Draft License Agreement
For Licensing of Built-up & Bare shell structure
of Corporate Park (D21) Dwarka, New Delhi
(DLA-D21)

September - 2014

Delhi Metro Rail Corporation Ltd.
Metro Bhawan
Fire Brigade Lane, Barakhamba Road
New Delhi-110 001
India
## CONTENTS

<table>
<thead>
<tr>
<th>Chapter No</th>
<th>Items</th>
<th>Page No</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>License Agreement</td>
<td>3</td>
</tr>
<tr>
<td>2</td>
<td>Definitions</td>
<td>5</td>
</tr>
<tr>
<td>3</td>
<td>Grant of License</td>
<td>8</td>
</tr>
<tr>
<td>4</td>
<td>Maintenance and Operation of Built-up &amp; Bare shell structure</td>
<td>13</td>
</tr>
<tr>
<td>5</td>
<td>Rights and Obligations</td>
<td>16</td>
</tr>
<tr>
<td>6</td>
<td>Indemnity and Insurance</td>
<td>19</td>
</tr>
<tr>
<td>7</td>
<td>Force Majeure</td>
<td>21</td>
</tr>
<tr>
<td>8</td>
<td>Breaches/Surrender/Termination of License Agreement</td>
<td>22</td>
</tr>
<tr>
<td>9</td>
<td>Dispute Resolution</td>
<td>26</td>
</tr>
<tr>
<td>10</td>
<td>Representations And Warranties</td>
<td>27</td>
</tr>
<tr>
<td>11</td>
<td>Miscellaneous</td>
<td>29</td>
</tr>
<tr>
<td>Annexure- I</td>
<td>Schedule of Licensed Spaces</td>
<td>31</td>
</tr>
<tr>
<td>Annexure- II</td>
<td>List of Banned Usage</td>
<td>32</td>
</tr>
<tr>
<td>Annexure- III</td>
<td>Undertaking regarding payments though RTGS/NEFT/ECS</td>
<td>33</td>
</tr>
<tr>
<td>Annexure- IV</td>
<td>Availability of electrical, air-conditioning &amp; fire protection system and corresponding terms/ conditions/ procedure</td>
<td>36</td>
</tr>
<tr>
<td>Annexure- V</td>
<td>Material Specification for renovation / refurbishment of premises</td>
<td>83</td>
</tr>
<tr>
<td>Annexure- VI</td>
<td>Handing Over Note</td>
<td>92</td>
</tr>
<tr>
<td>Annexure- VII</td>
<td>Taking Over Note</td>
<td>93</td>
</tr>
<tr>
<td>Annexure- VIII</td>
<td>Format of Bank Guarantee</td>
<td>94</td>
</tr>
<tr>
<td>Annexure- IX</td>
<td>Plan of licensed spaces at D-21 Corporate Park</td>
<td>98</td>
</tr>
<tr>
<td>Annexure-X</td>
<td>Certificate of Fire Clearance</td>
<td>99</td>
</tr>
<tr>
<td>Annexure-XI</td>
<td>Clearance from Airport Authority of India</td>
<td>100</td>
</tr>
</tbody>
</table>
CHAPTER: 1

DRAFT LICENSE AGREEMENT

Agreement No _______ of Year _______

THIS AGREEMENT is executed on this _____ day of _____________ 2014 at Delhi

BY AND BETWEEN

The 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 the “Licensor” or “DMRC” (which expression shall unless repugnant to the context mean and include its successors and assigns) of the First Party

AND

M/s ____________________________, having its registered office at ____________________________, and represented by (COMPANY / CONSORTIUM) ____________________________, 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 augment its revenues through non-operating measures, had invited open bids from the interested parties. After consideration of the offers, DMRC has selected M/s ____________ as “Licensee” for assigning Licensing rights of Built-up and / or Bare Shell Structure as given in Annexure-I at D-21 Corporate Park hereinafter called “Licensed Space”, on “as is where basis is”.

b) DMRC has agreed to provide to the Licensee, the Licensing Rights of Licensed Space (pre identified by DMRC) on “as is where is basis”, on payment of License Fee and other charges to DMRC on the terms and conditions hereunder contained in this License Agreement.

c) Licensee shall use, develop, manage, operate, maintain, market and sub-license Licensed Space (through proper sub-license Agreement) licensed to them at DMRC depot as specified in this Agreement at its own cost.

NOW THEREFORE, in lieu of the mutual promise and consideration set out herein DMRC and the Licensee (hereinafter collectively called “Parties”) witnessed and hereby agree as follows:
A. The several documents forming this Agreement are to be read as mutually explanatory to one another and, unless otherwise expressly provided elsewhere in this Agreement, in the event of any conflict, discrepancy or ambiguity between them, the priority of documents shall be in the order:

i. This Agreement

ii. Letter of Acceptance No. _____________________________ dated ______________

iii. The written clarifications and addenda issued to the Bidders

iv. Any other document of DMRC and Licensee forming part of the Bidding Process.

B. The Licensee hereby covenants as follows:

i. Licensee hereby assumes responsibility for the Licensed Space of DMRC at D-21 Corporate Park as given in Annexure-I. Licensee shall be responsible to manage, operate, maintain, use, market and sub-license the Licensed Space as specified in this Agreement at its own cost.

ii. Licensee irrevocably agrees to make all payments including License Fee as per this Agreement as and when due, without delay or demur, without waiting for any formal advice from DMRC in this regard.

iii. The Licensee confirms having examined the potential locations inside D-21 Corporate Park in detail and fully understands and comprehends the technical requirements of the built-up & bare shell structure. The Licensee also confirms full satisfaction as to the business viability of licensing the Licensed Space inside the depot and hereby voluntarily and unequivocally agrees not to seek any claim, damages, compensation or any other consideration, whatsoever on this account. The Licensee also confirms having made independent assessment of present and future market potential and no future claim what so ever regarding change in market circumstances shall be used by it as an alibi or excuse for non-payment of License Fee and other amounts due to DMRC under this License Agreement.

C. That DMRC and LICENSEE represent and warrant that they are empowered, authorized and able to make this agreement.
CHAPTER: 2
DEFINITIONS

a) “Agreement” means the License Agreement to be executed between DMRC and the Selected Bidder in the format approved by DMRC and includes any amendments, annexure hereto made in accordance with the provisions hereof.

b) “Applicable Laws” means all laws, brought into force and effect by Govt. of India, State Governments, local bodies and statutory agencies and rules/ regulations/ notifications issued by them from time to time. It also include judgments, decrees, injunctions, writs and orders of any court or judicial authority as may be in force and effected from time to time.

c) “Applicable Permits” means all clearances, permits, authorizations, consents and approvals required to be obtained or maintained under Applicable Law, in connection with the “Built-up & Bare shell structure” during the subsistence of this Agreement.

d) “As is where is basis” means License of the said built-up space and/ or bare shell including all equipments, installations, fittings and fixtures is given on ‘as is where is basis’. The LICENSEE may make additions or alterations in the licensed space, carry out various installations including electric installations and wiring, with the prior permission of DMRC in writing at its own cost. Licensee shall not be entitled for any compensation with regard to additions carried out by them in the licensed built-up space and/ or bare shell. LICENSEE shall be required to hand over the Licensed Space at the end of license period.

e) “Bid” means the documents in their entirety comprised in the bid, including all clarifications, addenda and revisions issued by DMRC to the Bidders, the Proposal submitted by the successful Bidder (Licensee) in response to the Bid Notice in accordance with the provisions thereof.

f) “Bidder” means any entity which is a registered sole proprietorship firm, a partnership firm or a company having registered office in India, or a combination of above in the form of Joint Venture (JV) or consortium etc.

g) “Bid Security” means the refundable amount to be submitted by the Bidder along with RFP documents to DMRC.

h) "Change in Law” means the occurrence or coming into force of any of the following after the date of signing this Agreement:
   a) The enactment of any new Indian law
   b) The repeal, modification or re-enactment of any existing Indian law
   c) Any change in the rate of any Tax

Provided that Change in Law shall not include:
i. Coming into effect after the date of signing this Agreement of any provision of a statute which is already in place as of the date of signing this Agreement (or)

ii. Any new law or any change in existing law under the active consideration of or in the contemplation of any Government as of the date of signing this Agreement, which is a matter of public knowledge.

i) “Commencement Date or Handover Date” means the date on which the Licensed Space is handed over by DMRC to the Selected Bidder, in accordance with the terms of this agreement.

j) “Damages” shall mean any claim of DMRC against the Licensee for breach of this Agreement, including but not limited to, losses, dues, arrears etc. against which DMRC shall be entitled to claim and adjust the Security Deposit/ Performance Guarantee.

k) “DMRC” means Delhi Metro Rail Corporation Limited.

l) “Interest Free Security Deposit/ Performance Security” means interest free amount to be deposited by the Licensee with DMRC as per terms and conditions of License Agreement as a security against observance of License Agreement and the payment of all dues as per terms and conditions of the License Agreement.

m) “License” means the licensing rights granted by DMRC to the Selected Bidder for various activities (excluding banned list of usage of premises) inside The Licensed Space at D-21 Corporate Park, based on the terms and conditions of the License Agreement.

n) “Licensee” means the Selected Bidder, who has executed the license agreement with DMRC pursuant to bidding process for carrying out commercial activities (excluding banned list of usage of premises) at specified locations of D-21 Corporate Park.

o) “License Fee” means the amount payable by the licensee to DMRC as per rates offered by the Selected Bidder for utilization of licensed space and accepted by DMRC, along with other payable charges and any kind of Central or State Taxes, local levies, statutory dues, etc. as per prevalent law.

p) “License Period” means the period beginning from the Commencement Date and ending on the Termination Date by efflux of time or sooner determination in accordance with the date of this Agreement.

q) “Licensed Space” means the package(s) of built-up and/ or Bare Shell Structure namely the Specified Area in D-21 Corporate Park for commercial development handed over by DMRC to the licensee under and in accordance with this License Agreement.

r) “Permits” shall mean and include all applicable statutory, environmental or regulatory licenses, authorization, permits, consents, approvals, registrations and franchises from concerned authorities.
s) “Selected Bidder” means the bidder who has been selected by DMRC, pursuant to the bidding process for award of license.

t) “Sub Licensee” means all person/ agency with whom Licensee has executed sub license agreement as per terms and conditions of license agreement executed between DMRC and the Licensee, for utilization of the built-up space and/ or bare shell.

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

v) “Termination” means termination of this Agreement by efflux of time or sooner determination in accordance with the provisions of this License Agreement.

w) “Termination Date” means the end of the License period or date of sooner determination of the License period in accordance with the terms of this Agreement whichever is earlier.
CHAPTER: 3

GRANT OF LICENSE

3.1 Corporate Park (D-21) is the depot of the Delhi Airport Metro Express Line at Dwarka, Sec-21, New Delhi. The depot has approximately 16,273 sqm spare built up and Bare shell structure at Second, Third and Ground Floor, which was proposed to be given on license basis through this Bidding process. Owing to its strategic location due to its close proximity to I.G. International Airport, the Built up & Bare space give a unique opportunity for various purposes.

The Depot has space as follows:

a) **Ground & 1st Floor**: Occupied by DMRC.

b) **2nd Floor(A)**: Built-up space of 1889 Sqm marked as “A” in the plan at Annexure-IX.

c) **3rd Floor(B)**: Bare shell space of 5700 Sqm marked as “B” in the plan at Annexure-IX.

d) **4th Floor(C)**: Bare shell space of 4365 Sqm marked as “C” in the plan at Annexure-IX.

e) **4th Floor(D)**: Bare Shell space of 4319 Sqm marked as “D” in the plan at Annexure-IX.

3.2 The area of Licensed Space specified in Annexure-I is approximate. The License Fee shall be charged for actual area handed over to the selected Bidder. Actual area shall be measured at the time of handing over of the area. If the actual area varies, the License Fee shall be charged for actual area to be handed over to the selected Bidder. The area of columns shall be excluded from the chargeable area.

3.3 Additional built up or bare space can also be handed over to licensee subsequently at the sole discretion of DMRC, if feasible. The license fee of such additional spaces shall be charged at the prevalent rate of license fee applicable on date of handing over of such additional space(s) where such additional spaces are located. If the Licensee(s) requires to install any utility/ equipment common for two or more Schedules, the license fee shall be charged at the prevalent rate of license fee applicable on the date of handing over of the additional space. The license period of such additional spaces shall be co-terminus with the License Agreement(s). The license fee for such additional spaces shall be levied after expiry of 30 days from the date of handing over by DMRC.

TENURE OF LICENSE

3.4 Tenure of License Agreement shall be 25 years, unless otherwise terminated by DMRC or surrendered by the Licensee. The tenure of License Agreement shall commence from the date of handing over of the Licensed Space to the Licensee.

3.5 The licensee shall have option to exit from the License Agreement only after a lock in period of five years from the date of commencement of agreement. Licensee shall have to issue six months prior notice to DMRC after completion of five years lock in period. In this case, Interest Free Security Deposit/ Performance Security of the Licensee shall be refunded after adjusting the dues, if any, to be payable by the Licensee.
3.6 If the licensee surrenders the license agreement before the expiry of five years or surrenders after five years without giving six months prior notice to DMRC, the Interest Free Security Deposit/ Performance Security shall stand forfeited in favour of DMRC.

3.7 No partial surrender of the Licensed Space which has been handed over to the Licensee by DMRC shall be permissible to the Licensee during the currency of License Agreement.

3.8 At the end of License period or determination of this agreement prior to tenure of license period, for any reason whatsoever, all rights given under this License Agreement shall cease to have effect and the premises shall revert to DMRC, without any obligation to DMRC to pay or adjust any consideration or other payment to the Licensee.

3.9 On completion/ termination of License Agreement, the Licensee shall hand over the space with normal wear & tears. The Licensee shall be allowed to remove his movable assets like furniture, almirahs, air-conditioners, DG sets, equipments, etc. without causing damage to the existing structure. However, the Licensee shall not be allowed to remove any facility, equipment, fixture, etc. which has become an integral part of the development plan of the space.

**LICENSE FEE**

3.10 The license fee (exclusive of all taxes) for the licensed space shall be paid by Licensee to DMRC @ Rs._____________ per sqm per month. The license fee shall be paid in advance on quarterly basis for the actual area handed over.

3.11 The License fee shall be escalated at the rate of 5% every year on compounding basis with effect from 1st April of each financial year. The first escalation @ 5% shall be effective from 01-04-2016.

3.12 The License fee shall commence after fitment period of 90 days for Schedule-I and fitment period of 180 days for Schedule-II, III and IV from date of handing over of the space by DMRC. The Licensee is expected to complete his furnishing/ development work in all respects within this specified fitment period. The License Fee shall commence immediately after the expiry of fitment period.

3.13 Along with License Fee, Licensee shall also pay other dues i.e. statutory dues / liabilities, electricity charges, chiller charges, damage/penal charges, pending arrears, etc. as applicable time to time.

3.14 DMRC shall provide normal water supply for basic requirements. The water consumption charges for basic requirements shall be payable by licensee @ Rs. 4.5 per sqm per month along with Service tax (if applicable at any instance of time). The water consumption charges shall be escalated @ 5% every year on compounding basis with effect from 01-04-2016 onwards. Any augmentation in the water requirement over and above basic requirements shall be carried out by licensee at his own cost.

3.15 The license fee shall be paid to DMRC on Quarterly basis in advance to DMRC by the last working day of the previous quarter. This has also been illustrated below for better understanding of licensee –
3.16 The account shall be regularly reconciled by DMRC on annual basis.

3.17 The Licensee agrees voluntarily and unequivocally to make all payments to DMRC as may be due before the due date, without waiting for any formal advice from DMRC. In the events of non-receipt of any invoice, the Licensee agrees to collect the same from the office of authorized representative of the Licensor.

3.18 Licensee shall periodically advise the details of payment deposited with DMRC. In the case of non-submission of such details, initially Third Party dues i.e. statutory dues/ liabilities shall be settled (mandatory liabilities of DMRC), then others dues/ liabilities like electricity, etc. and lastly License fee shall be accounted for.

3.19 If the Licensee fails to pay or partly pay the license fee and other dues required to be paid as per terms and condition of License Agreement by the due date, a 30 days notice shall be issued to pay the outstanding license fee and other dues along with an interest of 18% (Eighteen percent) per annum on the amount of License Fee and other dues outstanding after the due date and falling in arrears. Interest shall continue to be accrued on monthly compounding basis until all the payable amount of License Fee and other dues are finally squared up. Such interest shall be charged on outstanding dues for the actual day(s) of delay in payment.

a) If the Licensee failing to deposit the outstanding License Fee and other dues within 30 days’ cure notice, DMRC shall issue a termination notice to make payment of outstanding License Fee and other dues within next 30 days.

b) In the event of Licensee failing to deposit the outstanding License Fee and other dues within 15 days from the date of issue of termination notice, DMRC shall disconnect all utilities provided to the Licensee.

c) In the event of Licensee failing to deposit the dues within 30 days from the date of issue of termination notice, it shall constitute Material Breach of Contract and Licensee’s Event of Default under this Agreement and shall entitle DMRC to terminate the License Agreement as per provisions stipulated in Chapter-8 of the License Agreement. After such termination, the interest free Security Deposit/ Performance Security shall be forfeited in favour of DMRC. Any outstanding dues payable to DMRC shall be adjusted/ recovered from the advance license fee and forfeited interest free Security Deposit/ Performance Security. Balance outstanding dues, if remaining after adjustment of outstanding dues from the advance license fee and interest free Security Deposit / Performance Security, shall be recovered from the licensee.
**Interest Free Security Deposit/ Performance Security**

3.20 The selected Bidder(s) shall submit Interest Free Security Deposit / Performance Security to DMRC equivalent to 1.1 times the Annual License Fee applicable for the year under consideration (based on area handed over in that year) for which Interest Free Security Deposit/ performance security is being submitted. In case of subsequent handing over of additional area to the licensee, Interest Free Security Deposit/ performance security shall be updated as per updated area under possession of licensee. The Interest Free Security Deposit/ performance security shall be payable for each Bidding schedule I, II, III & IV in any one of the following forms:

(a) Bank Draft in favour of DMRC payable at New Delhi from a Schedules Commercial Bank based in India, or

(b) Fixed Deposit Receipt of a Scheduled Commercial Bank/Post Offices based in India duly pledged in favour of DMRC, or

(c) Irrevocable Bank Guarantee in the prescribed format issued by the State Bank of India or any other Nationalized Bank or other Scheduled Commercial Banks, acceptable to DMRC, with branches located in Delhi. Bank Guarantee shall be valid for at least one year. The Bank Guarantee shall be reimbursed and renewed every year before expiry of earlier Bank Guarantee, failing which the previous Bank Guarantee shall be encashed by DMRC without any prior intimation. For last year of license period, the Licensee shall submit the Bank Guarantee valid for remaining license period plus six months and shall renew it, if required, till the final settlement of all accounts failing which the Bank Guarantee of the Licensee shall be encashed by DMRC.

