

BID FORM FOR AUCTION OF NOMINATED SITES FOR KIOSKS

STAGE-2

**(APPLICABLE FOR TECHNICALLY
QUALIFIED APPLICANTS AS A
RESULT OF STAGE-1 [TECHNICAL
EVALUATION FOR ALLOTMENT
OF NOMINATED SITES FOR
KIOSKS])**

NOTICE INVITING TO BID

(DETAILED NOTICE WILL BE UPLOADED ON DMRC'S WEBSITE IN DUE COURSE)

1. As a result of technical evaluation for allotment of nominated sites for kiosks, based on the submissions made by the applicants vide their application document dated 09.03.2012, following is the list of technical qualified applicants:-

S/N	Name of the Applicant	Category (Food Kiosk/Non-Food Kiosk)
1.		To be uploaded on DMRC's website in due course.
2.		
3.		
4.		
5.		

2. The above applicants are requested to attend the auction process as per the requirements and details given as under: -

1.	Cost of Bid Form	Rs.1,575/- (incl. 5% DVAT) for each nominated site for kiosk
2.	Auction Security Money	Rs.50,000/- in the form of DD/PO for each site (subject to allotment of one nominated site for kiosk at a station)
3.	Sale of Bid Form	To be uploaded on DMRC's website in due course.
4.	Date(s) of Auction	
5.	Start time of Auction	
6.	Venue of Auction	

3. Bid Form can be obtained from the office of Jt. General Manager (Marketing), Right Wing, 4th Floor, Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi-110001. Cost of Bid Form i.e. Rs.1,575/- shall be made by Demand Draft/Pay Order drawn in favour of 'Delhi Metro Rail Corporation Ltd.' payable at Delhi. Bid Form may be downloaded from DMRC website 'www.delhimetrorail.com' and shall be submitted along with Bid Form Cost of Rs.1,575/- vide Demand Draft/Pay Order. Downloaded Bid Form submitted without Bid Form Cost of Rs.1,575/- via Demand Draft/Pay Order, as mentioned, will be rejected out rightly.
4. Bid Form, Bid Form Cost of Rs.1,575/- (if downloaded) & Auction Security Money for desired sites shall be submitted on the date of auction of the nominated sites for kiosks before participating in the auction.
5. For any clarification kindly contact Mr. Sushil Kumar Gupta or Mr. Rajiv Kumar or Mr. Devender Singh at Telephone No.011-23417910-12 Extn. No.34787.

**NAME OF THE TECHNICALLY QUALIFIED APPLICANT
PURCHASING / DOWNLOADING BID FORM**

CONTENTS OF THE BID FORM

- Instruction to Bidders
- Procedure
- Terms & Conditions
- Financial Bid Statement
- List of nominated sites for kiosks – Annexure–7
- Demarcation/Site plan of nominated sites for kiosks – Annexure–8
(Uploaded as a separate file – Nominated_Sites_For_Kiosks.pdf)
- Indicative Draft License Agreement – Annexure–9
- Procedure Order for release of electricity at nominated sites for kiosks – Annexure–10
(Uploaded as a separate file – Electricity_Annexure.doc)

BID FORM FOR AUCTION OF NOMINATED SITES FOR KIOSKS

BID FORM FOR AUCTION OF NOMINATED SITES FOR KIOSKS AT STATIONS IN VARIOUS SECTION OF DELHI METRO

INSTRUCTIONS TO APPLICANTS

1. The Bid Form can be purchased on payment of a non-refundable fee of Rs.1,575/- (incl. 5% DVAT) in the form of Demand Draft / Pay Order in favour of 'Delhi Metro Rail Corporation Ltd.' from the following address: -
Jt. General Manager/Marketing/O&M
Delhi Metro Rail Corporation Ltd.
Right Wing, 4th Floor, Metro Bhawan,
Fire Brigade Lane, Barakhamba Road,
New Delhi-110001
2. The Bid Form is also uploaded on DMRC website www.delhimetrorail.com and the same can be downloaded & used for Bidding. Bidders (successful Applicants as a result of technical evaluation [Stage-1] as declared by DMRC) must ensure that for each Bid Form they are required to enclose a Demand Draft/Pay Order of Rs.1,575/-, towards the cost of Bid Form (non-refundable) in addition to Auction Security Money of Rs.50,000/- in the form of Demand Draft/Pay Order, both in favour of 'Delhi Metro Rail Corporation Ltd.'
3. A Bid Form is valid for allotment of one nominated site for kiosk only.
4. This Bid Form (complete set), duly signed on all pages in acceptance of the terms and conditions contained therein should be carried in person by the successful applicant (of Stage-1 for technical eligibility on allotment of nominated site for kiosk) along with the Auction Security Money of Rs.50.000/- (as described above) in order to participate in the auction process.
5. Information on nominated sites for kiosks is given in Annexure-7 of this Bid Form along with demarcation/site plan of nominate sites for kiosks in Annexure-8. Bidders are advised to visit and examine nominated sites for kiosks and their surroundings at their own cost and obtain for themselves on their own responsibility, all information that may be necessary for bidding in the Auction and entering into the License Agreement. The bidder shall be deemed to have inspected the nominated site for kiosk and its surroundings beforehand and taken into account all relevant factors pertaining to the nominated site for kiosk prior to participating in the bid process. The nominated site is being offered on 'as is where is basis'. The bidder would have satisfied itself/themselves that the nominated site for kiosk is suitable for setting up the kiosk / marketing viability.

