extinguisher

- p) Every Shop/Property Development area must have enough fire extinguisher of following type:
- q) Carbon dioxide (CO₂) and CO₂ water type Fire Extinguisher
- r) The approved make for Fire Extinguisher – M/s Safex, M/s Minimax, M/s Safe Guard, conforming to IS:2878.
- s) Approved make for thermo plastic synthetic Hose Reel Type-2 conforming to IS 12585:1988 – M/s Kesra plast
- t) Along with Fire Extinguisher, sand bucket of galvanized steel painted in red color and having capacity of 0.001 m³ filled with sand shall be provided.

Licensee will not be allowed to provide Room Heating appliance of any kind.

The power shall be supplied normally at the rate of 0.5 KVA/sq. m. of space licensed out. Minimum load to be given shall be 2 KVA on which the demand charges as applicable shall be paid by the Licensee. Additional power up to 5 KVA on single phase and there after on three phase system if required by the Licensee will be supplied subject to availability at an additional cost and conditions to be stipulated by DMRC.

In case, Licensee draws power more than the connected load, his electricity connection shall be disconnected. The electricity connection will be provided back on first occasion only when Licensee pays necessary penalty as per DERC norms and removes excess load. On the subsequent occasion, DMRC reserves the right to revoke the license and forfeit the interest free security deposit.

In case, the Licensee is found mis-using Electricity or tampering with the Energy meter, a token penalty of Rs. 1000/- will be charged from him along with disconnection of power supply. Reconnection of power supply will be done only after charging Rs. 100/- as reconnection fee and clearance of all dues duly obtaining approval of Competent Authority of DMRC.

- 14.that the Applicant shall have no objection at any time to the rights of DMRC to supply energy to any other consumer from the service line or apparatus installed on the Applicant's premises.
- 15.that the supply shall be used for the purpose that it has been sanctioned by DMRC and shall not be misused in any way to serve any other purpose.
- 16.that the supply shall not be extended/sublet to any other premises.
- 17.that the Applicant's industry/trade has not been declared to be obnoxious, hazardous/pollutant by any Government agency and that no court orders are being infringed by grant of applied electricity connection at the Applicant's premises.
- 18.that DMRC shall be at liberty to adjust the electricity consumption charges along with any other charges against the consumption deposit paid by the Applicant , in the event of termination of the agreement prior to the expiry of the contracted period or in case of any contractual default.
- 19.that DMRC shall be at liberty to transfer the dues remaining unpaid by the Applicant, after adjusting the advance consumption deposit, to other service connection(s) that may stand in the Applicant's name.
- 20.to allow clear and unencumbered access to the meters for the purpose of meter reading, maintenance, inspection, checking, testing, etc.
- 21.that DMRC shall be entitled to disconnect the service connection under reference in the event of any default and/or non-compliance of statutory requirements and/or in consequence of a legally binding order by statutory authority(ies)/Court of Law, without prejudice to the DMRC's rights to exercise its rights under law including that of getting its due payments as on the date of connection. The Applicant undertakes to pay penalty imposed by DMRC on its own discretion for the damages caused to the leased property on account of any default or non-compliance of any statutory requirements.
- 22.that all details furnished in this Requisition form are true to the Applicant's knowledge. If any information is found incorrect at a later

date, the company will have the right to withhold /disconnect supply, as the case may be, and forfeit the advance consumption deposit.

23.The applicant acknowledges and accepts that the relationship of the applicant with DMRC is not that of a consumer and a licensee but that of a commercial arrangement where the applicant has taken on lease/license a premises of DMRC and the Electricity connection is being provided as a part of the above arrangement.

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

Signature of Applicant

(Full name)

Date :

Place: New Delhi

Signed and delivered in the presence of:

Witness:

1. Signature _____

Full Name _____

Complete Address _____

Phone No. _____

2. Signature _____

Full Name _____

Complete Address _____

Phone No. _____

List of Documents to be submitted along with the application for new connection

Category	
Non-Domestic Low Tension/ Mixed Load High Tension	<ol style="list-style-type: none"><li data-bbox="687 275 1366 472">1. Installation Test Report issued by licensed electrical wiring contractor in the prescribed format (available with the application form) and countersigned by the applicant.<li data-bbox="687 472 1366 707">2. Proof of allotment of the space/area leased out by DMRC in the form of the following: Allotment/possession letters, Lease deed, General Power of Attorney together with proof of ownership of the executor.

¹ Applicable in case of a company.

LIST OF USAGES BANNED

- 1.Any product/ Service the sale of which is unlawful/ illegal or deemed unlawful under any Indian act or legislation.
- 2.Any product the storage and sale of which may lead to or be considered as a fire hazard; such as fire crackers, industrial explosives, chemicals etc.
- 3.Storage and Sale of liquor and alcohol based drinks or beverages.
- 4.Sale of tobacco and tobacco products.
- 5.Gas based cooking strictly prohibited.