3.21 In case of a JV/Consortium, the Interest Free Security Deposit/ performance security is to be submitted in the name of its JV/ Consortium. However, splitting of the Interest Free Security Deposit/ performance security (while ensuring the Interest Free Security Deposit/ performance security is in the name of JV/ Consortium) and its submission by different members of the JV/ Consortium for an amount proportionate to percentage stake or otherwise is also acceptable.

3.22 In case of successful completion of the full term of the License period i.e. 25(Twenty Five) years from commencement date of License Agreement, or surrender of the license agreement by giving a six months prior notice to DMRC after successful completion of five years lock in period, the Interest Free Security Deposit/ Performance Security shall be refunded without accruing any interest on it and after adjusting the outstanding dues subjected to fulfilment of all handover requirements by the Licensee up to the satisfaction of DMRC.

3.23 DMRC shall reserve the right for deduction of DMRC dues from Licensee’s Interest Free Security Deposit/ Performance Security at any stage of agreement i.e. currency/ completion/ termination/ surrender, against -

a) Any amount imposed as a penalty and adjustment for all loses/damages suffered by DMRC for any nonconformity with the Agreement terms & condition by the Licensee.
b) Any amount which DMRC becomes liable to the Government/Third party due to any default of the Licensee or any of his servant/ agent.

c) Any payment/ fine made under the order/judgment of any court/consumer forum or law enforcing agency or any person working on his behalf.

d) Any other outstanding DMRC’s dues/ claims, which remain outstanding after completing the course of action as per this License Agreement.

3.24 Once an amount is debited from the Interest Free Security Deposit/ Performance Security, the Licensee shall replenish the Interest Free Security Deposit/ Performance Security to the extent the amount is debited, within 15 days period failing which it shall be treated as a Licensee’s event of default.

TAXES AND OTHER STATUTORY DUES

3.25 All other statutory taxes, statutory dues, local levies, Service tax, etc. as applicable shall be charged extra and shall have to be remitted along with the License Fee for onward remittance to the Government. The Licensee indemnifies DMRC from any claims that may arise from the statutory authorities in connection with this License.

3.26 The property tax, if applicable on the property of DMRC, shall be borne by DMRC.
CHAPTER: 4

MAINTENANCE AND OPERATION OF BUILT-UP/BARE SHELL STRUCTURE

4.1 Addition /Alteration to the Licensed Space :

Licensee shall be permitted to carry out addition & alteration to the licensed spaces, renovate the partitions, interior design works along with utilities like power supply, water supply, toilets, drainage system, HVAC, fire protection system, telecommunication system, etc. of licensed spaces provided that:

a) The modification duly adheres to the provision of all Applicable Laws including and in particular the prevalent Delhi Building Bye Laws and specified guideline/ requirements of other competent authorities.

b) The design and construction work strictly conform to relevant Standard Building Codes and good industry practice.

c) It shall be the Licensee’s sole responsibility to obtain all necessary clearance/ approval/ sanction from DMRC and other competent authorities for modifications, FAR changes, fire protection system, etc. DMRC shall only provide assistance wherever possible on the best effort basis without any legal and binding obligations to facilitate the process.

d) The details of NOC of fire approval in mentioned in Annexure-IV. Any further approval from Delhi Fire Services, if required, as per applicable norms for the existing usage of the licensed spaces shall be obtained by the licensee at its own cost. The Licensee warrants that any augmentation to existing fire protection system, if required, shall be done by the licensee as per relevant BIS Code of Practice and norms DMRC & Delhi Fire Services at his own cost.

e) License shall ensure that no structural damage is caused to the existing building and other permanent structure as a result of its activities.

f) Licensee shall be responsible for safety, soundness and durability of the work undertaken by the Licensee including other structures forming part thereof.

g) The facilities and works being undertaken or installed, shall not in any manner affect, hinder or interfere with the free movement of the DMRC’s employees, other users. No surplus construction machinery and material, including any hazardous material and wastes shall be left at any place in the site.

h) No material shall be stored or kept outside the site or in common area meant for movement of persons. Any special cleaning or drain clearance necessary as a result of the alteration works shall be carried out by Licensee at its own cost.

i) The Licensee shall strictly comply with the safety procedure, measurement, specification & guidelines for execution of electrical works, approved list of materials, etc. as laid down in Annexures to this Agreement. All materials used for augmentation of the site must be fire retardant. If it is noticed at any stage that licensee has compromised with the safety procedure, measurements, specifications, guidelines and quality of materials as laid down in the agreement, the penalty up to Rs.1,00,000/- (Rupees one lakh) per instance shall be imposed on the Licensee.

j) The Licensee may deploy security staff at its own cost for the safety of licensed space.
k) Licensee shall bear all risk & cost and consequences of this augmentation work in Licensed Space.

l) On completion of augmentation work, the Licensee shall furnish “As Built Drawings” of the premises including details of modified services along with all permissions/approvals taken from the concerned departments.

4.3 The Licensee is expected to apply & obtain all necessary approvals/permissions and timely to complete all augmentation activities within specified fitment period from taking over the site. For any delay in completion of work, DMRC shall not be responsible. In any case, the License Fee shall become chargeable after the specified fitment period.

4.4 Operation & Maintenance of Licensed spaces:

a) Permissible Usage of Space: Built up Space and Bare Shell can be put for any activity except banned list of usages as given in Annexure-II.

b) Licensee shall keep and maintain the Licensed Space in neat & clean, safe & sound by maintaining it properly at his own cost during the License Period. Licensee shall bear the cost of minor day-to-day repairs, annual refurbishing and routine special repairs required due to normal wear & tear with the efflux of time or due to planning/constructional defects remained during augmentation of the Licensed Space. Any defective, week or corroded structure should be replaced immediately with new proper structure after due certification from reputed agency.

c) Licensee shall ensure that all electrical wiring, power outlets and gadgets used are maintained properly, guarded against short circuits / fires. The instructions of DMRC’s electrical inspectors/authorized representative shall be complied by the licensee at its own cost.

d) Licensee shall ensure that fire detection and suppression measures installed inside his premises are kept in good working condition at all times. The Fire extinguishers must be regularly checked & refilled and must be visible & easily accessible at all times of emergency. The Licensee’s staff must be capable of addressing the safety issues during any emergency including operation of fire extinguisher.

e) In case of accident caused due to negligence of the Licensee resulting into injury/death to DMRC employees/other users/any person or loss to DMRC property, Licensee shall compensate the loss(es), without prejudice to other actions under this Agreement at the sole discretion of DMRC, including termination of Agreement.

f) The Licensee voluntarily and unequivocally agrees not to seek any claims, damages, compensation or any other consideration whatsoever because of implementing the instruction issued by DMRC fire officer, electrical inspector, Security officer or their authorized representatives from time to time.

g) The overall control and supervision of the premises shall remain vested with DMRC who shall have right to inspect the whole or part of the licensed spaces as and when considered necessary, with respect to its bonafide use and in connection with fulfilment of the other terms and conditions of the license agreement.
h) The Licensee voluntarily and unequivocally agrees to provide un-fettered access to the fire officer & other officials of DMRC for inspection of Licensed Space or for repair of DMRC utilities passing through the Licensed Space at any time and to abide by and comply with all instructions as may be indicated by the fire officer & other officials. If any fixtures or utility relating to operation of the MRTS (Metro) is running through the licensed area, proper protection as advised by DMRC shall be done by Licensee.

i) Licensee and its employees or other persons involved in the execution of the work shall not, in any way, impinge on the safety and security of metro operations, passenger safety, safety of metro properties and its assets.

j) The Licensee and his authorized representatives including its sub-licensees or their further authorized representatives shall have free access to the licensed spaces at all the times. The necessary identity cards to such person(s) shall be issued by DMRC in accordance with its extant policy. However, entry into paid area or travelling by Metro trains shall be as per general policy to DMRC commuters.

k) Encroachment: The Licensee shall 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/compensation @ Rs.500/- on the first occasion, Rs.2,000/- on the second occasion and Rs.3,000/- after second occasion shall be imposed by DMRC. Thereafter DMRC reserves the right to revoke the license for breach of contract.

l) Further, DMRC can impose the fine on Licensee up to Rs.5,000/- per offence per week on the following offenses:

| i.       | Any staff of Licensee found in drunken condition/ indulging in bad conduct. |
| ii.      | Any staff of the Licensee found creating nuisance on duty.               |
| iii.     | Improper maintenance & defacement of the Metro Property.               |
| iv.      | Dishonor of drafts and Cheques given by Licensee in favour of DMRC.     |
| v.       | Misbehavior with staff and commuters of DMRC.                         |
| vi.      | Not following safety and security norms as may be indicated by authorized representative of DMRC. |
| vii.     | Any staff of the Licensee found without uniform and ID Card and/or found creating nuisance on duty. |
| viii.    | Not following the instructions issued by DMRC authorities from time to time |

m) The option to impose fine, penalty, etc. under this License Agreement shall be exercised by DMRC official not below the rank of Dy. HOD.
CHAPTER: 5

RIGHTS AND OBLIGATIONS

5.1 Licensee’s Obligations:

The Licensee’s Responsibilities and Duties shall include the following, in addition to and without prejudice to other obligations under this Agreement:

a) to obtain due permits, necessary approvals, clearances and sanctions from the competent authorities for all activities or infrastructure facilities including interior decoration, power, water supply, drainage & sewerage, firefighting, telecommunication, etc.;

b) to operate and maintain the Licensed Area at all times in conformity with this Agreement;

c) to furnish “AsBuilt Drawings” of the premises with 30 days of completion of augmentation work.

d) to ensure that no structural damage is caused to the existing buildings and other permanent structures at the station as a result of his activities or any of its agents, contractors, sub-Licensee, etc.;

e) to take all reasonable steps to protect the environment (both on and off the Licensed Built-up & Bare shell structure) and to limit damage and nuisance to people and property resulting from construction and operations, within guidelines specified as per Applicable Laws and Applicable Permits;

f) to duly supervise, monitor and control the activities of contractors, sub-licensees, agents, etc., if any, under their respective License Agreements as may be necessary;

g) to take all responsible precautions for the prevention of accidents on or about the site and provide all reasonable assistance and emergency medical aid to accident victims;

h) not to permit any person, claiming through or under the Licensee, to create or place any encumbrance or security interest over whole or any part of License Licensed Space or its assets, or on any rights of the Licensee therein or under this Agreement, save and except as expressly permitted in this Agreement;

i) to keep the Licensed Space free from all unnecessary obstruction during execution of works and store the equipment or surplus materials, dispose of such equipment or surplus materials in a manner that causes least inconvenience to the Metro Station, Commuters or DMRC’s activities.

j) at all times, to afford access to the Licensed Space to the authorised representatives of DMRC, other persons duly authorised by any Governmental Agency having jurisdiction over the business of Licensed Built-up & Bare shell structure, to inspect the Licensed Space and to investigate any matter within their authority and upon reasonable notice; and

k) to comply with the divestment requirements and hand over the Licensed Space to DMRC upon Termination of the Agreement;
5.2 The Licensee shall be solely and primarily responsible to DMRC for observance of all the provisions of this License Agreement on behalf of its employees and representatives and further on behalf of the sub-Licensees, their employees and agents and any person acting under or for and on behalf of the Licensee or the sub-Licensees; contractor(s) appointed for the Licensed Space as fully as if they were the acts or defaults of the Licensee, its agents or employees.

5.3 The Licensee shall comply with all rules and regulations under the Metro Railways (Operations and Maintenance) Act 2002 & its amendments.

5.4 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 and declared by/ between the parties hereto that:

a) The Licensee shall not have or claim any interest in the said built-up/premises & Bare shell structure as a tenant/sub-tenant or otherwise.

b) The rights, which Licensee shall have in relation to the said premises, are only those set out in this Agreement.

c) The relationship between DMRC and Licensee under and/or in pursuance of this Agreement is as between Principal and Principal. Consequently, neither party shall be entitled to represent the other and/or make any commitment on behalf of and/or with traders or any other party. Furthermore, no relationship in the nature of Partnership or Association of persons is hereby being created or intended to be created between 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.

5.5 DMRC’s Infrastructure Facilities

a) Electricity, air-conditioning and fire protection system:

Electricity, air-conditioning and fire protection system:

i. Total available load that can be sanctioned

<table>
<thead>
<tr>
<th>SN</th>
<th>Schedule</th>
<th>Available Electrical Load</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Schedule-I</td>
<td>248 KW</td>
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<tr>
<td>2</td>
<td>Schedule-II</td>
<td>1000 KW</td>
</tr>
<tr>
<td>3</td>
<td>Schedule-III &amp; IV</td>
<td>1650 KW</td>
</tr>
</tbody>
</table>

ii. Two nos. of Underground water tank of 100 KL capacity along with booster pumps for fire safety has been provided at D-21 Corporate Park as per details available in Annexure-IV.

iii. Fire Safety Certificate from Delhi Fire Services is attached as Annexure-X. Licensee shall be liable to renew this certificate as per terms and conditions of Delhi Fire Services.
iv. No objection certificate for height clearance from Airport Authority of India is attached as Annexure-XI. Licensee shall be liable to renew this NoC as per terms and conditions of Airport Authority of India.

Further details of availability of existing infrastructure related to electrical power supply including capacity of electrical load that can be sanctioned, air-conditioning works, fire protection system & fire NOC, and the proposed corresponding terms/conditions/procedure for Built-up spaces, are attached as Annexure-IV.

b) Civil Utilities:

Toilets at second and third floor is available at D-21 Corporate Park. Water, drainage and sewerage system for the existing accommodation is available. If any augmentation to the existing civil utilities such as toilets, drainage, sewer and water supply system, roads, etc. is required, it shall be done by the Licensee at his own cost.

c) Solid Waste:

The Licensee shall have to make its own arrangements for daily disposal of solid waste out of DMRC premises at the dumping sites approved by MCD to ensure perfect cleanliness. If any solid waste is found disposed off on DMRC land or premises a penalty/fine of Rs.2000/- shall be imposed by DMRC for each occasion.

d) Telephone:

DMRC may give permission for installation of cables for telephone/telecommunication equipment subject to technical feasibility. The instrument, cables and connection shall be obtained by the Licensee from the telephone company at his own cost.

e) Other Services:

DMRC shall provide reasonable security services in D-21 Corporate Park, general cleaning & adequate lighting in the common areas and compound lighting outside the building, operation of existing lifts. In the event that any one of the services provided by DMRC may be interrupted or suspended by reason of accident, repair, alterations, strikes, lockout, etc DMRC shall not be liable for any compensation to the Licensee. However DMRC shall use its best efforts to restore such services as soon as reasonably possible.

f) Parking

DMRC shall provide open parking spaces for cars @ 1 ECS/100 Sqm of licensed space. Additional parking spaces, if required, may be provided by DMRC subject to its availability as per DMRC’s extant policy and rate applicable time to time.
CHAPTER: 6

INDEMNITY AND INSURANCE

6.1 The Licensee hereby undertakes to indemnify and hold DMRC harmless against all costs, damages, liabilities, expenses arising out of any third party claims relating to non-completion of the Fit-out; quality of the Fit-out and the construction/ construction activities, agreement to sub-License entered in to between the Licensee and end user.

6.2 The Licensee hereby undertakes to indemnify DMRC against all losses and claims in respect of death or injury to any person or loss or damage to any property which may arise out of or in consequence of the execution and completion of works and remedying defects therein and against all claims, proceedings, damages, costs charges and expenses whatsoever in respect thereof or in relation thereto.

6.3 The Licensee hereby undertakes that DMRC shall not be liable for or in respect of any damages or compensation payable to any workman or other person in the employment of Licensee or any of his contractors/ sub-contractors/ sub-Licensees. The Licensee shall indemnify and keep indemnified DMRC against all such damages and compensation; all claims proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

6.4 The licensee must strictly comply with all the provisions of The EPF Act 1952, The ESI Act, Minimum Wages Act 1948, Labour Laws & regulation in force including but not limited to the Contract Labour (Regulation & Abolition) Act-1976 including any subsequent amendment thereof and the rules made thereunder as per prevalent Government orders and ensure timely payment under these Acts. Failure to comply these acts shall attract penalty as per provisions. Licensee shall indemnify DMRC Administration for any loss and damages suffered due to violation of its provision.

6.5 The Licensee hereby indemnifies DMRC against any loss, damage or liabilities arising as a result of any act of omission or commission on part of Licensee or on part of its personnel or in respect of non-observance of any statutory requirements or legal dues of any nature.

6.6 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 Licensor. Licensee hereby undertakes to carry out police verification of its employees and submit the copy of same to DMRC in accordance with its extant policies.

6.7 The Licensee shall indemnify DMRC from any claims that may arise from the statutory authorities against any statutory taxes, statutory dues, local levies, etc. in connection with this License.

6.8 The Licensee shall indemnify DMRC from any serious accident caused due to negligence of the Licensee, resulting in injury, death to commuters or DMRC employees or loss to DMRC property.
6.9 The Licensee shall be liable for and shall indemnify, protect, defend and hold harmless DMRC, DMRC’s officers, employees and agents from and against any and all demands, claims, suits and causes of action and any and all liability, costs, expenses, settlements and judgments arising out of the failure of the Licensee to discharge its obligations under this clause and to comply with the provisions of Applicable laws and Applicable Permits.

6.10 The Licensee shall indemnify and keep indemnified DMRC for any losses/ penalties on this account levied by any judicial/statutory authorities/courts on the Licensee.