BID FORM FOR AUCTION OF NOMINATED SITES FOR KIOSKS

1.0 AUCTION

1.1 REGISTRATION

- 1.1.1 The registration will be done at the declared venue on scheduled date and time communicated to all technically qualified applicants and the details of the auction process will also be uploaded on DMRC website.
- 1.1.2 All technically qualified applicants will be required to get them registered first. For the purpose the bidder should be present for the bidding at least half an hour in advance at the declared venue to take care of emergencies. The bidder agrees voluntarily and unequivocally not to seek any claim, compensation, damages or any other consideration whatsoever on account of minor changes in venue.
- 1.1.3 Only the actual participant or their authorized representative (with authority letter in favour of authorized representative) will be allowed to participate in the auction process.
- 1.1.4 The Bidders will be required to submit duly signed Bid Form along with Demand Draft/Pay Order of Rs.1,575/- (incl. 5% DVAT) towards cost of Bid Form (non-refundable) and Rs.50,000/- towards Auction Security Money. One Bid Form can be used for allotment of one nominated site for kiosk only. The bidder must handover the Bid Forms along with Auction Security Money (DD/PO of Rs.50,000/- in favour of Delhi Metro Rail Corporation Ltd. for each nominated site for kiosk) to the DMRC auction committee before the start of the bid process. Bidders without the Auction Security Money will not be allowed to participate in the bidding process. Bidders are requested to write the Applicant's Name and Mobile number on the reverse of the DD/PO.
- 1.1.5 Every registered applicant would be given a unique registration number.
- 1.1.6 Auction of nominated site for kiosk will be as per the serial number given to each nominated site for kiosk in Annexure-7 of the Bid Form.
- 1.1.7 Technically qualified applicants interested in allotment of more than one nominated site for kiosk shall have to submit corresponding number of Bid Forms with associated cost of Bid Forms and Auction Security Money. However, only one nominated site for kiosk shall be allotted to an applicant at a metro station.
- 1.1.8 An applicant may participate in auction for any number of nominated sites to the extent their Bid Forms with associated cost and Auction Security Money are balance with DMRC and once exhausted, they will be out of the Auction Procedure.

1.2 PROCEDURE

- 1.2.1 The auction proceedings will start at the scheduled date, time and venue as communicated to the successful applicants and uploaded on DMRC website.
- 1.2.2 The auctioneer will announce the name of the station, identity/demarcation of the nominated site, area of the nominated site and the reserve price per square meter per month. The registered technically qualified applicants (Bidders) will be requested to make the bids in increments of Rs.10/- only. The bidding will be made on Rupees per square meter per month. Bidders are requested to refrain from making same bids. In case of same bid, then the bid made by the Bidders first will be taken as final.

BID FORM FOR AUCTION OF NOMINATED SITES FOR KIOSKS

- 1.2.3 In every round of bidding, the highest bid will be called out thrice, and the final bid will on the third call be accompanied by the ring of the bell. The bidders are advised not to wait for the final call to call out their bid.
- 1.2.4 Once the reserve price is announced, countdown will start and if it is found that no one is interested in the announced nominated site for kiosk then that nominated site for kiosk will be treated as "Auction Failed" and the process for auction of next nominated site for kiosk will start.
- 1.2.5 The highest bidder will be returned his submitted Bid Form and will be asked to fill his Financial Bid & resubmit the same immediately. However, highest bid does not necessarily mean allotment of nominated site for kiosk.
- 1.2.6 The Auction Security Money of the highest bidder will be retained & to be adjusted against Refundable Interest Free Security Deposit in case of final allotment after approval of the competent authority. The Auction Security Money of the unsuccessful Bidders will be returned at the end of the day.
- 1.2.7 The Bidder shall bear all the costs associated with the Auction process. The successful Bidder shall also bear all the costs for preparation of the formal agreement and no compensation or claim on this account will be entertained. The successful bidder is also required to make one copy of agreement in favour of DMRC Ltd. and one in his own favour on Rs.100/- Indian Non Judicial Stamp Paper each.
- 1.2.8 DMRC reserves the right to out rightly reject conditional offers without assigning any reason whatsoever.
- 1.2.9 The Bidders are informed that all provisions of the Metro Railways (Operation and Maintenance) Act, 2002 will be applicable to all concerned and as such advised to conduct them in an orderly manner.
- 1.2.10 DMRC reserves the right to remove any nominated site for kiosk listed in Annexure-7/8 of this bid form, from the auction process before the start of the open auction process. The bidders voluntarily and unequivocally, undertakes not to seek any claim, compensation, damages or any other consideration whatsoever, in the event of removal of any nominated site for kiosk from the bidding process.
- 1.2.11 Bidders can apply for any number of sites, but only one nominated site for kiosk shall be allotted to them at one metro station as per Annexure-7/8.
- 1.2.12 Successful bidder, as a result of the Auction process, will be required to enter into a License Agreement with DMRC for each of the nominated site for kiosk allotted. A draft indicative License Agreement along with the terms and conditions is placed as Annexure-9 of this Bid Form. Beforehand, a Letter of Acceptance will be issued to the successful Bidder, after taking approval from Competent Authority, for depositing the advance quarterly license fee (as per the Bid quoted), advance quarterly Maintenance Fees (@Rs.100/- per sqm per quarter), interest free security deposit equivalent to twelve months license fee etc. and other applicable taxes within 15 days of the issue of LOA. The Auction Security money will be forfeited if successful Bidder does not accept Letter of Acceptance (LOA) or does not respond and submit payment as mentioned in LOA issued by DMRC at the time of allotment of nominated site for kiosk and make payments as per LOA.