6.11 Insurance and Waiver of Liability: The Licensee shall bear the cost, throughout the term of the License, for a comprehensive general liability insurance covering injury to or death of any person(s) while working in DMRC 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 Licensor.
CHAPTER: 7

FORCE MAJEURE

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

a) Earthquake, Flood, Inundation, Landslide.

b) Storm, Tempest, Hurricane, Cyclone, Lighting, Thunder or other extreme atmospheric disturbances.

c) Fire caused by reasons not attributable to the Licensor.

d) Acts of terrorism

e) War, hostilities (Whether war be declared or not), invasion, act of foreign enemy, rebellion, riots, weapon conflict or military action or civil war.

f) Strikes or boycotts, other than those involving the Licensor, its contractors, or their employees, agents etc.

7.2 The License fee for the portion affected due to Force Majeure shall be exempted for the affected period if the force majeure condition persists for more than 7 days.

7.3 Occurrence of any Force Majeure shall be notified to the other party within 7 days of such. If any Force Majeure continues for a period of three months, the party notifying the Force Majeure condition may be entitled to, though not being obliged, to terminate this agreement by giving a notice of one week to the other party and interest free Security Deposit/ Performance Guarantee shall be refunded by DMRC to the Licensee after adjusting outstanding dues, if any.
CHAPTER: 8

BREACHES/SURRENDER/TERMINATION OF LICENSE AGREEMENT

Surrender of License Agreement:

8.1 No partial surrender of built-up/ individual space or part of the Licensed Space which has been handed over to the Licensee by DMRC shall be permissible during the currency of the License Agreement.

8.2 The Licensee shall have option to surrender the license agreement after Five years lock in period provided

a) The Licensee successfully completes initial Five years lock in period.

b) There is no arrear pending with the Licensee on the date of issue of surrender notice.

c) DMRC receives a six months advance notice, in writing, from Licensee for its intention to surrender the license agreement after successful completion of initial five years lock in period.

d) Licensee continues to pay all dues as per schedule to DMRC till the date of pre-mature closure of License Agreement.

e) Licensee hand over peaceful possession of the all Licensed space to DMRC free from all encumbrances within 30 (thirty) days from the termination of License agreement.

If Licensee satisfies the above said conditions, DMRC shall terminate the Agreement and refund interest free Security Deposit/ Performance Security after adjusting any outstanding amount on the part of Licensee.

8.3 If the Licensee is desirous of terminating the license hereby created before expiry of the lock-in period of the license or without giving advance notice of 6 months after lock-in period, the agreement shall deemed be terminated on the date of receipt of termination/ surrender notice in DMRC. In such cases, the interest free Security Deposit/ Performance Security shall be forfeited in favour of DMRC. Any outstanding dues payable to DMRC shall be adjusted/ recovered from the advance license fee and forfeited interest free Security Deposit/ Performance Security. Balance outstanding dues, if remaining after adjustment of outstanding dues from the advance license fee and interest free Security Deposit / Performance Security, shall be recovered from the licensee.

Breach of License Agreement/ Licensee’s Events of Default

8.4 Following shall be considered as Material Breach of the License Agreement by Licensee resulting in Licensee’s Events of Default:

a) If the Licensee has failed to perform or discharge any of its obligations in accordance with the provisions of License Agreement, unless such event has occurred because of a Force Majeure Event, or due to reasons solely attributable to DMRC without any contributory factor of the Licensee.

b) If the Licensee fails to pay License Fee, utility charges, penalty or Damage herein specified or any other due to be paid by the Licensee to DMRC by the stipulated date.
c) If the Licensee makes any of the following changes in Ownership:
   i. Any change in percentage stake of JV/Consortium by the members without prior written permission of DMRC.
   ii. Dilution of stake of Lead Member in the JV/Consortium below 51% at any time during the License Period.
   iii. Dilution of stake of any consortium member in JV/Consortium below 15% during the license period.

d) If the Licensee during pendency of the License Agreement becomes insolvent or is put under receivership by a competent court.

e) If the Licensee is in persistent non-compliance of the written instructions of a DMRC officials.

f) If the Licensee or any of its representatives cause an incident or accident that results in injury or death to DMRC employees/commuters or loss to DMRC property.

g) If the Licensee is in violation of any of the other Clauses of License Agreement and after three written notice (unless otherwise specifically mentioned therein) from DMRC fails to cure the Default to the satisfaction of DMRC.

h) If any representation made or warranties given by the Licensee under this Agreement is found to be false or misleading.

i) If the Licensee engaging or knowingly has allowed any of its employees, agents, or sub-Licensee to engage in any activity prohibited by law or which constitutes a breach of or an offence under any law, in the course of any activity undertaken pursuant to this Agreement.

j) If the Licensee has created any encumbrance, charges or lien in favour of any person or agency, over the Licensed Space except expressly permitted under this Agreement.

k) If a resolution for voluntary winding up has been passed by the shareholders of the Licensee.

l) If any petition for winding up of the Licensee has been admitted and liquidator or provisional liquidator has been appointed or the Licensee has been ordered to wind up by Court of competent jurisdiction, except for the purpose of amalgamation or reconstruction with the prior consent of DMRC, provided that, as part of such amalgamation or reconstruction and the amalgamated or reconstructed entity has unconditionally assumed all surviving obligations of the Licensee under this Agreement.

m) If the Licensee has abandoned the Licensed Space.

n) If the licensee violates banned usage as per list given in Annexure-II.

**Termination of License Agreement by DMRC**

8.5 Provided that in the event of application of clauses 8.4 (a) and (b) above, DMRC shall give to the Licensee 30 days time to cure the default prior to considering the events specified therein as Licensee’s events of default and in the event the Licensee remedies the default to the satisfaction of the DMRC within the cure period, the event shall not be considered as a Licensee Event of Default. In case the licensee fails to remedies the default to the
satisfaction of the DMRC within the cure period, then DMRC shall be within its rights to disconnect the utility services & terminate the License Agreement. The Licensee voluntarily agrees not to seek any claim, compensation, damages or any other consideration whatsoever on any ground in this regard.

8.6 On Operational Ground: DMRC reserves the right to terminate the License Agreement by giving three months advance notice on operational ground. The License agreement shall stand terminated after expiry of three months notice and the Security Deposit/ Performance Security shall be refunded after adjusting outstanding dues, if any, payable by the Licensee. In addition to above, if DMRC terminates the License Agreement on operational ground within lock-in period of five years, the licensee shall also be entitled to an amount equivalent to one month of license fee applicable on the date of termination. The Licensee voluntarily agrees not to seek any claim, compensation, damages or any other consideration whatsoever on any ground in this regard.

8.7 Termination for Force Majeure: The License Agreement may be terminated for Force Majeure Reasons as specified in Chapter-7.

Other Terms & Conditions:

8.8 On termination of License Agreement:

a) All sub-licenses/ third party agreements, entered by the Licensee, shall stand terminated with immediate effect;

b) In case of termination of agreement on account of Licensee’s Events of Default, the interest free Security Deposit/ Performance Security shall be forfeited in favour of DMRC. Any outstanding dues payable to DMRC shall be adjusted/ recovered from the advance license fee and forfeited interest free Security Deposit/ Performance Security. Balance outstanding dues, if remaining after adjustment of outstanding dues from the advance license fee and interest free Security Deposit / Performance Security, shall be recovered from the licensee.

c) All utilities shall be disconnected with immediate effect, unless otherwise specified elsewhere, and
d) A notice of vacation shall be issued to the Licensee to vacate the premises within 30 days.

8.9 On termination of the license agreement, the Licensee shall handover the vacant possession of premises to the Depot-in-charge or his authorized representative within 30 days from the date of termination of License Agreement, after removal of plants, equipments, furniture, fixtures, etc. installed by the Licensee at its own cost, without causing damage to DMRC structures. The Licensee shall be allowed to remove his movable assets like furniture, almirahs, air-conditioners, DG sets, equipments, etc without causing damage to the structure. However, the Licensee shall not be allowed to remove any facility, equipment, fixture, etc. which has become an integral part of the development plan of the space. The Licensee agrees voluntarily and un-equivocally not to seek any claim, damages, compensation or any other consideration whatsoever on this account. If the premise is not handed over in good condition as required under this clause, DMRC reserves the right to deduct/ recover damage charges.
8.10 If the Licensee fails to vacate the premises as above, DMRC shall be free to take any/all of the following action(s) as deemed fit to it.

a) DMRC shall levy demurrage/ penal charges at twice the rate of License Fee prevailing on the date of termination of License Agreement.

b) DMRC shall take over the possession of the property and all the belongings/ inventory/ property/ installations/ fittings/ goods etc. shall be evacuated and vested in DMRC at zero/nil value. DMRC shall be at liberty to dispose-off such property / inventory as deemed fit. The Licensee hereby voluntarily and unequivocally agrees not to seek any claim, damages, compensation or any other consideration thereafter in future on this account.

8.11 After vacating the premises, the Licensee shall submit a vacation certificate from the Depot in charge or its authorized representative as a proof of Licensee having vacated the site. Licensee’s statement regarding vacation, without a vacation certificate from the Station in-charge or its authorized representative, shall not be accepted.

8.12 The termination of this Agreement shall not relieve 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. The Licensee shall be liable to pay all dues outstanding to DMRC including electricity, chiller and other utility charges under this agreement without prejudice to rights and remedies applicable under the law. The final settlement of dues shall take place after submission of vacation certificate from the Depot in charge or his authorized representative subsequent to termination of License Agreement.

8.13 Rights of DMRC on Termination: DMRC shall not have any obligation whatsoever including but not limited to obligations as to compensation for loss of employment, continuance or regularization of employment, absorption or re-employment on any ground, in relation to any person in the employment of or engaged by the Licensee in connection with the Licensed space.

8.14 On termination of Agreement, DMRC shall have rights to re-market or to seal/ lock the Licensed Space.
CHAPTER: 9

DISPUTE RESOLUTION

9.0 Dispute Resolution

9.1 Arbitration: All disputes relating to this agreement or claims arising out of or relating to this agreement or breach, termination or the invalidity thereof 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 agreement shall be referred to Arbitrator(s) appointed by Director, DMRC on receipt of such request from either party, after signing of the Agreement. Matters to be arbitrated upon shall be referred to a sole Arbitrator if the total value of the claim is up to Rs.50 Lakhs and to a panel of three Arbitrators, if total value of claims is more than Rs.50 Lakhs. DMRC shall provide a panel of three Arbitrators which may also include DMRC officers for the claims up to Rs.50 Lakhs and a panel of five Arbitrators which may also include DMRC officers for claims of more than Rs.50 Lakhs. Licensee shall have to choose the sole Arbitrator from the panel of three and / or one Arbitrator from the panel of five in case three Arbitrators are to be appointed. DMRC shall also choose one Arbitrator from this panel of five and the two so chosen will choose the third Arbitrator from the panel only. The Arbitrator(s) shall be appointed within a period of 30 days from date of receipt of written notice / demand of appointment of Arbitrator from either party.

9.2 The decision of sole Arbitrator / panel of Arbitrators shall be binding on all the parties. The cost of arbitration shall be borne by respective parties equally. The venue of such arbitration shall be Delhi / New Delhi. The parties agree to comply with the awards resulting from arbitration and waive their rights to any form of appeal insofar as such waiver can validly be made.

9.3 Rules governing Arbitration Proceedings: The Arbitration Proceedings shall be governed by Indian Arbitration and Conciliation Act 1996, as amended from time to time including provisions in force at the time the references made. During the pendency of arbitration proceedings, the Licensee shall continue to perform and make due payments to DMRC as per the License Agreement.

9.4 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.
CHAPTER: 10

REPRESENTATIONS AND WARRANTIES

10.1 The Licensee represents and warrants to DMRC that -

a) It is duly organized, validly existing and in good standing under the laws of India;

b) It has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;

c) It has taken all necessary corporate and other action under Applicable Laws and its constitutional documents to authorize the execution, delivery and performance of this Agreement;

d) It has the financial standing and capacity to undertake the commercial utilization of Licensed built-up space and/ or bare shell;

e) This Agreement constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof;

f) The execution, delivery and performance of this Agreement shall not conflict with, result in the breach of, constitute a default under or accelerate performance required by any of the terms of the Licensee Memorandum and Articles of Association or any Applicable Law or any covenant, agreement, understanding, decree or order to which the Licensee is a party or by which Licensee or any of its properties or assets are bound or affected;

g) There are no actions, suits, proceedings or investigations pending or to the Licensee’s knowledge threatened against the Licensee at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may constitute the Licensee Event of Default or which individually or in the aggregate may result in Material Adverse Effect;

h) It has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any government authority which may result in Material Adverse Effect;

i) It has complied with all applicable law and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have Material Adverse Effect;

j) No representation or warranty by the Licensee contained herein or in any other document furnished by the Licensee to DMRC or to any government authority in relation to Applicable Permits contains or shall contain any untrue statement of material fact or omits or shall omit to state a material fact necessary to make such representation or warranty not misleading;

k) The Licensee also acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth above and hereby confirms that DMRC shall not be liable for the same in any manner whatsoever to the Licensee.
l) The Licensee shall make its own arrangements in engagement of its staff and labour and shall at no point represent to or claim that the staff, labour is being recruited for and on behalf of DMRC. The Licensee shall at all times comply and represent to the staff and labour employed/ engaged by them the requirement for complying with Applicable Laws and applicable Permits, particularly in relation to safety and environmental regulations.

10.2 Obligation to notify change: In the event that any of the representations or warranties made given by the Licensee ceases to be true or stands changed, it shall promptly notify DMRC of the same.

10.3 DMRC covenants:

a) DMRC 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 Licensed Premises, Licensee’s use of the premises, or the rights granted to the Licensee hereunder.

b) 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(s) claiming by, through or under or in trust for DMRC.

c) On paying the License fee, Licensee hereby reserved and observing & performing the several covenants and stipulations on its part and the conditions herein contained, shall peacefully hold and enjoy the Licensed space throughout the said term without any interruptions by the DMRC or by any person claiming by, through, under or in trust for DMRC.

d) DMRC shall provide necessary documents pertaining to DMRC properties, if required by Licensee for seeking any permission pertaining to various activities from any Government Agency.
CHAPTER: 11

MISCELLANEOUS

11.1 All penalty amounts stipulated in the License Agreement shall become double after completion of every 7 (seven) years from the date of commencement of License Agreement on rolling basis.

11.2 Licensee shall comply with the laws of land including Delhi Pollution Control Board guidelines, building guidelines, fire norms etc. DMRC shall not be held liable for any change/modification in these laws which adversely affect this agreement. Licensee shall have no right/claim in this regard, whatsoever the reason may be.

11.3 Licensee shall bear all salaries, wages, bonuses, payroll taxes or accruals including gratuity, superannuating, pension and provident fund contributions, contributions to worker’s compensations funds and employees state insurance and other taxes and charges and all fringe and employee benefits including statutory contributions in respect of such personnel employed/deployed by the Licensee. These personnel shall at no point of time be construed to be employees of 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. The Licensee shall indemnify DMRC from any claims that may arise in connection with above.

11.4 Employees conduct: The Licensee shall ensure that all persons employed behave in an orderly and disciplined manner and that the said employees are prohibited from carrying on any unlawful, unfair activities or demonstrations. The Licensee shall submit the details/Bio data of personnel to whom it intends to employ/deploy for carrying out the work of media installation, within 45 days of handing over of the stations. The personnel deployed shall be decent, courteous and without any adverse or criminal background. In this connection, Licensee shall be required to furnish declaration to DMRC with respect to all his personnel deployed. Further within 45 days of issue of LOA, Licensee shall submit police verification report in respect of all its personnel (to be deployed for the work of media installation) shall be furnished by the Licensee to DMRC. All the Licensee’s personnel shall be required to possess ID card issued by DMRC while working in DMRC’s premises as per prevailing procedure. Access inside the stations in paid areas shall be through smart cards as per prevailing applicable charges, in addition to the valid ID cards.

11.5 Signage:

a) The Licensee shall have the right to display signage(s) of suitable size for displaying its generic name of each Space. The signage may be illuminated or non-illuminated at the Licensee’s option, however it shall need to confirm to all governmental laws, regulations or ordinance relevant thereto. The Licensee shall need to obtain a written approval from DMRC before putting up any form of signage and DMRC reserves the right to refuse or to suggest an alternation to the same. The size, shape, location, etc. of signage are subject to architectural controls to be issued by DMRC.
b) No advertisement in any format shall be permitted in/ in the Licensed Space.

c) Any violation of above provisions shall attract a penalty of Rs. 5000/- per signage on the first occasion and Rs.50,000/- per signage on the second occasion. The persistence violation of these provisions shall constitute Licensee’s event of default.

11.6 Notices : DMRC and Licensee voluntarily and unequivocally agrees –

a) That any notice to be served upon DMRC shall be sufficiently served and given if delivered to-

“Chief Engineer/Property Business,
2nd Floor, A Wing, Metro Bhawan,
Fire Bridge Lane, Barakhamba Road,
New Delhi-110 001”

b) That any notice which may be required to be served upon the Licensee shall be served and given if delivery by Registered AD/Speed Post/Courier at the Address given on the First page of the License Agreement or delivered in person to the authorized representative of Licensor.

c) That any notice or correspondence under the terms of this License shall be in writing by registered post/ Speed Post/ Courier or delivered personally. All activities including day to day management, billing, cancellation/termination/surrender etc. shall be carried out from the office of the Chief Engineer/Property Business or by his duly authorized representative. All Notice shall be addressed as follows:

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

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.