2.0 ACCEPTANCE OF THE OFFER

- 2.1 DMRC shall issue Letter of Acceptance (LOA) to the successful Bidder.
- 2.2 The selected bidder is required to send his unconditional acceptance of LOA

BID FORM FOR AUCTION OF NOMINATED SITES FOR KIOSKS

within three (3) days from the date of its issue. DMRC shall retain the right to withdraw the LOA in the event of the selected bidder's failure to accept the LOA within the time limit specified in the above clause. In this event, DMRC shall forfeit the EMD (Application Security Money) and Auction Security Money of the selected bidder.

3.0 EXECUTION OF LICENSE AGREEMENT

- 3.1 The successful Bidder will be required to sign the License Agreement within 30 days of issue of the LOA by DMRC. Prior to signing of the Agreement, the Bidder must satisfy the following conditions: -
- (i) The Bidder shall submit the requisite interest free security deposit equivalent to twelve months license fees & other payments as per LOA to DMRC.
 - (ii) The Bidder shall submit certified true copies of all resolutions adopted by its/their Board of Directors authorizing it/them for execution, delivery and performance of the License Agreement to DMRC before the signing of License Agreement.
- 3.2 Failure to meet above conditions will result in a breach and DMRC shall be entitled to cancel the award without being liable in any manner whatsoever to the Bidder and to appropriate the EMD (Application Security Money), Auction Security Money and any other amount deposited till that time as 'Damages'.
- 3.3 The cost of stamp duty for execution of formal license Agreement, registration charges and any other related Legal Documentation charges and incidental charges will be borne by the successful bidder.
- 3.4 In case of failure of the successful bidder to sign the License Agreement within the stipulated time, DMRC shall retain the right to cancel the Award and forfeit the Application Security Money (EMD), Auction Security Money and any other amount deposited till that time without being liable in any manner whatsoever to the successful Bidder.

4.0 TERMS & CONDITIONS

- 4.1 The bidder shall keep his bid valid for 120 days from the date of submission.
- 4.2 DMRC has the right to reject successful applicant(s) as a result of Stage-1 (Technical Evaluation) for further consideration, i.e. Stage-2 (Auction of nominated sites for kiosks), before the start of the bid process if it has reason to believe or apprehend that the inclusion of the said applicant or applicants may lead to misuse of the said sites, or any other threat to the smooth functioning of the metro rail operations.
- 4.3 All pages of this Bid Form must be signed as acceptance of terms and conditions mentioned therein and submitted to the auction committee before the start of the bid process.
- 4.4 While DMRC shall adhere to the dates mentioned in the notice inviting to bid, it reserves the right to change, modify or put on hold or terminate this schedule without assigning any reasons whatsoever.
- 4.5 DMRC reserves the right to call for additional information / clarifications from the bidders. The bid applicants should furnish such requirements within such time as may be permitted by DMRC.
- 4.6 The applicant shall bear all costs associated with the preparation of the bid and DMRC will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bid process.

BID FORM FOR AUCTION OF NOMINATED SITES FOR KIOSKS

- 4.7 DMRC reserves the right to reject outright conditional bids without assigning any reason whatsoever.
- 4.8 The participation in auction process constitutes no form of commitment on the part of DMRC, whether in respect of the selection or otherwise. Furthermore, this bid form confer neither the right nor the expectation on any applicant to participate in the bidding process.
- 4.9 Nothing in this bid form or in any communication issued by DMRC or any of their advisers or officers or employees shall be taken as constitution an agreement, offer, acceptance, warranty, covenant, confirmation or representation to the recipient of this bid form or any other party.
- 4.10 The decision of DMRC on applicants who qualify will be final and no queries or clarifications by any party will be entertained in the matter.

BID FORM FOR AUCTION OF NOMINATED SITES FOR KIOSKS

BID FORM

1. I/We hereby offer to take up on license basis the nominated site for kiosk indicated as _____ (refer annexure-7) measuring approximately _____ square meters (refer annexure-7) at _____ metro station, as demarcated in the site plans attached with this Application Document (refer annexure-8), and operate a _____ (refer para 2.0 Scope of Work of the application document, subject to annexure-1 as in the Application Document on Technical Eligibility [Stage-1]) retail outlet thereon as per terms of this bidding.

2.
 - a) I/We shall pay to DMRC a Quarterly Fixed License Fees of Rs. _____ for above nominated site for kiosk for a period of 3 (Three) years. The above fixed quarterly license fees has been calculated on the basis of bid made by me on Rupees per square meter per month i.e. Rs. _____ x Area of the nominated site for kiosk x 3.
 - b) I/We shall also pay to DMRC a Quarterly Fixed Maintenance Fees of Rs.100/- per square meter actual area licensed out to me by DMRC for above nominated site for kiosk, for maintenance of common areas and services, for a period of 3 (Three) years.
 - c) I/We shall also pay Service Tax, as applicable, from time to time.
 - d) I/We shall pay interest free Security Deposit (Refundable on completion of license period) of Rs. _____ (equivalent to 12 months license fees of the nominated site for kiosk) within 15 days from the date of issue of Letter of Acceptance (LOA) along with the first advance quarterly license fees, maintenance fees & other charges as applicable.
 - e) I/We agree that the fixed quarterly license fees and maintenance fees and interest free security deposit will be scaled up by 5% every year on a compounding basis.
 - f) I/We agree to take possession of the nominated site for kiosk on the 16th day of the date of issue of LOA. I/We agree to pay license fees for the nominated site for kiosk from 31st day from the date of hand over of nominated site or 15 days from approval of kiosk design and material specifications if the same are submitted within 15 days from the date of handover of nominated site. I further agree to install the kiosk, on BUILT, OPERATE & TRANSFER (BOT) Basis, at the nominated site within 90 days from the date of taking over possession of the nominated site. Upon completion of the license period, I/We agree to handover the kiosk structure to DMRC.

3. I/We confirm that I/We have read and understood the rules and regulations regarding the bidding process for licensing of the nominated site for kiosk, inspected the location, conditions of physical infrastructure available on the site, plans and specifications of the site and offer my/our acceptance to execute the project as per the terms and conditions contained herein in this document.

BID FORM FOR AUCTION OF NOMINATED SITES FOR KIOSKS

4. The final license fees and other charges will be worked out on the basis of area handed over and based on actual measurement. Further the area will be re-measured after installation of the kiosk structure by the licensee, (licensee to take due approval on plans and material specification from DMRC) as per DMRC's approved procedure and guidelines in vogue. Necessary adjustment, if any, in payment will be made in subsequent payments of quarterly license fees and other charges.

5. I/We require _____ KVa of electricity load to operate the retail outlet. I/We also confirm our understanding that provision of the requested electricity load is subject the availability and technical feasibility. Applicable procedure order on release of power supply at such installations devised by DMRC shall be followed by me/us (Annexure-10). Priority supply will be for station utilities and services. I/We voluntarily and unequivocally agree not to seek any claim, compensation, damages or any other consideration whatsoever on account of non-provision of the required electricity load. I/We agree to make all payments/deposits related to provision of electricity and consumption thereof.

Signed

(Name of the Authorised Signatory)

For and on behalf of

(Name of the Bidder)

Designation :

Place :

Date :