...........-2014

(…………………………………………………………..) (…………………………………………………………..)
FOR AND ON BEHALF OF  Authorized Signatory
DELHI METRO RAIL FOR AND ON BEHALF OF
CORPORATION LIMITED LICENSEE

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 LICENSEE
Annexure-I

Details of schedules of Built up Space and Bare Shell Structure of Corporate Park (D21) at Dwarka

Schedule-I

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<tr>
<th>S. No.</th>
<th>Floor Location</th>
<th>Area of space (in sqm)</th>
<th>Built-up or Bare shell structure</th>
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<tr>
<td>1</td>
<td>Second (2&lt;sup&gt;nd&lt;/sup&gt;) Floor: marked as “A” in the plan at Annexure-13</td>
<td>1889</td>
<td>Built-up Space</td>
</tr>
</tbody>
</table>

Schedule-II

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Floor Location</th>
<th>Area of space (in sqm)</th>
<th>Built-up or Bare shell structure</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Third (3&lt;sup&gt;rd&lt;/sup&gt;) Floor: marked as “B” in the plan at Annexure-13</td>
<td>5700</td>
<td>Bare shell structure</td>
</tr>
</tbody>
</table>

Schedule-III

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Floor Location</th>
<th>Area of space (in sqm)</th>
<th>Built-up or Bare shell structure</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Fourth (4&lt;sup&gt;th&lt;/sup&gt;) Floor: marked as “C” in the plan at Annexure-13</td>
<td>4365</td>
<td>Bare shell structure</td>
</tr>
</tbody>
</table>

Schedule-IV

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Floor Location</th>
<th>Area of space (in sqm)</th>
<th>Built-up or Bare shell structure</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Fourth (4&lt;sup&gt;th&lt;/sup&gt;) Floor: marked as “D” in the plan at Annexure-13</td>
<td>4319</td>
<td>Bare shell structure</td>
</tr>
</tbody>
</table>

**Note-1:** Areas indicated above are approximate. Actual area measured at the time of handing over shall be final. If there is any variation in area, the License Fee and other dues shall be charged for actual area to be handed over.

**Note-2:** The built-up spaces and bare shell offered on license basis are available on “as is where is”.

**Note-3:** The Built-up Spaces can be utilized for any activity except the activities specified in banned list as detailed in Annexure-II. However, cooking shall be permissible in built up spaces only where smoke exhaust is available. The details of available smoke exhausts are attached as Annexure-IVA. Cooking by gas bank in may also be permitted, if feasible, on case to case basis.
LIST OF USAGES BANNED/ NEGATIVE LIST

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.


4. Coal/Gas based cooking strictly prohibited.
No. ......................................................

Date: __/___/____

The license agreement between Mr./Mrs./Miss/M/s. ____________________________ (name of the Licensee/ company/ party) and DMRC Ltd. executed on Dt.________________.

Lease out No. and Customer ID_________________________ (as mentioned in invoice).

I/We ___________________________ (name of the Licensee/ company/ party) have been made to understand that payments of contract shall be acceptable to M/s DMRC Ltd. in the form of Bank Draft/ Pay order/ Demand draft only and in case, I/we______________________ intend to make payments through RTGS/NEFT/ECS procedures the same shall require prior approval of DMRC as per the terms and conditions detailed as under:

1. RTGS/NEFT/ECS mode of payments shall require prior approval of DMRC for which Licensee/ party/company must take consent from the property business cell of DMRC Ltd. in the standard format attached at Annexure–III(1).

2. Once DMRC has given their approval, the party must intimate every time before submission of any payment through RTGS/ NEFT/ ECS at least seven (7) days prior to due date for making payment in prescribed format attached at Annexure–III(1). DMRC shall give their consent with in two working days within the receipt of aforesaid intimation for submission of request as per Annexure–III(2).

3. In case of any delay in receipt of aforesaid intimation mentioned at Pt. No. 2, DMRC reserve the right for refusal to accept payments through RTGS/ NEFT/ RTGS mode of payments.

4. In event of Licensee/ party/company’s non-compliances to the aforesaid requirements, DMRC shall take action as under:
   a.) In the absence of any details from Licensee/ party/company for consideration of DMRC amount received from the party shall not be accounted for and party shall continue pay interest/ penalty on the outstanding as per the provision of contract.
   b.) In case of receipt of payment with incomplete details payment received shall be adjusted /allocated in the following order:
      i) All the statutory dues/ Taxes shall be adjusted first.
      ii) All payments made by DMRC on behalf of Licensee/ party/company such as water/ electricity/ maintenance charges/ annual maintenance charges etc. shall be adjusted after the adjustment statutory dues/ Taxes as mentioned in Pt. No. 4.b.i above.
      iii) All previous outstanding dues existing on date of receipt of payment including interest/ penalty imposed.
      iv) Sum remaining after adjustments as per items No. (i) to (iii) above shall be adjusted against lease rent/ space rent/ license fee as per the terms of contract.
   v) In case amount received is even shorter than statutory dues, the Licensee shall be liable to pay all the penalties as declared/ decided by the statutory bodies or as applicable under the provisions of law. In addition to this, Licensee/ party/company shall also attract penalties as per the provisions of license agreements. Repeated violations of aforesaid instructions shall be treated as non performance/ breach of agreement and under the provisions of license agreement may attract maximum penalty of termination of license agreement.

I/We ___________________________ (name of the Licensee /company/ party) hereby agree to the abovementioned procedure / terms and conditions related to submission of payments through RTGS/NEFT/ECS mode.

Name and designation of authorized representative of client / Licensee/ company
Annexure-III (1)

FORMAT FOR INTIMATION FOR DEPOSITION OF PAYMENTS VIA RTGS/NEFT/ECS IN PD CONTRACTS

1. Name and address of client / Licensee __________________________________________

2. Customer ID ______________________________________________________________

3. Lease out No ______________________________________________________________

4. Invoice No. and Date ________________________________________________________

5. Period of Invoice ___________________________________________________________

6. Head/item wise details of payment to be submitted as described in the invoice

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description/Head details</th>
<th>Period</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Gross amount to be deposit
Less statutory deductions such as TDS, VET, S. Tax etc.
Net amount to be deposit

7. TDS registration No. of client/Licensee _______________________________________

8. S. Tax registration No. of client /Licensee _____________________________________

9. D.VAT registration No. of client /Licensee ______________________________________

Note: DMRC’s authorized bank name and account No. to which payments to be made – M/s Union Bank of India, Karol Bagh Branch, IFSC code – UBIN 0530794, MICR code – 110026004, A/c No. - 307301110050008

Name and designation of authorized representative of client/ Licensee/ company

All clients/ Licensees are directed to give complete compliance to this and ensure to deposit the details at least seven days before of due date of making payments as mentioned in invoice for approval of DMRC.

________________________
To be filled by DMRC Officials

The aforesaid details is checked and verified by MGR/AM-Property Business and is approved/ disapproved for submission through ECS/RTGS/NEFT, with following observations:

1. _______________________________________________
2. _______________________________________________
3. _______________________________________________

Licensee is hereby directed to submit confirmation of deposition of payment before the due date.

Dated: ____/____/_______
Signature of MGR/AM-Property Business
Annexure-III (2)

FORMAT FOR APPROVAL FOR SUBMISSION OF PAYMENTS VIA RTGS/NEFT/ECS IN PB CONTRACTS

To,
Delhi Metro Rail Corporation Ltd.
O/o- Chief Engineer/ ______________.
2nd Floor, Metro Bhawan,
Barakhamba Road,
Delhi – 110001

Sub: Request for approval for submission of payments via RTGS/ NEFT/ ECS in our contract with DMRC.

Ref: 1.) The license agreement between Mr./Mrs./Miss/M/s. ________________________
(name of the Licensee /company / party) and DMRC Ltd. executed on Dt. ________.
2.) Lease out No. and Customer ID ______________________ (as mentioned in invoice).

Sir,

1.) With reference to above mentioned subject matter, it is requested that kindly allow us to avail the RTGS/NEFT/ECS mode of payment for deposition of payments against aforementioned license agreement.
2.) That, I/we ______________________ (Name of Licensee/ authorized representative of company/ party/ Licensee) have understood the terms and conditions related to deposition of payments via RTGS/ NEFT/ ECS mode.
3.) That, I/we also voluntarily agree to submit the format for intimation of payments via RTGS/NEFT/ECS in PD contracts seven (7) days before due date as mentioned in invoice or last date for submission of payments as per the terms and conditions of license agreement every time for approval of DMRC Ltd for making payments via RTGS/NEFT/ECS mode.
4.) After making payments, I/we shall also undertake to submit the details with payment confirmation before due date.
5.) I/we also understand that in case of non-compliances, it shall be considered as breach of agreement and action shall be taken as per the terms and conditions of license agreement.

Thanking you

Name and designation
of authorized representative
of client / Licensee / company

To be filled by DMRC Officials

On the request for the ______________________ (name of Licensee/ party/ company), they are allowed to deposit the payment via RTGS/ NEFT/ ECS mode in DMRC’s authorized bank name and account No. to which payments to be made – M/s Union Bank of India, Karol Bagh Branch, IFSC code – UBIN 0530794, MICR code – 110026004, A/c No. – 307301110050008 subject to submission of format for intimation for deposition of payment via RTGS/NEFT/ECS in PD contracts every time seven (7) before due date for approval of DMRC Ltd and submission of confirmation of deposition of payments before the due date.

Dated: ____/____/_______

Signature of MGR/AM-Property Business
Annexure-IV

Availability of existing infrastructure related to electrical power supply including capacity of electrical load that can be sanctioned, air-conditioning works, fire protection system & fire NOC, and the proposed corresponding terms/conditions/procedure

A. 2nd floor of Airport Metro Express Line

1 ELECTRICAL POWER SUPPLY:

1.1 Availability of Electrical load:

a. Electric power required for commercial activity within footprint of D-21 Building 2nd Floor is to be drawn from existing available source. Availing power supply from outside agencies in DMRC is not permitted. 2nd Floor proposed leased out area is already furnished with all facilities for main & common area viz. lights, small power sockets, air conditioning ducts & AHUs, ventilation, fire system along with sprinklers, detectors, hydrants etc. Hence, no additional work regarding lights, air conditioning and fire system is envisaged in view point of DMRC. However, if any additional work to be undertaken in view point of Licensee to meet their specific requirement, then the corresponding work has to be got done by Licensee at his own cost subject to technical feasibility & ensuring compliance of statutory requirements, stipulations of Fire & safety norms and corresponding approval from DMRC.

b. Proposed Depot 2nd floor leased out area is fed by at least 8 nos. small lighting & power distribution boards for electrical power and 4 nos. AHUs along with chilled water supply for air conditioning system. Details of available electrical load at inomer end of distribution board are mentioned as Annexure-IV-A. Availability of AHUs along with their electrical load, electrical & BTU metering points and Air conditioning feeding area is mentioned in Annexure-IV-B1 & B2.

c. Any addition / up-gradation/ modification of existing electrical power system works if required, are to be taken up subjected to technical feasibility and approval from DMRC. If approved, same work can be carried out by Licensee with all cost to be borne by Licensee.

d. For addition / up-gradation/ modification of electrical power system work carried out by Licensee under supervision of DMRC, a supervision fee of Rs 10,000/- per circuit/feeder will be charged by DMRC.

1.2 Reliability of Power supply/ Use of DG set:

Lighting and small power is on normal power supply as well as part of the same is on DG power supply available in Depot building. Hence, no separate DG power requirement has been envisaged. However, air conditioning system is based on normal power network not on DG power supply network. No UPS supply will be made available to Licensee from DMRC system and Licensees can provide UPS / Inverter at their own cost in own premises, if desire or need arise.
1.3 Specifications for electrical work:
   a. For any addition / up-gradation/ subsequent extension / modification of electrical power system works carried out by Licensee, to be carried out in accordance with detailed electrical specifications as per Annexure-IV-C.

   b. The dismantled accessories of existing work as defined in 1.1.a above, if any, needs to be handed over to DMRC.

   c. The works executed by licensee shall be inspected by DMRC representative for ensuring compliance of specifications / stipulations of contract.

   d. At the end of the contract (pre-mature surrender/termination, natural completion, etc.) all facilities installed by DMRC shall be sole property of DMRC. Licensee has to handover these in good order & working condition. The facilities installed by Licensee will be his own property and Licensee has to remove all these from the site. If facilities installed by DMRC have not been handed over in good working condition or Licensee found unable to remove his own installed facilities, DMRC has the right to rectify / remove the same and recover the corresponding cost from Licensee.

   e. For carrying out any addition / up-gradation/ subsequent extension/ modification work by Licensee / any work related to construction/ finishing work , for which power is required, licensee will apply for temporary electrical connection from DMRC. Temporary connection is given for reasonable time period. Format of application for seeking temporary connection and lists of documents required for same is attached at Annexure-IV-D.

   f. Licensee after completion of all electrical and fire safety works in leased premises in all respect duly complied to all safety norms prescribed by DMRC as per Annexure-IV-E, F & G, will apply for permanent electrical connection. After inspection and verification by DMRC representative to all compliance, Connection will be converted in to permanent one.

   g. If Licensee fails to complete the work as mentioned above in order to regularize temporary connection in to permanent connection with in reasonable time, temporary connection will also be disconnected. For this Licensee will be solely responsible.

1.4 Electrical Metering:
   a. Calibrated 3-phase CT / without CT operated Energy meters having TOD facility as per Delhi Tariff schedule shall be installed at all feeding point i.e. inomer feeder of existing panel/ DBs, Electrical feeder at Panel end for AHU etc. with all cost to be borne by Licensee. DMRC in any case will not provide meters to individual shops/ kiosk.

   b. One combined load will be sanctioned for all meters. The sanctioned load shall decide whether load is more or less than 108 kVA for purpose of deciding tariff.

   c. Electrical load & metering will be carried out after algebraic sum of consumed units of all meters installed.

   d. Energy Meters including connected accessories/ meter box / modification at panel/DB level to install meter etc., in line with specifications of DMRC to be
procured, installed and commissioned by Licensee for his own metering at his own cost.

e. Regular testing of all meters at defined interval will be responsibility of Licensee.

1.5 **Tariff for Electrical Metering:**

a. Rate of electricity for temporary or permanent electrical connection shall be charged from licensee at whom concerned DISCOM would be charging, had they obtained electric connection from them as per prevalent tariff orders issued by DERC.

b. Tariff applicable shall be NDHT for LT load greater than 108 kVA and NDLT below 108 kVA as per existing tariff order. However, same may change as per prevalent tariff orders.

1.6 **Operation and Maintenance:**

Licensee has to operate and maintain entire electrical system viz. lighting & small power DBs, their circuits, Lights, sockets, Air conditioning AHUs under its jurisdiction i.e. for proposed leased out area. Entire system has to be maintained in line with good maintenance practice to maintain entire system in safe & working condition.

Licensee has to ensure that all the electrical work done within the Licensee premises including wiring, power outlets and gadgets for power distribution & air conditioning system are used, operated 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 Licensee has to indemnify DMRC against any loss accrued to the Licensee on this account. Further, the Licensee 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 licensee, all the loss shall be borne by the licensee.

2 **AIRCONDITIONING SYSTEM:**

2.1 **Availability**

a. 2nd Floor proposed lease out area air conditioning is already available from Depot building air conditioning system as defined in para 1.1.a above. Availability of AHUs along with their electrical load, electrical & BTU metering points and Air conditioning feeding area is mentioned in Annexure-IV- B1 & B2.

b. Existing Chiller capacity of D 21 building is 2 x 260 TR (1 working & 1 standby).

c. Operating time of chillers is 0800 hrs to 2100 hrs for period of 15th March to 15th November.

d. Proposed area is not provided with heating facility for winters.

e. Air conditioning is on reliable Normal power supply not on DG backup.

f. For meeting Air conditioning requirement, the Licensee will have to access / use the already installed system. Licensee is advised to have a site visit. Any additional
works has to be carried out by Licensee at its own cost. Licensee is required to submit its plan to DMRC and DMRC will check that the plan submitted doesn’t affect the building air conditioning system and the works undertaken are in line with safety norms of electrical & fire safety.

g. If Licensee desires to achieve their extra air-conditioning requirement through provision of VRV/ package AC, then the same will have to be provided by Licensee at his own cost subject to technical feasibility of electrical load / space for pipeline / equipment installation. DMRC would try to consider request of Licensee provided it is feasible.

h. Any addition / up-gradation/ modification of air-conditioning system works that require system augmentation to be taken up subjected to technical feasibility and approval from DMRC. If approved, same work can be carried out by Licensee.

i. The dismantled accessories of existing DMRC installations, if any needs to be handed over to DMRC.

j. Air conditioning & smoke extraction is integrated with Fire alarm and control system of depot in such a way that in event of fire, automatic smoke extraction system will work and air conditioning system to put off automatically for that respective floor level. Any addition / up-gradation/ modification /rectification on basis of above has to be carried out by Licensee.

2.2 Metering

a. All BTU Meters etc. including connected accessories/ meter box / valves / modification at connection level etc. to be procured, installed and commissioned by Licensee at his own cost.

b. Calibrated BTU Meters provided by Licensee shall be installed at each tapping point to record the actual usage so as to being capable of measuring the entire air conditioning load being fed to Licensee through chilled water pipe system of DMRC. DMRC in any case will not provide meters to individual shops/ kiosk.

c. However metering will be carried out on the basis of algebraic sum of consumed units of all meters installed.

d. Regular testing/ calibration of all meters at defined interval will be responsibility of retailer.

2.3 Tariff charges

a. Charges of Air conditioning will be based on BTU / TR of actual consumption.

b. The equivalent BTU / TR shall be as under
   a. \( 1 \text{ Tr} = 1.494 \text{ units (KVAH)} \)
   b. \( 10,000 \text{ BTU} = 1.245 \text{ units (KVAH)} \)
   
   Equivalent Energy units derived on the above basis for the cost of providing chilled water supply by DMRC shall be charged based on same category energy unit rate applicable in terms of para 1.5 above. In addition to above, 20% charges over & above on these air conditioning charges will be added as Operation & maintenance charges for the high end installations maintained by DMRC viz. chillers, Pumps etc.
2.4 Operation and Maintenance:
Licensee has to operate and maintain their entire Air-conditioning and mechanical system under its jurisdiction in line with good maintenance practice to maintain entire system electrically & Fire safely and in working condition.