BID FORM FOR AUCTION OF NOMINATED SITES FOR KIOSKS

Annexure-7

LIST OF NOMINATED SITES FOR KIOSKS

S/N	LINE	STATION NAME	SITE IDENTIFICATION	PAID/UNPAID AREA	SIZE	AREA (sqm)	RESERVE PRICE
1	L-2	UDYOG BHAWAN	UDB/K-1	UNPAID	2*2	4	1,500.00
2			RCC/K-1	UNPAID	2*2	4	1,100.00
3		RACE COURSE	RCC/K-2	UNPAID	3*2	6	1,100.00
4			RCC/K-4	UNPAID	2*2	4	1,100.00
5		JOR BAGH	JB/K-1	UNPAID	2*2	4	1,100.00
6			JB/K-2	UNPAID	3*2	6	1,100.00
7			JB/K-4	UNPAID	2*2	4	1,100.00
8		INA	INA/K-1	UNPAID	3*2	6	2,500.00
9			INA/K-2	UNPAID	2*2	4	2,500.00
10		GREEN PARK	GNPK/K-1	UNPAID	2*2	4	2,500.00
11			GNPK/K-2	UNPAID	3*2	6	2,500.00
12		HAUZ KHAS	HKS/K-1	UNPAID	2*2	4	2,500.00
13			HKS/K-2	UNPAID	3*2	6	2,500.00
14			HKS/K-5	UNPAID	3*2	6	2,500.00
15		MALVIYA NAGAR	MVNR/K-1	UNPAID	2*2	4	2,500.00
16			MVNR/K-2	UNPAID	3*2	6	2,500.00
17			MVNR/K-4	UNPAID	2*2	4	2,500.00
18			MVNR/K-5	UNPAID	2*2	4	2,500.00
19	L-3	DWARKA SEC-8	DWET/K-2	PAID	2*2	4	1,100.00
20			DWET/K-3	PAID	2*2	4	1,100.00
21	L-4	KAUSHAMBI	KSHI/K-1	UNPAID	1.8*2.25	4.05	2,500.00
22			KSHI/K-3	UNPAID	3*2	6	2,500.00
23			KSHI/K-5	UNPAID	2*2	4	2,500.00
24			KSHI/K-6	UNPAID	2*2	4	2,500.00
25			KSHI/K-7	UNPAID	2*2	4	2,500.00
26			KSHI/K-8	UNPAID	2*2	4	2,500.00
27			KSHI/K-9	UNPAID	2*2	4	2,500.00
28			KSHI/K-10	UNPAID	2*2	4	2,500.00
29			KSHI/K-11	UNPAID	2*2	4	2,500.00
30			VAISHALI	VASI/K-1	UNPAID	3*2	6
31		VASI/K-2		UNPAID	2*2	4	2,500.00
32		VASI/K-4		UNPAID	2*2	4	2,500.00
33		VASI/K-5		UNPAID	2*2	4	2,500.00
34		VASI/K-6		UNPAID	2*2	4	2,500.00
35		VASI/G/K-7		UNPAID	2*2	4	2,500.00
36		VASI/G/K-8		UNPAID	2*2	4	2,500.00
37		VASI/G/K-10	UNPAID	2*2	4	2,500.00	
38	L-5	SATGURU RAM SINGH MARG	SRSM/C-1	PAID	2*2	4	1,100.00
39			SRSM/C-2	PAID	2*2	4	1,100.00
40			SRSM/C-3	PAID	2*2	4	1,100.00

BID FORM FOR AUCTION OF NOMINATED SITES FOR KIOSKS

41		PASCHIM VIHAR WEST	PVW/C-4	UNPAID	1.8*2.8	5.04	1,100.00
42		PEERAGARHI	PAGI/UC-3	UNPAID	2*2	4	1,500.00
43	L-6	LAJPAT NAGAR	LJPN/A	UNPAID	2*2	4	2,500.00
44		MOOLCHAND	MLCD/C	PAID	2*1.8	3.6	1,100.00
45			MLCD/D	PAID	2*1.5	3	1,100.00
46		GOVINDPURI OKHLA	GDPI/B	PAID	2*2	4	2,500.00
47			OK/A	PAID	2*2	4	1,100.00
48		JASOLA APOLLO	JLA/A	UNPAID	1.5*1.5	2.25	1,500.00
49			JLA/D	UNPAID	2*2	4	1,500.00
50			JLA/F	UNPAID	2*2	4	1,500.00
51			JLA/G	UNPAID	2*2	4	1,500.00
52		MOHAN ESTATE	METE/A	PAID	2*2	4	1,100.00
53			METE/B	PAID	2*2	4	1,100.00
54			METE/C	UNPAID	2*2	4	1,100.00
55			METE/D	UNPAID	2*2	4	1,100.00
56			METE/E	UNPAID	2*2	4	1,100.00
57		TUGHLAKABAD	TKBD/A	UNPAID	2*2	4	1,100.00
58			TKBD/B	UNPAID	2*2	4	1,100.00
59			TKBD/E	UNPAID	2*2	4	1,100.00
60			TKBD/F	UNPAID	2*2	4	1,100.00
61			TKBD/G	UNPAID	2*2	4	1,100.00
62		BADARPUR	BAPU/B	PAID	2*2	4	2,500.00
63			BAPU/C	UNPAID	2*2	4	2,500.00
64			BAPU/H	UNPAID	2*2	4	2,500.00
65			BAPU/I	UNPAID	2*2	4	2,500.00
66			BAPU/J	UNPAID	1.5*3	4.5	2,500.00

BID FORM FOR AUCTION OF NOMINATED SITES FOR KIOSKS

Annexure-8

LOCATION PLANS / DEMARCATION OF NOMINATED SITES FOR KIOSKS

Uploaded as a separate file – Nominated_Sites_For_Kiosks.pdf

BID FORM FOR AUCTION OF NOMINATED SITES FOR KIOSKS

Annexure-9

DRAFT LICENSE AGREEMENT

THIS AGREEMENT entered into at Delhi on this ----- day of ----- 2012 between Delhi Metro Rail Corporation Ltd. incorporated under the Companies Act, 1956 having its registered office at Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi-110001, India, hereinafter referred to as 'DMRC' (which expression shall unless repugnant to the context mean and include it's successors and assigns) of the First Party

AND

M/s _____ having its registered office at _____ and represented by _____ 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 evaluated the application from M/s _____ and as a result of Auction allotted nominated site for food / non food kiosk [select applicable item]. The installation/fabrication of kiosk, its operation and business thereof at the nominated site shall be done as per para 2.0 'Scope of Work' of the Application Document for technical eligibility (stage-1) for allotment of nominated sites for kiosks. The nominated site at _____ [name of the station], demarcated as ____ with an area of ____ sqm.
- b) The application/offer being acceptable to DMRC.
- c) The nominated site for kiosk will be re-measured after the installation of kiosk as per DMRC's approved policy on measurement and the license fees and other charges would be levied from day one of the rental start accordingly.