3 Fire Alarm & Control System and Fire NOC:

a. All fire system requirements viz. Detectors, sprinklers, hydrants are installed in 2nd Floor proposed leased out area and same is integrated with Building Fire alarm and control system.

b. No Fire NOC is available for proposed leased out area. Licensee has to plan & carry out all fire system works to meet the statutory requirement of DFS at their own cost, got it verified by DMRC and seeks NOC from DFS department as per their retail planning.

c. Existing capacity of Fire Fighting pumps and tanks are as under:
   - Fire water tank (2 nos. of 100 KL)
   - 1 no. 75 KW, 2850 LPM, 90 mtr head main pump and 1 no. 7.5 KW jockey pump, 180 LPM, 90 mtr head for fire hydrant.
   - 1 no. 75 KW, 2850 LPM, 90 mtr head main pump and 1 no. 7.5 KW jockey pump, 180 LPM, 90 mtr head for fire sprinkler.
   - 1 no. Diesel operated fire pump of capacity 2850 LPM, 90 mtr head in case of emergency.

Above infrastructure is already meeting the fire provision requirement of the D-21 building u/g, ground floor, 1st floor and 2nd floor area operation area of DMRC. Any addition / up-gradation/ modification to this existing system on account of Fire NOC category as per Licensee retail planning will have to be carried out by Licensee at his own cost so as to meet all statutory requirement of DFS department.

d. Provision of portable fire extinguishers as per requirement to be provided by Licensee as per Annexure-IV-H.

e. Putting up of signage for Emergency walkway/fire escape route/refuse area/entrance/common area and their lighting, cleaning, maintenance and security is under Licensee scope of work.

f. Licensee should not in any way obstruct or permit the obstructions of any emergency walkway/fire escape route/refuse area/entrance/common area within or outside their premises.

g. If the existing retail area structure/usage are required to be upgraded/modified for commercial reasons, the same has to be carried out by licensee at its own cost duly ensuring that entire work on completion meets statutory requirement on Fire safety & electrical safety including meeting with the specifications of DMRC electrical items. The dismantled accessories etc., if any needs to be handed over to DMRC.

h. Licensee shall not store or use flammable or explosive substance in their premises, except with the DMRC consent.
i. On issue of permissibility to use coal/LPG/PNG and other electrical appliances for the purpose of cooking / serving the eateries, instructions / guidelines issued by PD/PB wing of DMRC may be referred. Clarification, if any may be sought from PB/PD Department only.

j. Integration of water sprinkler system to the hydrant pipe line of DMRC will have to be carried out by Licensee by approaching Works (Civil Engg.) department of DMRC.

k. Licensee has to operate and maintain entire Fire system under its jurisdiction in line with good maintenance practice to maintain and keep all fire hydrants, sprinklers, emergency lights, exit signage and fire fighting equipments in working order at all times and system meet all stipulations / requirement laid down by DFS

4 General:

a. That except in the event of mechanical defect and/or electrical defect/ scheduled maintenance activity / any other defect not in control of DMRC, DMRC will provide electric supply, however , DMRC shall not be liable and / or responsible for any claim of whatsoever in nature arising out of them.

b. Licensee to permit DMRC employee at all reasonable hours in normal case / at any time in emergency, to enter in the premises for the inspection or for any other purpose connected with the work.

c. Licensee has to own entire Electrical Power supply from downstream the electrical energy metering points including energy meters , Air conditioning system from downstream the BTU metering points including meters and Fire alarm & control system on “ as is where is basis” at D-21 Building Second Floor, and licensee will have to operate & maintain the system / equipments installed by it to the best maintenance practice duly ensuring compliance of various stipulations related to electrical & fire safety. Any rectification /repair/ modification with regard to above has to be carried out by Licensee itself at its own cost. The licensee voluntarily and unequivocally agrees not to seek any claim, damage, compensation or any other consideration whatsoever on account of time & costs associated in carrying out the above works.

d. Licensee has to appoint his own Facility Manager at his own cost for looking after the operation & maintenance of various electrical power supply, distribution and air-conditioning system ( i.e. all E&M activities) and fire protection system for the equipments/assets installed by the Licensee under his jurisdiction .

e. If any work is carried out by DMRC for the licensee on being requested by the licensee, then cost for the same will be the actual cost incurred on the work by DMRC + 15% supervision charge of DMRC.

f. Lifts: There are 3 nos., 20 passengers elevators serving to GF, 1st,2nd, 3rd, & 4th floors of D21 building. DMRC is carrying out comprehensive maintenance of these elevators regularly. However, each Licensee has to provide unhindered access to DMRC representative for carrying out normal maintenance or emergency procedures.
## ELECTRICAL LOAD AVAILABILITY AT 2ND FLOOR
(201A, 201B, 201C & 201D) OF D21

<table>
<thead>
<tr>
<th>S. NO</th>
<th>DISTRIBUTION BOARD</th>
<th>INCOMER MCB(TPN) RATING IN AMPS at DB’S</th>
<th>LOAD CAN BE SANCTIONED IN KW</th>
<th>METERS REQUIRED</th>
<th>REMARKS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>DB-WS-SF-NP-24</td>
<td>63</td>
<td>30</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>DB-WS-SF-NP-22</td>
<td>63</td>
<td>30</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>DB-SF-NL-1</td>
<td>63</td>
<td>30</td>
<td>1</td>
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<td>4</td>
<td>DB-SF-EL-1</td>
<td>63</td>
<td>23</td>
<td>1</td>
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<td>5</td>
<td>DB-SF-NP-1</td>
<td>63</td>
<td>35</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>DB-SF-EP-1</td>
<td>63</td>
<td>35</td>
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<td>DB-WS-SF-NP-23</td>
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<td>8</td>
<td>DB-SF-EP-7</td>
<td>63</td>
<td>35</td>
<td>1</td>
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<tr>
<td></td>
<td><strong>TOTAL AVAILABLE LOAD THAT CAN BE SANCTIONED IN KW</strong></td>
<td><strong>248 KW</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Note:**
Approximately 90 kW out of 248 kW load is on DG power supply.
This does not include Air Conditioning load. For Air Conditioning load, please refer ANNEXURE -IV-B1
<table>
<thead>
<tr>
<th>S. NO</th>
<th>AHU'S AVAILABLE</th>
<th>FEEDER NO</th>
<th>AHU'S LOAD IN KW</th>
<th>FEEDING AREA (ROOM NO) #</th>
<th>METERS REQUIRED FOR POWER CONSUMPTION AT PANEL SIDE</th>
<th>BTU METERS REQUIRED FOR CHILLED WATER CONSUMPTION</th>
<th>REMARKS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>AHU 26</td>
<td>2D</td>
<td>2.2</td>
<td>201A</td>
<td>1</td>
<td>1</td>
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</tr>
<tr>
<td>2</td>
<td>AHU 27</td>
<td>3E</td>
<td>11.0</td>
<td>201B</td>
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<tr>
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<td>AHU 18</td>
<td>2G</td>
<td>5.5</td>
<td>201C</td>
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<tr>
<td>4</td>
<td>AHU 21</td>
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<td>5.5</td>
<td>201D</td>
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</tr>
</tbody>
</table>

Load of AHU'S at 2nd Floor excluding reception area

<table>
<thead>
<tr>
<th>AHU'S LOAD IN KW</th>
<th>FEEDING AREA (ROOM NO) #</th>
<th>METERS REQUIRED FOR POWER CONSUMPTION AT PANEL SIDE</th>
<th>BTU METERS REQUIRED FOR CHILLED WATER CONSUMPTION</th>
<th>REMARKS</th>
</tr>
</thead>
<tbody>
<tr>
<td>24.2</td>
<td>201A</td>
<td>1</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>28</td>
<td>201B</td>
<td>1</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td></td>
<td>201C</td>
<td>1</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td></td>
<td>201D</td>
<td>1</td>
<td>1</td>
<td></td>
</tr>
</tbody>
</table>

Note
1. BTU'S Meters to be provided on chilled pipe line at AHU end side.
2. Electrical Meters for AHU'S to be provided at panel end side.

# Refer ANNEXURE IV- B2 for feeding area.
B. For 3rd Floor of Airport Metro Express Line

2 ELECTRICAL POWER SUPPLY:

2.1 Availability of Electrical load:

a. Electric power required for commercial activity within footprint of D-21 Building 3rd Floor are to be drawn from existing available source i.e. from one no. 3000 kVA, 33/0.415 kV Auxiliary transformer installed at basement of D-21 building (Refer drawing at Annexure-IV-A). Distribution of Electrical load including air conditioning for 3rd Floor Licensee of D-21 building from this transformer will be as under:

<table>
<thead>
<tr>
<th>Floor Location</th>
<th>Area of space (in sq.m)</th>
<th>Electrical load (in KVA)</th>
</tr>
</thead>
<tbody>
<tr>
<td>3rd Floor</td>
<td>5700 (except the area already leased out)</td>
<td>1000</td>
</tr>
</tbody>
</table>

b. Availing power supply from outside agencies in DMRC is not permitted. Hence, for reliability of power supply, if desire, Licensee can install their own DG sets at their own cost as mentioned in 1.2 below.

c. The common lobby area at 3rd floor is provided with necessary lights, as some licensees are already working at 3rd floor.

d. Any addition / up-gradation/ modification of existing electrical power system works (refer 1.1.a) if required, are to be taken up subject to technical feasibility and approval from DMRC. If approved, same work can be carried out by Licensee with all cost to be borne by Licensee.

e. Except this one no. 3000 kVA, 33/0.415 kV Auxiliary transformer installed at basement of D-21 building, no further LT system has been planned for distribution by DMRC. Each Licensee has to plan & carry out all further LT distribution work and bear all cost.

f. Being common transformer, one common LT panel with one incomer and two outgoing feeders each for 3rd & 4th Floor licensee to be planned & installed by 3rd or 4th Floor (or both) licensee, with cost to be shared by both licensees on terms mutually agreed to both of them. DMRC will have no role to play in this aspect of cost sharing between the Licensees. Further distribution from this LT panel outgoing feeders to their respective areas is responsibility of respective individual licensee and all cost related to this work to be borne by the same licensee.

g. In addition to the works mentioned above, the licensee for 3rd Floor has to carry out all works for functioning of retail area on their own cost including outgoing feeders from common LT panel, cable trays, hangers in cable route, individual LT panel room at respective floor and subsequent extension of power supply from individual LT panel room along with associated cabling, cable tray, earthing, common & retail shops internal wiring, lighting, power distribution etc.
h. Licensee has to integrate with already earthing system installed by DMRC. Two common points for earthing will be provided to individual licensee at basement level itself in the existing METs of DMRC. All further work has to be carried out by Licensee at its own cost.

2.2 Reliability of Power supply/ Use of DG set:

a. Power Supply of DMRC is from reliable network which draws power from two different 66 kV sources. In case of failure of one source, power can be fed from second source. The power supply connection released for commercial activity is from single feeder from this available DMRC power network. Hence, for reliability of power supply, if desire, individual Licensee can install their own DG set at their own cost, as DG power available in DMRC network will not be made available to Licensee(spare capacity is not available). DG set planned for this purpose should cover Licensee’s load requirement and same to be provided in line with guidelines issued by DMRC (refer Annexure-IV-B).

b. Certain ventilation ducting along with installation of fans already exists in basement area where installation of DG (is required) to be installed by Licensee. Licensee has to check & verify the same. For any addition / up-gradation/ subsequent extension / modification of the same to be carried out by Licensee at their own cost in accordance with statutory requirements and stipulations of Fire & electrical safety.

c. Each Licensee has to plan(if required) at their own cost DG set, DG exhaust, earthing of DG system and associated panel & cabling system for feeding the DG power to his own LT panel room at each floor. Please refer cl. No. 2.1c for allotment of space for installation of DG set.

d. Licensees can also provide UPS / Inverter at their own cost in own premises, if desire or need arise.

2.3 Specifications for electrical work:

a. For any addition / up-gradation/ subsequent extension / modification of electrical power system works carried out by Licensee, to be carried out in accordance with detailed electrical specifications as per Annexure-IV-C.

b. Licensee has to submit the plan of DG installation & smoke extraction system to DMRC and DMRC will check and approve the same so that the works undertaken are in line with safety norms of electrical & fire safety.

c. The dismantled accessories of existing work as defined in 1.1.a & c above, if any, needs to be handed over to DMRC.

d. The works executed by licensee shall be inspected by DMRC representative for ensuring compliance of specifications / stipulations of contract and fulfillment of safety norms of electrical & fire safety.

e. At the end of the contract (pre-mature surrender/termination, natural completion, etc.) all facilities installed by DMRC (refer 1.1.a & c) shall be sole property of DMRC. Licensee has to handover these in good order & working condition. The facilities installed by Licensee will be his own property and Licensee has to remove all these
from the site. If facilities installed by DMRC (refer 1.1.a & c) have not been handed over in good working condition or Licensee found unable to remove his own installed facilities, DMRC has the right to rectify/remove the same and recover the corresponding cost from Licensee.

f. For carrying out any addition/up-gradation/subsequent extension/modification work by Licensee/any work related to construction/finishing work, for which power is required, licensee will apply for temporary electrical connection from DMRC. Temporary connection is given for reasonable time period. Format of application for seeking temporary connection and lists of documents required for same is attached at Annexure-IV-D.

g. Licensee after completion of all electrical and fire safety works in leased premises in all respect duly complied to all safety norms prescribed by DMRC as per Annexure-IV-E, F & G, will apply for permanent electrical connection. After inspection and verification by DMRC representative to all compliance, Connection will be converted in to permanent one.

h. If Licensee fails to complete the work as mentioned above in order to regularize temporary connection in to permanent connection with in reasonable time, temporary connection will also be disconnected. For this Licensee will be solely responsible.

2.4 Electrical Metering:
   a. Calibrated CT operated Energy meter having TOD facility as per Delhi Tariff schedule shall be installed at single point i.e. at individual outgoing feeder of common LT panel at basement level for 3rd Floor Licensee, with cost to be borne by Licensee. DMRC in any case will not provide meters to individual shops/kiosk.
   b. Electrical load will be sanctioned individually for individual feeder of 3rd Floor at which meter is installed at basement and tariff will be based on individual sanctioned load.
   c. Energy Meters including connected accessories/ meter box etc., in line with specifications of DMRC to be procured, installed and commissioned by Licensee for his own metering at his own cost.
   d. Regular testing of all meters at defined interval will be responsibility of Licensee.

2.5 Tariff for Electrical Metering:
   a. Rate of electricity for temporary or permanent electrical connection shall be charged from licensee at whom concerned DISCOM would be charging, had they obtained electric connection from them as per prevalent tariff orders issued by DERC.
   b. Tariff applicable shall be NDHT for LT load greater than 108 KVA and NDLT below 108KVA as per existing tariff order. However, same may change as per prevalent tariff orders.

2.6 Operation and Maintenance:
Licensee has to operate and maintain entire electrical system under its jurisdiction i.e. entire electrical power system downstream from transformer along with DG sets and DG smoke extraction. For common LT panel, both 3rd & 4th floor Licensee has to come to understanding and make one party responsible for same. Entire system has
to be maintained in line with good maintenance practice to maintain entire system in
safe & working condition.
Licensee has to ensure that all the electrical work done within the Licensee premises
including wiring, power outlets and gadgets for power distribution & air conditioning
system are used, operated 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 Licensee has to
indemnify DMRC against any loss accrued to the Licensee on this account. Further,
the Licensee 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 licensee, all the loss shall be borne by the licensee.

2 AIRCONDITIONING SYSTEM:

2.1 Availability

a. Licensee has to plan its own air-conditioning system along with all associated
pumps, piping/ducting, cooling towers, cabling, etc. and fresh air, normal & smoke
exhaust system including ducting, fans, dampers, staircase pressurization system etc.
as per their requirement, with all cost to be borne by Licensee.
b. All smoke extraction, fresh air and exhaust air system has to be developed by
Licensee at his own cost. For 3rd floor, Licensee has also to integrate existing smoke
extraction and fresh air ducts already installed for existing licensees and maintain the
system as per statutory requirement for total 3rd Floor. No separate cost will be paid
by DMRC in this regard.
c. Allotment of Space in Basement level for ECS Equipment, DG set & Electrical
Panel:
- The space for installation of equipment/plants etc. for ECS equipment & DG set
including panels by each of the licensee for each of the floors has been allotted/en
marked out of the existing space available in the basement of D-21 Building
(refer Annexure-IV-A).
- The space for installation of common LT Panel for electrical power supply by
each of the licensee for each of the floor has been allotted/enmarked out of the
existing space available in the basement of D-21 Building”( refer Annexure-IV-
A).
- The space for installation of Piping, cabling & smoke exhaust by each of the
licensee for each of the floor has been allotted/enmarked out of the existing
space available in the common shafts from basement to 3rd,4th floor and roof
top of 4th floor of D-21 Building( refer Annexure-IV-A).
d. Allotment of Space on the roof top of 4th Floor to the 3rd Floor Licensee:
For meeting the service requirements for Basement, 1st & 2nd Floor of D-21
Building, DMRC has installed Cooling towers of centralized air-conditioning system,
outdoor (condensing unit) of VRV etc., DG exhaust & overhead water tanks on roof
of 4th floor at D-21 building. Therefore, 3rd floor Licensee would also be permitted
to install only the above equipments on the pattern of DMRC on the roof of 4th floor
at D-21 building with the condition that in case DMRC construct additional floor in future, then the licensee will be bound to shift the above equipments/utilities to the roof top of newly constructed additional floor in line with building height clearance from Airport Authority of India (refer bid document), with cost for shifting being born by Licensee at that point of time. Therefore, the licensee will be required to design & install their above mentioned equipments such that the same can be shifted on the roof top of newly constructed additional floor without change of equipment. The licensee will not be permitted to install any other equipment on roof top of 4th Floor other than those mentioned above.