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 Application Document for technical eligibility for allotment of nominated sites for kiosks (stage-1), Addendum (if any), Reply to Query (if any), Bid Form (Stage-2) etc.
 - 1.2 All requisite supporting documents essential for technical eligibility.
 - 1.3 Letter of Acceptance no _____ dated _____.
- 2.0 DMRC hereby agrees to provide a portion of its premises admeasuring approx. ____ sqm (may vary depending on requirement, feasibility and availability of space) area indicated in Annexure-7, only at the places provided for these services at Metro Stations indicated and demarcated in

BID FORM FOR AUCTION OF NOMINATED SITES FOR KIOSKS

plans placed as Annexure–8 of this document, hereinafter referred to as “the said premises” solely for the purpose of carrying out the business defined in Para 2.0 ‘Scope of Work’ of the Application Document for technical eligibility for allotment of nominated sites for kiosks (stage–1), hereto referred to as “the said business”. The actual area will be re-measured after installation of kiosk. 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 and other maintenance charges. Interest free security deposit will not be reduced in case of any reduction in the area actually handed over/occupied however if there is any increase in the area handed over/occupied the interest free security deposit will be charged on the pro-rata basis.

3.0 The kiosk sites exclusively belong to 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 the date of rental start and shall continue for a period of three (3) years from the date of rental start unless otherwise terminated as provided in Termination clause.

4.0 That the "LICENSEE" hereby covenants as follows: -

4.1 I/We hereby offer to take up on license basis nominated sites for kiosks of approx. 2.25 to 6 sqm (may vary depending on requirement of licensee and availability of space indicated in detail in Annexure –7, of this bid form and demarcated in conceptual site plans attached as part of Annexure–8 and operate retail outlets thereon as per terms of this agreement).

4.2 I/We shall confirm / pay to DMRC: -

S/N	Subject	Remarks
1.	Submission of unconditional Acceptance of Letter of Acceptance from the date of issue of LOA.	Within 3 (three) calendar/working days from the date of issue of Letter of Acceptance.
2.	Payments of interest free SD, advance L/Fee, S/Tax on L/Fee, OMC and any other payment as in letter of Acceptance.	Within 15 (fifteen) days from the date of issue of Letter of Acceptance.
3	Fixed Quarterly license fees and service tax as applicable for carpet area licensed by DMRC to be paid quarterly.	In advance during the last week of the running quarter.
4.	Fixed Quarterly Maintenance fee of actual carpet area and service tax (if applicable) for carpet area licensed out by to be paid quarterly.	In advance during the last week of the running quarter.
5.	Total fit out period from the	30 days from the date of hand

BID FORM FOR AUCTION OF NOMINATED SITES FOR KIOSKS

	date of handing over of nominated site for kiosk	over of nominated site for kiosk or 15 days from approval of kiosk design and material specifications if the same are submitted by licensee to DMRC within 15 days from the date of handover of nominated site for kiosk.
6.	Date of Start of license fee (rental start)	License Fees for the nominated sites for kiosks will start from 30 days from the date of hand over of nominated site or 15 days from approval of kiosk design and material specifications if the same are submitted by licensee within 15 days from the date of handover of nominated site for kiosk.
7.	License period	Shall continue for a period of three (3) years from the date of rental start. Upon completion of tenure, the licensee voluntarily agrees to handover the possession of kiosk to concerned Station Manager / Incharge.
8.	Escalation (%) on (License Fees, other Maintenance Charges, Refundable Interest free Security Deposit) each year till contract period reckoned from the date of start of license fee.	5% per annum on compounding basis.
9.	Total refundable Interest Free Security Deposit equivalent to 12 Months license fees as per LOA & will be returned only on completion of the full term of license & the same will be increased by 5% on completion of every year of license on compounding basis.	Rs. _____. (in words _____).

- 5.0 That the LICENSEE will at his expense and costs employ / engage suitable personnel for providing efficient service in respect of storage and sale of the said products in the said premises.
- 6.0 That the LICENSEE shall appoint a Manager/Supervisor whose scope of services shall be as follows:
- 6.1 Stores only the products of approved & licensed manufacturers and shall regularly pay the bills of the suppliers of the said materials & ingredients.