DMRC will not bear the cost of shifting & associated modification related to pipelines/cabling etc. and the change of equipment w.r.t. D-21 building. All cost related to change of equipment (if required at that point of time due to licensee not taking care of the same at the initial stage of installation) will have to be borne by Licensee.

e. Availability of water tank, RO plant and Booster pump for 3rd Floor Licensee:
Presently 5 nos. Water storage underground tanks each of 100KL consisting of 2 nos. for Fire, 1 for raw water, 1 for domestic water and 1 for CT makeup water have been provided at D-21 building. Each licensee to take supply of water from existing raw tanks and thereby install their own RO/Water Softening Plant along with water distribution system for meeting requirement of treated water supply for ECS System (chilled water and condensing water requirement) & general requirement. Works Department should decide the metering arrangement for water consumption of the licensee. The space for installation of equipment/plants etc. for RO Plant & booster pumps for water supply by each of the licensee for each of the floor has been allotted/ enmarked out of the existing space available in the basement of D-21 Building (refer Annexure-IV-A).

f. Overhead tank at terrace level
Presently 3 nos. Overhead tank each of 20 KL, one for domestic water, one for Fire sprinkler and one for cooling tower makeup tank have been provided at D-21 building and same is sufficient to meet DMRC requirement only. Therefore, on the similar pattern, each of the licensees will have to install their respective overhead storage tanks on roof of 4th floor for meeting their water requirement of different types in consultation with DMRC works department.

g. Wall / structural opening & closing
All structural / wall / facade glass opening for electrical, DG, Air conditioning, smoke extraction, fresh air & normal exhaust works and their sealing after completion of work with Fire resistant material in line with statutory requirement has to be carry out by licensee at his own cost after DMRC approval. Licensee has to carry out the work in such a way that opening does not adversely affect the structure design.

h. Any addition / up-gradation/ modification of existing requirement as defined above if required, are to be taken up subjected to technical feasibility and approval from
DMRC. If approved, same work can be carried out by Licensee with all cost to be borne by Licensee.

i. For meeting Air conditioning, fresh air, normal & smoke exhaust system, RO plant & water requirement, Licensee will have to plan/ design their own system / equipment in totality. Licensee is advised to have a site visit. Above works have to be carried out by Licensee at its own cost. Licensee is required to submit its plan to DMRC and DMRC will check and approve the same so that the works undertaken are in line with safety norms of electrical & fire safety.

j. Licensee has to submit the specifications of equipments and scheme for the work carried out to seek approval from DMRC.

k. The dismantled accessories of existing DMRC installations, if any, need to be handed over to DMRC.

l. Air conditioning & smoke extraction installed by Licensee to be integrated with Fire alarm & control system made available by Licensee itself in such a way that in event of fire, automatic smoke extraction system should work and air conditioning system to put off automatically for that respective floor level.

**Note:**

1. *Annexure-IV-A* mention only proposed route/ path & placement of equipments. However, Licensee has to plan all his works and carry out all detailed engg at his own cost. Licensee at any point can not claim to DMRC for any change/modification of route/ placement of equipments after detailed engg. The area required for installation of above will also be considered as part of leased out area issued to Licensee.

2. *Instead of planning/installation of individual” DG set, ECS system, LT panel and RO plant” by each licensee of 3rd and 4th Floor, if mutually agreed combined system of “ DG set, ECS system, LT panel and RO plant” to meet combined requirement of 3rd and 4th Floor can be planned by either 3rd or 4th floor (both) licensee. The cost to be shared by both licensees on terms mutually agreed to both of them. DMRC will have no role to play in this aspect of cost sharing between the Licensees.

3. *Proposed area is tentative and Licensee has to make his own arrangement in this proposed area only. However, area may vary as per vendor requirement only with DMRC consent.*

2.2 **Metering :**

No separate metering is envisaged as all system is installed by licensee and electrical load is taken from already sanctioned load.

2.3 **Operation and Maintenance:**
Licensee has to operate and maintain their entire Air-conditioning, heating, water, RO system and mechanical system under its jurisdiction in line with good maintenance practice to maintain entire system in electrically & Fire safe and in working condition.

3 Fire Alarm & Control System and Fire NOC:

a. Dedicated Fire alarm & control system for each floor has to be planned and installed by Licensee at his own cost.

b. Existing capacity of Fire Fighting pumps and water tanks are as under:

- Underground water capacity fire tank (2 nos. of 100 KL)
- 4th floor terrace level Fire sprinkler tank (20 KL)
- 01 no. 75 KW, 2850 LPM, 90 Mtr head main pump and 1 no. 7.5 KW, 180 LPM, 90 mtr head jockey pump for fire hydrant.
- 01 no. 75 KW, 2850 LPM, 90 Mtr head main pump and 1 no. 7.5 KW, 180 LPM, 90 mtr head jockey pump for fire Sprinkler
- One no. Diesel operated fire pump of capacity 2850 LPM, 90 mtr head

Fire pipe line risers are available up to 3rd & 4th Floor and same to be used by Licensee for tap-off for hydrants and sprinkler. Although, installed system is sufficient to take care upto 4th floor. Any addition/up gradation/modification in the existing Fire protection system as per statutory requirement for licensee retail planning will have to be carried out by licensee at his own cost.

c. Licensee has to plan & install all further fire related works including Fire alarm & control system for each floor at his own cost. Licensee has to install repeater panel & mimic panel nearby to the space where DMRC existing FACP is installed and/or along with already installed DMRC repeater and mimic panel so as to meet statutory requirement of DFS, with all cost to be borne by licensee.

d. No Fire NOC is available for 3rd floor. Licensee has to plan & carry out all fire system works to meet the statutory requirement of DFS at their own cost, got it verified by DMRC and seeks NOC from DFS department as per their retail planning.

e. Provision of portable fire extinguishers as per requirement to be provided by Licensee as per Annexure-IV-H.

f. Part of 3rd floor area is already leased out and fire sprinklers & detectors are installed in this area. 3rd floor licensee has to plan their Fire alarm & control panel in such a way that this leased out area fire system can also be integrated in their proposed system and Licensee has to seek NOC of combined area.

g. Basement area (planned for DG sets & ECS System and LT Panel room etc.) fire protection system installation & maintenance is responsibility of 3rd floor licensee at his own cost.
h. Putting up of signage for Emergency walkway/fire escape route/ refuse area/entrance/common area and their lighting, cleaning, maintenance and security is under Licensee scope of work.

i. Licensee should not in any way obstruct or permit the obstructions of any emergency walkway/fire escape route/ refuse area/entrance/common area within or outside their premises.

j. If the existing retail area structure / usage are required to be upgraded/ modified for commercial reasons, the same has to be carried out by licensee at its own cost duly ensuring that entire work on completion meets statutory requirement on Fire safety & electrical safety including meeting with the specifications of DMRC electrical items. The dismantled accessories etc., if any, need to be handed over to DMRC.

k. Licensee shall not store or use flammable or explosive substance in their premises, except with the DMRC consent.

l. On issue of permissibility to use coal/LPG/PNG and other electrical appliances for the purpose of cooking / serving the eateries, instructions / guidelines issued by PD/PB wing of DMRC may be referred. Clarification, if any, may be sought from PB/PD Department only.

m. Integration of water sprinkler system to the hydrant pipe line of DMRC will have to be carried out by Licensee by approaching Works (Civil Engg.) department of DMRC.

n. Licensee has to operate and maintain entire Fire system of 3rd Floor in line with good maintenance practice to maintain and keep all fire hydrants, sprinklers, fire alarm and control system, emergency lights, exit signage and fire fighting equipments in working order at all times and system meet all stipulations / requirement laid down by DFS.

4 General:

a. That except in the event of mechanical defect and/or electrical defect/ scheduled maintenance activity / any other defect not in control of DMRC, DMRC will provide electric supply, however, DMRC shall not be liable and / or responsible for any claim of whatsoever in nature arising out of them.

b. Licensee to permit DMRC employee at all reasonable hours in normal case / at any time in emergency, to enter in the premises for the inspection or for any other purpose connected with the work.

c. Licensee has to own entire Electrical Power supply, Air conditioning and Fire alarm & control system (refer 1,2 &3 above) on “as is where is basis” at D21 Building 3rdFloor, and licensee will have to operate & maintain the system / equipments installed by it to the best maintenance practice duly ensuring compliance of various
stipulations related to electrical & fire safety. Any rectification /repair/ modification with regard to above has to be carried out by Licensee itself at its own cost. The licensee voluntarily and unequivocally agrees not to seek any claim, damage, compensation or any other consideration whatsoever on account of time & costs associated in carrying out the above works.

d. If any work is carried out by DMRC for the licensee on being requested by the licensee, then cost for the same will be the actual cost incurred on the work by DMRC + 15% supervision charge of DMRC.

e. Lifts: There are 03 nos, 20 passengers elevators serving to GF, 1st, 2nd, 3rd & 4th floors of D21 building. DMRC is carrying out comprehensive maintenance of these elevators regularly. However, each licensee has to provide unhindered access to DMRC representative for carrying out normal maintenance or emergency procedures.

f. Facility Manager: Each licensee has to appoint his own Facility Manager at his own cost for looking after the operation & maintenance of various electrical power supply distribution, air-conditioning system (i.e. all E&M activities) and fire protection system for the equipments/assets installed by the licensee under his jurisdiction.
C. BUILDING 4th floor of Airport Metro Express Line

3 ELECTRICAL POWER SUPPLY:

3.1 Availability of Electrical load:

a. Electric power required for commercial activity within footprint of D-21 Building 4th Floor are to be drawn from existing available source i.e. from one no. 3000 kVA, 33/0.415 kV Auxiliary transformer installed at basement of D-21 building (Refer drawing at Annexure-IV-A). Distribution of Electrical load including air conditioning for 4th Floor Licensee of D-21 building from this transformer will be as under;

<table>
<thead>
<tr>
<th>Floor Location</th>
<th>Area of space (in sq.m)</th>
<th>Electrical load (in KVA)</th>
</tr>
</thead>
<tbody>
<tr>
<td>4th Floor</td>
<td>9300</td>
<td>1650</td>
</tr>
</tbody>
</table>

b. Availing power supply from outside agencies in DMRC is not permitted. Hence, for reliability of power supply, if desire, Licensee can install their own DG sets at their own cost as mentioned in 1.2 below.

c. No lighting provision is available at 4th floor lobby.

d. Any addition / up-gradation/ modification of existing electrical power system works (refer 1.1.a) if required, are to be taken up subject to technical feasibility and approval from DMRC. If approved, same work can be carried out by Licensee with all cost to be borne by Licensee.

e. Except this one no. 3000 kVA, 33/0.415 kV Auxiliary transformer installed at basement of D-21 building, no further LT system has been planned for distribution by DMRC. Each Licensee has to plan & carry out all further LT distribution work and bear all cost.

f. Being common transformer, one common LT panel with one incomer and two outgoing feeders each for 3rd & 4th Floor licensee to be planned & installed by 3rd or 4th Floor (or both) licensee, with cost to be shared by both licensees on terms mutually agreed to both of them. DMRC will have no role to play in this aspect of cost sharing between the Licensees. Further distribution from this LT panel outgoing feeders to their respective areas is responsibility of respective individual licensee and all cost related to this work to be borne by the same licensee.

g. In addition to the works mentioned above, the licensee for 4th Floor has to carry out all works for functioning of retail area on their own cost including outgoing feeders from common LT panel, cable trays, hangers in cable route, individual LT panel room at respective floor and subsequent extension of power supply from individual LT panel room along with associated cabling, cable tray, earthing, common & retail shops internal wiring, lighting, power distribution etc.

h. Licensee has to integrate with already earthing system installed by DMRC. Two common points for earthing will be provided to individual licensee at basement level itself in the existing METs of DMRC. All further work has to be carried out by Licensee at its own cost.
3.2 Reliability of Power supply/ Use of DG set:

a. Power Supply of DMRC is from reliable network which draws power from two different 66 kV sources. In case of failure of one source, power can be fed from second source. The power supply connection released for commercial activity is from single feeder from this available DMRC power network. Hence, for reliability of power supply, if desire, individual Licensee can install their own DG set at their own cost, as DG power available in DMRC network will not be made available to Licensee(spare capacity is not available). DG set planned for this purpose should cover Licensee’s load requirement and same to be provided in line with guidelines issued by DMRC (refer Annexure-IV-B).

b. Certain ventilation ducting along with installation of fans already exists in basement area where installation of DG is required to be installed by Licensee. Licensee has to check & verify the same. For any addition / up-gradation/ subsequent extension / modification of the same to be carried out by Licensee at their own cost in accordance with statutory requirements and stipulations of Fire & electrical safety.

c. Each Licensee has to plan(if required) at their own cost DG set, DG exhaust, earthing of DG system and associated panel & cabling system for feeding the DG power to his own LT panel room at each floor. Please refer cl. No. 2.1b for allotment of space for installation of DG set.

d. Licensees can also provide UPS / Inverter at their own cost in own premises, if desire or need arise.

3.3 Specifications for electrical work:

a. For any addition / up-gradation/ subsequent extension / modification of electrical power system works carried out by Licensee, to be carried out in accordance with detailed electrical specifications as per Annexure-IV-C.

b. Licensee has to submit the plan of DG installation & smoke extraction system to DMRC and DMRC will check and approve the same so that the works undertaken are in line with safety norms of electrical & fire safety.

c. The dismantled accessories of existing work as defined in 1.1.a & c above, if any, needs to be handed over to DMRC.

d. The works executed by licensee shall be inspected by DMRC representative for ensuring compliance of specifications / stipulations of contract and fulfillment of safety norms of electrical & fire safety.

e. At the end of the contract (pre-mature surrender/termination, natural completion, etc.) all facilities installed by DMRC (refer 1.1.a & c) shall be sole property of DMRC. Licensee has to handover these in good order & working condition. The facilities installed by Licensee will be his own property and Licensee has to remove all these from the site. If facilities installed by DMRC (refer 1.1.a & c) have not been handed over in good working condition or Licensee found unable to remove his own installed facilities, DMRC has the right to rectify / remove the same and recover the corresponding cost from Licensee.

f. For carrying out any addition / up-gradation/ subsequent extension/ modification work by Licensee / any work related to construction/ finishing work, for which
power is required, licensee will apply for temporary electrical connection from DMRC. Temporary connection is given for reasonable time period. Format of application for seeking temporary connection and lists of documents required for same is attached at Annexure-IV-D.
g. Licensee after completion of all electrical and fire safety works in leased premises in all respect duly complied to all safety norms prescribed by DMRC as per Annexure-IV-E, F & G, will apply for permanent electrical connection. After inspection and verification by DMRC representative to all compliance, Connection will be converted into permanent one.
h. If Licensee fails to complete the work as mentioned above in order to regularize temporary connection into permanent connection within reasonable time, temporary connection will also be disconnected. For this Licensee will be solely responsible.

3.4 Electrical Metering:

a. Calibrated CT operated Energy meter having TOD facility as per Delhi Tariff schedule shall be installed at single point i.e. at individual outgoing feeder of common LT panel at basement level for 4th Floor Licensee, with cost to be borne by Licensee. DMRC in any case will not provide meters to individual shops/ kiosk.
b. Electrical load will be sanctioned individually for individual feeder of 4\textsuperscript{th} Floor at which meter is installed at basement and tariff will be based on individual sanctioned load.
c. Energy Meters including connected accessories/meter box etc., in line with specifications of DMRC to be procured, installed and commissioned by Licensee for his own metering at his own cost.
d. Regular testing of all meters at defined interval will be responsibility of Licensee.

3.5 Tariff for Electrical Metering:

a. Rate of electricity for temporary or permanent electrical connection shall be charged from licensee at whom concerned DISCOM would be charging, had they obtained electric connection from them as per prevalent tariff orders issued by DERC.
b. Tariff applicable shall be NDHT for LT load greater than 108 KVA and NDLT below 108KVA as per existing tariff order. However, same may change as per prevalent tariff orders.

3.6 Operation and Maintenance:
Licensee has to operate and maintain entire electrical system under its jurisdiction i.e. entire electrical power system downstream from transformer along with DG sets and DG smoke extraction. For common LT panel, both 3\textsuperscript{rd} & 4\textsuperscript{th} floor Licensee has to come to understanding and make one party responsible for same. Entire system has to be maintained in line with good maintenance practice to maintain entire system in safe & working condition.
Licensee has to ensure that all the electrical work done within the Licensee premises including wiring, power outlets and gadgets for power distribution & air conditioning system are used, operated and maintained properly for guarding against short
circuit/fires and are as per the Indian Electricity Rule, 1956 and other applicable laws, statutory provisions and standards in force at the time, and Licensee has to indemnify DMRC against any loss accrued to the Licensee on this account. Further, the Licensee 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 licensee, all the loss shall be borne by the licensee.

2 AIRCONDITIONING SYSTEM:

2.1 Availability

a. Licensee has to plan its own air-conditioning system along with all associated pumps, piping/ducting, cooling towers, cabling, etc. and fresh air, normal & smoke exhaust system including ducting, fans, dampers, staircase pressurization system etc. as per their requirement, with all cost to be borne by Licensee.

b. Allotment of Space in Basement level for ECS Equipment, DG set & Electrical Panel:
   - The space for installation of equipment/plants etc. for ECS equipment & DG set including panels by each of the licensee for each of the floor has been allotted/enmarked out of the existing space available in the basement of D-21 Building (refer Annexure-IV-A).
   - The space for installation of common LT Panel for electrical power supply by each of the licensee for each of the floor has been allotted/enmarked out of the existing space available in the basement of D-21 Building (refer Annexure-IV-A).
   - The space for installation of Piping, cabling & smoke exhaust by each of the licensee for each of the floor has been allotted/enmarked out of the existing space available in the common shafts from basement to 3rd, 4th floor and roof top of 4th floor of D-21 Building (refer Annexure-IV-A).

c. Allotment of Space on the roof top of 4th Floor to 4th Floor Licensee:
   For meeting the service requirements for Basement, 1st & 2nd Floor of D-21 Building, DMRC has installed Cooling towers of centralized air-conditioning system, outdoor (condensing unit) of VRV etc., DG exhaust & overhead water tanks on roof of 4th floor at D-21 building. Therefore, 4th floor licensee would also be permitted to install only the above equipments on the pattern of DMRC on the roof of 4th floor at D-21 building with the condition that in case DMRC construct additional floor in future, then the licensee will be bound to shift the above equipments/utilities to the roof top of newly constructed additional floor in line with building height clearance from Airport Authority of India (refer bid document), with cost for shifting being born by Licensee at that point of time. Therefore, the licensee will be required to design & install their above mentioned equipments such that the same can be shifted on the roof top of newly constructed additional floor without change of equipment. The licensee will not be permitted to install any other equipment on roof top of 4th Floor other than those mentioned above.
DMRC will not bear the cost of shifting & associated modification related to pipelines/cabling etc. and the change of equipment w.r.t. D-21 building. All cost related to change of equipment (if required at that point of time due to licensee not taking care of the same at the initial stage of installation) will have to be borne by Licensee.

d. **Available of water tank, RO plant and Booster pump for 4th Floor Licensee:**
   Presently 5 nos. Water storage underground tanks each of 100KL consisting of 2 nos. for Fire, 1 for raw water, 1 for domestic water and 1 for CT makeup water have been provided at D-21 building. Each licensee to take supply of water from existing raw tanks and thereby install their own RO/Water Softening Plant along with water distribution system for meeting requirement of treated water supply for ECS System (chilled water and condensing water requirement) & general requirement. Works Department should decide the metering arrangement for water consumption of the licensee. The space for installation of equipment/plants etc. for RO Plant & booster pumps for water supply by each of the licensee for each of the floor has been allotted/enmarked out of the existing space available in the basement of D-21 Building (refer Annexure-IV-A).

e. **Overhead tank at terrace level**
   Presently 3 nos. Overhead tank each of 20 KL, one for domestic water, one for Fire sprinkler and one for Cooling tower makeup tank have been provided at D-21 building and same is sufficient to meet DMRC requirement only. Therefore, on the similar pattern, each of the licensee will have to install their respective overhead storage tanks on roof of 4th floor for meeting their water requirement of different types in consultation with DMRC works department.

f. **Wall / structural opening & closing**
   All structural / wall / facade glass opening for electrical, DG, Air conditioning, smoke extraction, fresh air & normal exhaust works and their sealing after completion of work with Fire resistant material in line with statutory requirement has to be carry out by licensee at his own cost after DMRC approval. Licensee has to carry out the work in such a way that opening does not adversely affect the structure design.

g. **Any addition / up-gradation / modification of existing requirement as defined above if required, are to be taken up subjected to technical feasibility and approval from DMRC. If approved, same work can be carried out by Licensee with all cost to be borne by Licensee.**

h. **For meeting Air conditioning, fresh air, normal & smoke exhaust system, RO plant & water requirement, Licensee will have to plan / design their own system / equipment in totality. Licensee is advised to have a site visit. Above works have to be carried out by Licensee at its own cost. Licensee is required to submit its plan to DMRC and DMRC will check and approve the same so that the works undertaken are in line with safety norms of electrical & fire safety.**
i. Licensee has to submit the specifications of equipments and scheme for the work carried out to seek approval from DMRC.

j. The dismantled accessories of existing DMRC installations, if any, need to be handed over to DMRC.

k. Air conditioning & smoke extraction installed by Licensee to be integrated with Fire alarm & control system made available by Licensee itself in such a way that in event of fire, automatic smoke extraction system should work and air conditioning system to put off automatically for that respective floor level.

Note:
4. Annexure-IV-A mention only proposed route/ path & placement of equipments. However, Licensee has to plan all his works and carry out all detailed engg at his own cost. Licensee at any point can not claim to DMRC for any change/modification of route/ placement of equipments after detailed engg. The area required for installation of above will also be considered as part of leased out area issued to Licensee.

5. Instead of planning/installation of individual”’ DG set, ECS system, LT panel and RO plant” by each licensee of 3rd and 4th Floor, if mutually agreed combined system of ”’ DG set, ECS system, LT panel and RO plant” to meet combined requirement of 3rd and 4th Floor can be planned by either 3rd or 4th floor (both) licensee. The cost to be shared by both licensees on terms mutually agreed to both of them. DMRC will have no role to play in this aspect of cost sharing between the Licensees.

6. Proposed area is tentative and Licensee has to make his own arrangement in this proposed area only. However, area may vary as per vendor requirement only with DMRC consent.

2.2 Metering

No separate metering is envisaged as all system is installed by licensee and electrical load is taken from already sanctioned load.

2.4 Operation and Maintenance:

Licensee has to operate and maintain their entire Air-conditioning, heating, water, RO system and mechanical system under its jurisdiction in line with good maintenance practice to maintain entire system in electrically & Fire safe and in working condition.

3 Fire Alarm & Control System and Fire NOC:

a. Dedicated Fire alarm & control system for each floor has to be planned and installed by Licensee at his own cost.

b. Existing capacity of Fire Fighting pumps and water tanks are as under:
Draft License Agreement for Licensing of Built-Up & Bare shell structure of Corporate Park (D21) at Dwarka

- Underground water capacity fire tank (2 nos. of 100 KL)
- 4th floor terrace level Fire sprinkler tank (20 KL)
- 01 no. 75 KW, 2850 LPM, 90 Mtr head main pump and 1 no. 7.5 KW, 180 LPM, 90 mtr head jockey pump for fire hydrant.
- 01 no. 75 KW, 2850 LPM, 90 Mtr head main pump and 1 no. 7.5 KW, 180 LPM, 90 mtr head jockey pump for fire Sprinkler
- One no. Diesel operated fire pump of capacity 2850 LPM, 90 mtr head

Fire pipe line risers are available up to 3rd & 4th Floor and same to be used by Licensee for tap-off for hydrants and sprinkler. Although, installed system is sufficient to take care upto 4th floor. Any addition/ up gradation / modification in the existing Fire protection system as per statutory requirement for licensee retail planning will have to be carried out by licensee at his own cost.

c. Licensee has to plan & install all further fire related works including Fire alarm & control system for each floor at his own cost. Licensee has to install repeater panel & mimic panel nearby to the space where DMRC existing FACP is installed and/or along with already installed DMRC repeater and mimic panel so as to meet statutory requirement of DFS, with all cost to be borne by licensee.

d. No Fire NOC is available for 4th floor. Licensee has to plan & carry out all fire system works to meet the statutory requirement of DFS at their own cost, got it verified by DMRC and seeks NOC from DFS department as per their retail planning.

e. Provision of portable fire extinguishers as per requirement to be provided by Licensee as per Annexure-IV-H.

f. Basement area (planned for DG sets & ECS System and LT Panel room etc.) fire protection system installation & maintenance is responsibility of 4th floor licensee at his own cost.

g. Putting up of signage for Emergency walkway/fire escape route/ refuse area/entrance/common area and their lighting, cleaning, maintenance and security is under Licensee scope of work.

h. Licensee should not in any way obstruct or permit the obstructions of any emergency walkway/fire escape route/ refuse area/entrance/common area within or outside their premises.

i. If the existing retail area structure / usage are required to be upgraded/ modified for commercial reasons, the same has to be carried out by licensee at its own cost duly ensuring that entire work on completion meets statutory requirement on Fire safety & electrical safety including meeting with the specifications of DMRC electrical items. The dismantled accessories etc., if any, needs to be handed over to DMRC.
j. Licensee shall not store or use flammable or explosive substance in their premises, except with the DMRC consent.

k. On issue of permissibility to use coal/LPG/PNG and other electrical appliances for the purpose of cooking / serving the eateries, instructions / guidelines issued by PD/PB wing of DMRC may be referred. Clarification, if any, may be sought from PB/PD Department only.

l. Integration of water sprinkler system to the hydrant pipe line of DMRC will have to be carried out by Licensee by approaching Works (Civil Engg.) department of DMRC.

m. Licensee has to operate and maintain entire Fire system of 4th Floor in line with good maintenance practice to maintain and keep all fire hydrants, sprinklers, fire alarm and control system, emergency lights, exit signage and fire fighting equipments in working order at all times and system meet all stipulations / requirement laid down by DFS.

4 General:

a. That except in the event of mechanical defect and/or electrical defect/ scheduled maintenance activity / any other defect not in control of DMRC, DMRC will provide electric supply, however, DMRC shall not be liable and / or responsible for any claim of whatsoever in nature arising out of them.

b. Licensee to permit DMRC employee at all reasonable hours in normal case / at any time in emergency, to enter in the premises for the inspection or for any other purpose connected with the work.

c. Licensee has to own entire Electrical Power supply, Air conditioning and Fire alarm & control system (refer 1,2 &3 above) on “as is where is basis” at D21 Building 4th Floor, and licensee will have to provide unhindered access to the licensees.

d. If any work is carried out by DMRC for the licensee on being requested by the licensee, then cost for the same will be the actual cost incurred on the work by DMRC + 15% supervision charge of DMRC.

e. Lifts: There are 03 nos, 20 passengers elevators serving to GF, 1st, 2nd, 3rd & 4th floors of D21 building. DMRC is carrying out comprehensive maintenance of these elevators regularly. However, each licensee has to provide unhindered access to
Draft License Agreement for Licensing of Built-Up & Bare shell structure of Corporate Park (D21) at Dwarka

DMRC representative for carrying out normal maintenance or emergency procedures.

f. Facility Manager: Each licensee has to appoint his own Facility Manager at his own cost for looking after the operation & maintenance of various electrical power supply distribution, air-conditioning system (i.e. all E&M activities) and fire protection system for the equipments/assets installed by the licensee under his jurisdiction.
Details of Fixtures and fittings at 2nd Floor D-21
Annexure-IV-A

Details of Fixtures and fittings at 3rd Floor D-21
Details of Fixtures and fittings at 4th Floor D-21
Annexure-IV-B

Guidelines for use of DG set by PD Licensee at Metro Stations
(For Scheduled Spaces at 3rd and 4th Floor Level)

1. DG set shall be allowed only as standby power supply arrangement, after release of permanent supply.

2. Capacity of DG set should not be more than sanctioned load. DG set supply should be fed only to essential loads.

3. Proper size cable should be laid as per capacity of DG set. Electrical drawings and layout plans be got prior approval from DMRC/EIG.

4. Proper protection should be provided so that normal and DG supply are not mixed.

5. DG set should be silent type and noise and emission limits should be as per CPBC norms.

6. CPCB certificate of DG set should be submitted confirming the standards.

7. DG set should be installed in proper fencing/room so that inconvenience to commuters may be avoided.

8. Proper fire protection and suppression system should be provided for DG set room. Clearance shall have to be obtained from Fire Officer.

9. Proper maintenance of DG set should be carried out so that parameters are within CPCB limits.

10. Proper separate double earthing of DG set for body and neutral should be provided as per fault calculation. Neutral earthing should of copper.

11. DG exhaust stack height should not be less than \( H = h + 0.2 \sqrt{KVA} \), where \( H \) = height of exhaust stack, \( h \) = height of building.

12. Diesel should only be stored in inbuilt tank of DG set.

13. Area allotted for DG set shall be billed for license fee.

14. EIG (Electrical Inspector General to Govt. of India) sanction is required before starting of DG set. Inside metro premises, DMRC nominated officer act as EIG.
SPECIFICATIONS FOR ELECTRICAL WORKS

1. Licensee is required to prepare all the plans/drawings for Electrical & Fire work to be carried by them and obtain prior approval of DMRC before execution. The work is required to be executed as per IE rules and through a licensed Sub Contractor. All costs associated with provision of electricity 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.

2. For Elevated station load up to 10 KVA shall given in single phase & in case of underground stations load upto 5KVA shall be given. Load above this shall only be given in three phase. License is required to balance load at his end so that no unbalancing occurs at DMRC end.

3. Cables upto 6 Sq.mm. will be of copper conductor and above 6 Sq.mm. Aluminum conductor may be used. However in case of underground station use of Aluminum conductor cable is not allowed. Cables for single phase shall be three core , with one core as earth. For three phase load four core cable along with separate 2 nos. of 8 SWG GI wires shall be used for earthing. For underground stations 2 separate earth wire of 8 SWG copper conductor shall be used.

4. For elevated stations all wires shall be FRLS. Cables shall be armoured, XLPE , FRLS. In case of Underground stations all wires and cables shall be armoured , XLPE FRLSZH and conform to NFPA-70 ,BS-6724 and BS6724.

5. The meter box along with MCB & ELCB will be metallic and without any holes. DP MCB & ELCB is required for single phase supply. TPN MCB and ELCB are required in case of three phase. ELCB, cables, MCB rating for main connection shall be as per table- E-1.

6. Use of any PVC material is not permitted in the underground stations

7. Licensee will provide their proposed protection philosophy with proper discrimination with upstream breaker and seek approval from DMRC.

8. Specification for all materials / works must follow the standards, codes and specifications as used by DMRC in the E&M works. If any item/ equipment/ work is not covered in standards, codes and specifications of DMRC, then the same has to be procured / installed from reputed manufacturer/ make in line with relevant IS/IEC standard with prior approval of DMRC.

9. In case, the licensee draws power more than the sanctioned load, electricity connection may be disconnected. The electricity connection will be restored 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.

10. Only Galvanized Cable tray, Conduit, Cable Ladder shall be allowed.
11. Internal wiring of luminaries (Light Fittings) and Signage in signage’s panel shall also be FRLSZH in case of UG stations.

12. All Plastic accessories used in luminaries shall be non-flammable material, meeting all the NFPA requirements, preferable by UV and shall be suitable for application at UG station conforming to UL – 94 standards on flammability of material.

**TABLE: E-1 (Rating of Electric items)**

<table>
<thead>
<tr>
<th>Power Requirement (KVA)</th>
<th>Rating of MCB (A, 10kA)</th>
<th>Rating of ELCB (A, mA)</th>
<th>Cable Size Copper (Sq.mm.) DB to licensee premises</th>
</tr>
</thead>
<tbody>
<tr>
<td>ELEVATED STATION</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0 - 0.1</td>
<td>0.5</td>
<td>16, 30</td>
<td>1.5</td>
</tr>
<tr>
<td>0.1 - 0.2</td>
<td>1</td>
<td>16, 30</td>
<td>1.5</td>
</tr>
<tr>
<td>0.2 - 0.5</td>
<td>2</td>
<td>16, 30</td>
<td>1.5</td>
</tr>
<tr>
<td>0.5 - 0.7</td>
<td>3</td>
<td>16, 30</td>
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<td>0.7 - 0.9</td>
<td>4</td>
<td>16, 30</td>
<td>1.5</td>
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<td>0.9 - 1.2</td>
<td>5</td>
<td>16, 30</td>
<td>1.5</td>
</tr>
<tr>
<td>1.2 - 1.4</td>
<td>6</td>
<td>16, 30</td>
<td>1.5</td>
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<tr>
<td>1.4 - 2.3</td>
<td>10</td>
<td>16, 30</td>
<td>2.5</td>
</tr>
<tr>
<td>2.3 - 3.7</td>
<td>16</td>
<td>16, 30</td>
<td>4</td>
</tr>
<tr>
<td>3.7 - 4.6</td>
<td>20</td>
<td>25, 30</td>
<td>4</td>
</tr>
<tr>
<td>4.6 - 7.4</td>
<td>32</td>
<td>32, 30</td>
<td>6</td>
</tr>
<tr>
<td>7.4 - 9.2</td>
<td>40</td>
<td>40, 30</td>
<td>10</td>
</tr>
<tr>
<td>9.2 - 10.0</td>
<td>50</td>
<td>63, 30</td>
<td>16</td>
</tr>
<tr>
<td>UNDER GROUND STATIONS</td>
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<td></td>
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</tr>
<tr>
<td>0 - 0.1</td>
<td>0.5</td>
<td>16, 30</td>
<td>3 Core x 4 Sq. mm (for single phase)</td>
</tr>
<tr>
<td>0.1 - 0.2</td>
<td>1</td>
<td>16, 30</td>
<td>3 Core x 4 Sq. mm (for single phase)</td>
</tr>
<tr>
<td>0.2 - 0.5</td>
<td>2</td>
<td>16, 30</td>
<td>3 Core x 4 Sq. mm (for single phase)</td>
</tr>
<tr>
<td>0.5 - 0.7</td>
<td>3</td>
<td>16, 30</td>
<td>3 Core x 4 Sq. mm (for single phase)</td>
</tr>
</tbody>
</table>
## LIST OF APPROVED MAKES

<table>
<thead>
<tr>
<th>S. N.</th>
<th>Item</th>
<th>Approved Makes</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>GI Conduit Pipes</td>
<td>BEC, AKG, NIC, Steel Craft -- ISI Marked</td>
</tr>
<tr>
<td>2.</td>
<td>GI Conduit Accessories</td>
<td>Confirming to BIS as per approved samples</td>
</tr>
<tr>
<td>3.</td>
<td>Copper Conductor FRLS, PVC insulated wires</td>
<td>National, Ecko, Finolex, Havells, Grandly, NICCO, Asian, Poly Cab</td>
</tr>
<tr>
<td>4.</td>
<td>Copper Conductor FRLSZH, PVC insulated wires</td>
<td>Polycab, Ducab Dubai, Cords Cables, KEI.</td>
</tr>
<tr>
<td>5.</td>
<td>FRLS Cables</td>
<td>Fort Gloster, NICCO, Finolex, Asian/RPG, KEI, Havells, Polycab, CCI, Universal</td>
</tr>
<tr>
<td>6.</td>
<td>FRLSZH, PVC Cables</td>
<td>Polycab, Ducab Dubai, Cords Cables, KEI, Rashi Cables.</td>
</tr>
<tr>
<td>7.</td>
<td>Switches &amp; Socket outlets</td>
<td>Crabtree, Anchor, MDS, LK (Schneider)</td>
</tr>
<tr>
<td>8.</td>
<td>MCB, RCCB (ELCB)</td>
<td>L&amp;T Hager, MDS, Siemens, GE, Merlin-Gerin, ABB, Schnieder</td>
</tr>
<tr>
<td>11.</td>
<td>Luminaries</td>
<td>Philips / Schrader / Osram / Bajaj / Thorn / Crompton</td>
</tr>
</tbody>
</table>
## FORMAT OF APPLICATION FOR TEMPORARY POWER SUPPLY

<table>
<thead>
<tr>
<th>SN</th>
<th>ITEM</th>
<th>DETAILS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Name of the Licensee</td>
<td>:</td>
</tr>
<tr>
<td>2</td>
<td>Station</td>
<td>:</td>
</tr>
<tr>
<td>3</td>
<td>Reference to allotment letter <em>(Copy to be attached)</em></td>
<td>:</td>
</tr>
<tr>
<td>4</td>
<td>Load Requirement (KW)</td>
<td>:</td>
</tr>
<tr>
<td>5</td>
<td>Details of submission of Advance Consumption Deposited as per load</td>
<td>:</td>
</tr>
<tr>
<td>6</td>
<td>Details of Cable installed along with earthing <em>(Make and rating)</em> Attach cable test report</td>
<td>:</td>
</tr>
<tr>
<td>7</td>
<td>Details of MCCB/MCB installed <em>(make and rating)</em></td>
<td>:</td>
</tr>
<tr>
<td>8</td>
<td>Details of ELCB installed <em>(make and rating)</em></td>
<td>:</td>
</tr>
<tr>
<td>9</td>
<td>Details of MDI / TOD Energy meter installed <em>(Make and rating)</em> Attach Original Meter Test Report</td>
<td>:</td>
</tr>
<tr>
<td>10</td>
<td>Please confirm whether lockable meter box with earthing has been provided and sealed by DMRC representative</td>
<td>:</td>
</tr>
<tr>
<td>11</td>
<td>Attach Cable layout plan <em>(submitted by license &amp; signed by concerned E &amp; M supervisor)</em></td>
<td>Attached / Not Attached</td>
</tr>
<tr>
<td>12</td>
<td>Attach Electrical Declaration as per Annexure F 1/F2 on Rs.100/- Non-judicial Stamp paper</td>
<td>Attached / Not Attached</td>
</tr>
</tbody>
</table>

### PROCEDURE

1. After ensuring laying of cable and meter box as per stipulations, licensee shall apply to concerned PD / PB department in above form.