BID FORM FOR AUCTION OF NOMINATED SITES FOR KIOSKS

- 6.2 Sells only products & services permissible by DMRC O&M administration other than that indicated in Annexure-1 (banned list as in Application Document for technical eligibility [Stage-1]). For Food kiosk all items sold are to be pre-cooked as well as pre-packed. Only branded, sealed and packaged items duly marked rate of manufacture, date of best use/expiry are to be sold. Only pre-heating is allowed. No cooking is to be done in station premises.
- 6.3 Supervise the operations in the said premises.
- 6.4 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 food Products (for Food Kiosk) are prepared up to the standards prescribed by the Food Safety & Standards Act, 2006. Further, all provision of the said Act are being followed.
- 6.5 Adhere to the quality standards to the said products. All standards of a food kiosk as per extant policy of allotment of kiosks of DMRC must be met by licensee .
- 6.6 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.
- 6.7 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.
- 6.8 Ensure that fire detection and suppression measures where installed inside his premises are kept in good working condition. The Licensee will in any case keep firefighting 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.
- 6.9 Ensure that all electrical wiring, power outlets and gadgets are used & maintained properly for guarding against short circuits/fires & observing all notified statutory provisions and standards. Electrical cabling should be done as per DMRC standards including LSZH in underground stations. Fire fighting equipments shall be provided within the kiosk as per DMRC guidelines by licensee at his own cost. Additional electricity load could be provided subject to availability and technical feasibility. Electricity charges including associated deposits shall be borne by licensee as per actual/demanded by DMRC.
- 6.10 DMRC shall deal only with the licensee for all aspects of the agreement including receipt of all payments/dues etc.
- 6.11 For Food Kiosks, drinking water shall be provided on all counters of licensee at the rate of Rs.2/- per 200 ml or as per applicable kiosk policy of DMRC. DMRC has no objection to installation of water

BID FORM FOR AUCTION OF NOMINATED SITES FOR KIOSKS

- vending machines inside the kiosks, but no commitment whatsoever is made for the provision of water to the sites by DMRC.
- 6.12 Rate list shall be displayed at each counter and licensee is free to fix the rates of all items except water. In any case, the prices of items cannot be above MRP.
- 6.13 That the LICENSEE hereby agrees that they fulfill all technical criteria as per allotment of kiosk policy. The LICENSOR reserves its right to accept the same in principle and subject to verification. Further, if at a later stage, it is found that any supporting document is false or untrue then the LICENSOR is free to take action as breach of contract.
- 7.0 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.
- 8.0 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 LICENSEE's employees against DMRC.
- 9.0 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.
- 10.0 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 & clearly understood, agreed & declared by and between the parties hereto that:
- 10.1 That the LICENSEE shall not have or claim any interest in the said premises as a tenant/ sub-tenant or otherwise.
- 10.2 That no right as a tenant/ sub-tenant or otherwise is purported or 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 licensed space under this License Agreement; and
- 10.3 That the rights, which LICENSEE shall have in relation to the said premises are only those set out in this Agreement.
- 11.0 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.

BID FORM FOR AUCTION OF NOMINATED SITES FOR KIOSKS

- 12.0 LICENSEE shall deliver to DMRC peaceful vacant physical possession of the Demised Premises i.e. kiosk structure at the end of the term of the license in accordance with this Agreement, in the same condition in which it was built by licensee except for reasonable wear and tear and acts of God and nature.
- 13.0 **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, 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 peaceful vacant physical possession of the said Demised Premises i.e. kiosk structure. Upon such termination, the interest free security deposit and advance license fee paid till date shall stand forfeited in favour of the licensor (DMRC). The vacant possession of the kiosk sites/structure will be handed over to the station manager / authorised personnel of the licensor.
- 13.1 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.
- 13.2 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.
- 14.0 That if the LICENSEE fails to vacate and hand over the kiosk to DMRC within a grace period of 07 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. 50/- 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.
- 15.0 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:
- 15.1 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.
- 15.2 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

BID FORM FOR AUCTION OF NOMINATED SITES FOR KIOSKS

by DMRC or by any person or persons claiming through under or in trust for him.

- 15.3 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.

16.0 Termination

- 16.1 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.

- 16.2 Upon termination of this Agreement for any reason whatsoever: -

- i) LICENSEE is required to handover the keys of the kiosks structures & give the peaceful possession to the concerned Station Manager of the Metro Station within seven days of date of end of license. All stores placed in the kiosk should be removed within seven days of expiry of license period. In the event of failure, all storages found inside the kiosk will be treated as Scrap and the same shall be disposed off as per policy of DMRC at zero residual value to DMRC. All kiosk structures on as is where basis will become the sole property of DMRC after the termination of the contract naturally or prematurely. The electrical installations will also become the sole property of DMRC after the termination of the contract naturally or prematurely. The licensee voluntarily agrees not to seek any claim, damages, compensation or any other consideration whatsoever on this account.
- 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.

BID FORM FOR AUCTION OF NOMINATED SITES FOR KIOSKS

17.0 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.

18.0 That the Agreement provided herein shall terminate at the end of the period agreed to herein i.e., on last day of three years period from the date of rental start of the said premises, except that the agreement may also be terminated earlier in accordance with the terms of this agreement.

19.0 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.

20.0 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/written demand for same may not have been received by him and to collect the details of due payment i.e license fee, late payment, interest, penalty or any dues etc on quarterly basis from PD Cell/O&M. The licensee also agrees voluntarily not to seek any claim, compensation, damages or any other consideration

21.0 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 aforementioned causes.

22.0 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.

23.0 That the licensee shall be responsible to obtain any or all permission and/or clearances from any/all authorities, governmental or otherwise and DMRC

BID FORM FOR AUCTION OF NOMINATED SITES FOR KIOSKS

shall not be liable or responsible for any of the act or omissions committed on the part of the licensee.

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, month and year first before written.

DATE

DATE

(Authorised Signatory)
FOR AND ON BEHALF OF
DMRC Ltd.

(Authorised Signatory)
FOR AND ON BEHALF OF
M/s

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

M/s

BID FORM FOR AUCTION OF NOMINATED SITES FOR KIOSKS

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 13.0 (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 outstanding 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 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 LICENSEEs. The Licensor will then forfeit the security deposit and advance license fee paid.

4.0 Finishes

The premises will be handed over by DMRC on 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

BID FORM FOR AUCTION OF NOMINATED SITES FOR KIOSKS

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. 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-1 (Banned list as in Application Document on Technical Eligibility [Stage-1]).
- 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.
- 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,

BID FORM FOR AUCTION OF NOMINATED SITES FOR KIOSKS

tidy and as per DMRC standards then penalty upto Rs 2,000/- 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 all times and agrees voluntarily and unequivocally to abide by and comply with all instructions as may be indicated by the fire officer. Non compliance of instructions may be treated as breach of contract and may lead to termination of license agreement.

6.0 'As is where is Basis'

The Licensee will be licensed the nominated sites for kiosks 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 15 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 its approval 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

BID FORM FOR AUCTION OF NOMINATED SITES FOR KIOSKS

- 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 no 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 for elevated / underground MRTS stations (Annexure-10). 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 Jt. General Manager/Marketing/O&M 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

BID FORM FOR AUCTION OF NOMINATED SITES FOR KIOSKS

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. 2,000/- 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 upon 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.2,000/- on the second occasion and Rs. 3,000/- 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 the 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, in case, if any discrepancy is found then a fine of Rs 2,000/- 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.

BID FORM FOR AUCTION OF NOMINATED SITES FOR KIOSKS

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, however, 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 of the kiosks.

12.2 The kiosk / premises shall be handed over back to DMRC in a good conditions and if any damage is caused to DMRC's assets/installations/premises, 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 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 on 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.1,000/- per signage on the first occasion and Rs.3,000/- 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.

BID FORM FOR AUCTION OF NOMINATED SITES FOR KIOSKS

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 regulations of the Delhi Fire department. The licensee shall also comply with all rules and regulations under the Metro Railways (Operations & Maintenance) Act, 2002 and also to instructions issued from time to time from the office of JGM/Marketing/O&M, 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'ble Supreme Court/High Court or any other judicial/quasi judicial body/authority. The same shall be 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 other payments made.

BID FORM FOR AUCTION OF NOMINATED SITES FOR KIOSKS

19.0 Extension of License period

The License shall be for a period of three years from the date of rental start. 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 of License Agreement 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 pertaining to the License
- * Stamp duty on each document under Indian Stamp Act 1899.
- * 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
- . The licensee agreed to pay property tax as per decision of Hon'ble Supreme Court .

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

BID FORM FOR AUCTION OF NOMINATED SITES FOR KIOSKS

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 licensee shall submit police verification report in respect of all the personnel to be deployed at the premises. 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:

25.1 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;

BID FORM FOR AUCTION OF NOMINATED SITES FOR KIOSKS

- 25.2 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;
- 22.3 The appointment of a trustee or receiver to take possession of substantially all of Licensee's assets;
- 22.4 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 may be 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.1,000/- per offence on the following offenses:

An imposition of fine/warnings on more than 5 occasions will result in termination of the contract.

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 Administration 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/ID Card and/or found creating nuisance on duty.

BID FORM FOR AUCTION OF NOMINATED SITES FOR KIOSKS

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	Misbehavior with staff and commuters of DMRC.
28.8	Not following safety and security norms as may be indicated by authorised representative of DMRC O&M department or under Metro Railways (Operation & Maintenance) Act, 2002.
28.9	Not following instructions issued by DMRC from time to time and other violations of the contract agreement.
28.10	Encroachment on additional area without prior approval of DMRC.
28.11	As a special case: Dishonor of drafts and Cheques given by Licensee in favour of DMRC. The licensee will be penalized amounting to Rs.2,000/-.

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 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/General Manager, 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.

BID FORM FOR AUCTION OF NOMINATED SITES FOR KIOSKS

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 made 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/PB
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

**PROCEDURE ORDER FOR RELEASE OF ELECTRICITY
AT NOMINATED SITES FOR KIOSKS**

Uploaded as a separate file – Electricity_Annexure.doc