2. Electrical Department shall release temporary electric connection after verification.

3. Licensee to ensure that rules and specifications for electrical works, fire safety requirements have been understood by them and necessary approval wherever required has been taken / applied for.
Annexure –12-E

**FORMAT OF APPLICATION FOR PERMANENT POWER SUPPLY**

<table>
<thead>
<tr>
<th>SN</th>
<th>ITEM</th>
<th>DETAILS</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>Name of the Licensee</td>
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<td>Station</td>
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</tr>
<tr>
<td>6</td>
<td>Details of Cable installed along with earthing (Make and rating)</td>
<td>:</td>
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<tr>
<td></td>
<td>Attach cable test report</td>
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</tr>
<tr>
<td>7</td>
<td>Details of MCCB/MCB installed (make and rating)</td>
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</tr>
<tr>
<td>8</td>
<td>Details of ELCB installed (make and rating)</td>
<td>:</td>
</tr>
<tr>
<td>9</td>
<td>Details of MDI / TOD Energy meter installed (Make and rating)</td>
<td>:</td>
</tr>
<tr>
<td></td>
<td>Attach Original Meter Test Report</td>
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<td>10</td>
<td>Please confirm whether lockable meter box with earthing has been provided and sealed by DMRC representative</td>
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<tr>
<td>11</td>
<td>Attach Cable layout plan (submitted by license &amp; signed by concerned E &amp; M supervisor)</td>
<td>Attached / Not Attached</td>
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<tr>
<td>12</td>
<td>Attach Electrical Declaration as per Annexure F 1/F2 on Rs.100/- Non-judicial Stamp paper</td>
<td>Attached / Not Attached</td>
</tr>
<tr>
<td>13</td>
<td>Attach Electrical Installation Test Report {In stipulated format as per Annexure-G} signed from Electrical contractor holding valid license</td>
<td>Attached / Not Attached</td>
</tr>
</tbody>
</table>

**PROCEDURE**

1. After ensuring completion of all electrical works as per stipulations and completion of all safety requirements i.e. Fire safety, clearance by local fire service etc., licensee shall apply to concerned PD / PB department in above form.

2. Electrical Department and Fire Department shall carry out inspection at site and if found complied, permanent electric connection shall be released.
Annexure-IV-F1

DECLARATION
{ For Elevated Stations, On non judicial stamp paper of Rs. 100/-}

I ________________, son/daughter/wife of ________________ (hereinafter referred to as the “Applicant”, which term shall mean and include executors, administrators, heirs, successors and assigns), do hereby swear and declare as under:

OR

________________________, a company incorporated under the provision of the Companies Act 1956, a sole proprietorship, a partnership having its registered office at ________________ (hereinafter 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 concerned State Electricity Regulatory Commission’s Tariff Schedule and the miscellaneous charges for supply as may be in force from time to time, including advance Consumption Deposit etc.
2. That the Applicant shall have no objection for the DISCOMs to carry out Inspections of the Applicants’ 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 with 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 for power distribution & air conditioning system are used, operated 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. That specification for all materials / works will follow the standards, codes and specifications as used by DMRC in the E&M works. If any item/ equipment/ work is not covered in standards, codes and specifications of DMRC, then the same will be procured / installed from reputed manufacturer/ make in line with relevant IS/IEC standard with prior approval of DMRC.

10 To pay DMRC all costs and expenses that DMRC may incur by reason of a fresh service connection being given to the Applicant.

11. 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.

12. To be bound by DMRC’s conditions of supply, and all applicable acts and rules.

13. That DMRC shall not be responsible for any interruption/diminution of supply.

14. Others

14.1 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 approved 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.

14.2 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 its premises shall be done by the applicant in line with scope of work provided by DMRC. Approval to the layouts/schemes/details shall be taken from DMRC O&M wing.

14.3 Only FRLS /FRLSZH cable of required size shall be used for tapping off supply from DMRC fixed supply to licensee premises in rigid GI Conduit pipe in line with specifications of Electrical works provided to applicant by DMRC.

14.4 Licensee will also do wiring within his shop/stall by using GI conduit or fire resistance PVC casing/ caping. The Licensee shall use FRLS /FRLSZH copper wire of the required size in line with specifications of Electrical works provided to applicant by DMRC (the wiring scheme, the type of wiring, size of wires, various loads, plug point, light fan etc. shall be as per DMRC’s approval).
14.5 DMRC will provide Power Supply of single phase, 230V, 50Hz for a max. connected load up to 10kVA/5 KVA in line with specifications of Electrical works provided to applicant by DMRC. Electrical load requirement exceeding above will be given on 3-phase, 415V, 50Hz subject to availability.

14.6 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.

14.7 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.

14.8 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.

14.9 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.

14.10 Licensee shall use Brand/make Electrical wiring and switch gear items in line with specifications of Electrical works provided to applicant by DMRC. The Electrical Contractor/agency at Licensee’s cost shall carry the entire work. DMRC’s representative may inspect and supervise the work.

14.11 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. Every shop/property Development area must have enough fire Extinguisher as stipulated.

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

14.13. The power shall be supplied normally as per approved sanction load by DMRC. Minimum load to be given shall be 2 KVA on which the demand charges as applicable shall be paid by the Licensee. Additional power up to 10 kW on single phase and thereafter on three phase system if required by the Licensee will be supplied subject to availability at an additional cost and conditions to be stipulated by DMRC.

14.14. 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 State ERC norms and removes excess load. On the subsequent occasion, DMRC reserves the right to revoke the license and forfeit the interest free security deposit.

14.15 In case, the Licensee is found misusing 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.
15. 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.

16. 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.

17. That the supply shall not be extended/sublet to any other premises.

18. 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.

19. 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.

20. That DMRC shall be at liberty to transfer the dues remaining unpaid by the Applicant, after adjusting the advance consumption deposit, to other service connections(s) that may stand in the Applicant’s name.

21. To allow clear and unencumbered access to the meters for the purpose of meter reading, maintenance, inspection, checking, testing etc.

22. That DMRC shall be entitled to disconnect the service connection under reference in the event of any default and/or non-compliance of contractual and/or 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.

23. 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.

24. 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:

Signed and delivered in the presence of:

Witness 1
Signature __________________________
Full Name _________________________
Complete Address ___________________
Phone No. _________________________

Witness 2
Signature __________________________
Full Name _________________________
Complete Address ___________________
Phone No. _________________________
List of Documents to be submitted along with Declaration.

1. Installation Test Report issued by licensed electrical wiring contractor in the prescribed format (available with the application form) and countersigned by the applicant.
   {FORMAT annexure}

2. Proof of allotment of the space/area leased out by DMRC in the form of the following:
   a) Allotment/possession letters, Lease deed
   b) General Power of Attorney together with proof of ownership of the executor.
   {Applicable in case of company}
Annexure-IV-F2

DECLARATION

{ For Under Ground Stations, On non judicial stamp paper of Rs. 100/- }

I____________________, son/daughter/wife of ____________________ Resident of ________________ (hereinafter referred to as the “Applicant”, which term shall mean and include executors, administrators, heirs, successors and assigns), do hereby swear and declare as under:

OR

____________________________________, a company incorporated under the provision of the Companies Act 1956, a sole proprietorship, a partnership having its registered office at ____________________________________________ (hereinafter 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 concerned State Electricity Regulatory Commission’s Tariff Schedule and the miscellaneous charges for supply as may be in force from time to time, including advance Consumption Deposit etc.
2. That the Applicant shall have no objection for the DISCOMs to carry out Inspections of the Applicants’ 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.

[76]
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 with 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 for power distribution & air conditioning system are used, operated 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. That specification for all materials/works will follow the standards, codes and specifications as used by DMRC in the E&M works. If any item/equipment/work is not covered in standards, codes and specifications of DMRC, then the same will be procured/installed from reputed manufacturer/make in line with relevant IS/IEC standard with prior approval of DMRC.

10. To pay DMRC all costs and expenses that DMRC may incur by reason of a fresh service connection being given to the Applicant.

11. 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.

12. To be bound by DMRC’s conditions of supply, and all applicable acts and rules.

13. That DMRC shall not be responsible for any interruption/diminution of supply.

14. **Others**

14.1 From the DMRC DB to main MCB / MCB of shops only XLPE insulated armored copper conductor LSZH cables shall be used. 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 approved 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.

14.2 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. The licensee hereby voluntarily and unequivocally agrees not to seek any claim, damage, compensating or any other consideration what so ever on account of time and cost associated in making provision of electricity.

14.3 That the use of any PVC material is not permitted in the underground stations.
14.4 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).

14.5 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.

14.6 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.

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

14.8 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.

14.9 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.

14.10 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.

14.11 Fire Extinguisher: Every shop/property Development area must have enough fire Extinguisher as stipulated.

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

14.13 The power shall be supplied as per sanctioned load approved by DMRC. 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.

14.14 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 State ERC norms and removes excess load. On the subsequent occasion, DMRC reserves the right to revoke the license and forfeit the interest free security deposit.

14.15 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.

15. 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.
16. 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.

17. That the supply shall not be extended/sublet to any other premises.

18. 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.

19. 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.

20. 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.

21. To allow clear and unencumbered access to the meters for the purpose of meter reading, maintenance, inspection, checking, testing, etc.

22. That DMRC shall be entitled to disconnect the service connection under reference in the event of any default and/or non-compliance of contractual and/or 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.

23. 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.

24. 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.

Date:
Place:

Signature of Applicant
(Full name)

Signed and delivered in the presence of:

Witness 1
Signature________________________
Full Name________________________
Complete Address____________________
Phone No.________________________

Witness 2
Signature________________________
Full Name________________________
Complete address____________________
Phone No.________________________
List of Documents to be submitted along with Declaration.

1. Installation Test Report issued by licensed electrical wiring contractor in the prescribed format (available with the application form) and countersigned by the applicant. {FORMAT annexure}

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. {Applicable in case of company}
# ELECTRICAL INSTALLATION TEST REPORT

<table>
<thead>
<tr>
<th>SN</th>
<th>Description</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Name &amp; Address of the Licensee</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Location</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Shop/UNIPAY PAYMENT (KIOSK) MACHINE/Stall No.</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Connected Load</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Energy Meter S. No. &amp; Make (Manufacturer’s test report is to be enclosed)</td>
<td></td>
</tr>
</tbody>
</table>

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 our end & the installation is fit for energizing.

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

Seal & Signature of the Licensee

Seal & Signature of Electrical Contractor

(Holding Valid License )
FIRE SAFETY REQUIREMENTS

Kiosks: This category includes ATMs, Retail Outlets provided as bare space for a maximum area of 100 Sq m. Under this category, only fire Extinguishers are required is detailed in below in table -1

Table - 1

<table>
<thead>
<tr>
<th>TYPE &amp; SPECIFICATION: BIS approved stored pressure extinguisher as per IS 15683:2006 and of type ‘A’, ‘BC’ or ‘ABC’ conforming to risk protection as per IS 2190:1992. (Kg and Liters can be converted in same ratio i. e. 5Kg = 9 Liters)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Extinguishing medium inside extinguishers must be of their respective approved IS specification and of capacity:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>AREA</th>
<th>Up to 10 Sq. m.</th>
<th>Above 10Sq. m. and below 50 Sq. m.</th>
<th>Above 50 Sq. m. and below 100 Sq. m.</th>
</tr>
</thead>
<tbody>
<tr>
<td>One Fire Extinguisher of 2 KG capacity</td>
<td>One Fire extinguisher of 4 KG capacity</td>
<td>Two Fire extinguishers, one of 5 KG and another of 9 Liters Water Type</td>
<td></td>
</tr>
</tbody>
</table>

The existing shops up to an area of 250 Sq. m. are integrated design part of a Metro Station. In addition to other Fire Safety measures each shop is to be provided with Fire Extinguisher as per Table -1.

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

For bigger spaces, licensee is required to plan & carry out all fire system works to meet the statutory requirement of DFS at their own cost and got it verified by DMRC.
### Material Specification for renovation/ refurbish of premises

#### Annexure-V

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Items/Products</th>
<th>Approved Vendors</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>VITRIFIED TILES</td>
<td>Kajaria, H&amp;R Johnson (India), Naveen, Somany, Orient, R K Ceramics, Restile Ceramics Limited, Asian Grando India Ltd, Oasis (Maaarbomax Group), Euro Tiles, Oracle Granito Limited (Marbito Vitrified Tiles), Nitco</td>
</tr>
<tr>
<td>2</td>
<td>CERAMIC TILES/PORCELAIN TILES</td>
<td>Kajaria, Bell Ceramics, H&amp;R Johnson (India), Mitco, Regency Ceramics Ltd, Somany, Orient, Kanzai Ceramic, Raja Tiles, Mridul Enterprises, Italia, Euro Tiles, Hindustan Tiles</td>
</tr>
<tr>
<td>3</td>
<td>TERRAZZO TILES</td>
<td>Nitco, Hindustan Tiles</td>
</tr>
<tr>
<td>4</td>
<td>TACTILE</td>
<td>Pelican Ceramic Industries Pvt Limited, UniStone Products (India) Pvt Ltd, NimcoPretab Ltd</td>
</tr>
<tr>
<td>5</td>
<td>PVC FLOORS</td>
<td>Armstrong World Industries (India) Pvt Ltd, Gerfloor India, Tarken, VeeKayPolycoats Limited</td>
</tr>
<tr>
<td>6</td>
<td>RAISED FLOORS</td>
<td>Hewelson/Kingspan Access Floors, United Access Floors/United Insulation, Unifloor</td>
</tr>
</tbody>
</table>

[83]
<table>
<thead>
<tr>
<th></th>
<th>WOODEN FLOORS</th>
<th>Acons</th>
<th>Armstrong World Industries (India) Pvt Ltd</th>
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<td></td>
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<td></td>
<td>Action Tesa (Action Buildwell)</td>
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<td></td>
<td>Pergo</td>
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<td></td>
<td>PU COATED FLOORS</td>
<td></td>
<td>Cipy Polyurethanes</td>
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<td></td>
<td></td>
<td>H C Associates</td>
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<td></td>
<td></td>
<td></td>
<td>Pidilite</td>
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<td></td>
<td></td>
<td>Shalimar Paints</td>
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<td></td>
<td>GRC PAVING TILES</td>
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<td></td>
<td>Nimco Prefab</td>
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<td>Hindustan Tiles</td>
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<td>PAVERS &amp; CHEQUERED TILES</td>
<td>UniStone Products (India) Pvt Ltd</td>
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<td></td>
<td></td>
<td></td>
<td>CCC Builders Merchant Delhi Pvt Ltd</td>
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<td></td>
<td></td>
<td>Nimco Prefab</td>
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<tr>
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<td></td>
<td></td>
<td>Hindustan Tiles</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>Terra Firma (Now Terra Firma GRC &amp; Concrete Industries)</td>
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<td></td>
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<td>Nilco</td>
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<td>OrasieGranito Limited (Marbito Vitrified Tiles)</td>
</tr>
<tr>
<td>11</td>
<td>MOSAIC TILES</td>
<td>Bisazza (Glass Mosaic Tiles)</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>Mirdul Enterprises</td>
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<td>EMULSION PAINTS</td>
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<td>Sherwin Williams Paints</td>
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<td>13</td>
<td>SYNTHETIC ENAMELS</td>
<td>ICI Dulux</td>
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<td>TEXTURE PAINTS</td>
<td>Kamdhenu Paints, Shalimar Paints, Sherwin Williams Paints</td>
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<td>Spectrum, Unitjile, BarkeliteHylam (Surface Texture Division) &quot;Heritage&quot; Paints, Texfin Products (M/s Niko), Aero Paints, Birla, ICI Dulux, NCL AL TEK, Kamdhenu Paints, Bizzar, Sherwin Williams Paints</td>
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<td>14</td>
<td>POL YURETHANE PAINTS</td>
<td>MRF Paints, Nerolac, H C Associates, Modi Industries Ltd (Paint Section)</td>
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</tr>
<tr>
<td>15</td>
<td>WALL CARE PUTTY</td>
<td>J.K. White, Unistone, Birla (Aditya Birla Group), Shalimar Paints, Gyproc Wall Putty (Saint Gobam)</td>
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<td>16</td>
<td>GLASS 9Float / Toughened</td>
<td>Float Glass India Ltd (Asahi float)</td>
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<td>17</td>
<td>STRUCTURAL GLAZING FABRICATORS</td>
<td>PERMASTEELISA (INDIA) PRIVATE LIMITED, Alufit (INDIA) Pvt Ltd, SP Fabricators Pvt Ltd, Alpro India, AshooDecore (India) Pvt Ltd, Innovators, Façade India Testing Inc</td>
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<tr>
<td>18</td>
<td>ALUMINIMUM COMPOSITE PANEL</td>
<td>AlucoBond, ReynobondMarketed through Kawneer India Stockists HECTAFINE CONSTECH INDIA PVT LTD, ALPOLIC (A Mitsubishi product), Alsgtrong, Alex Panels</td>
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<td>No.</td>
<td>Category</td>
<td>Manufacturers</td>
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<td>20</td>
<td>GRC PRODUCTS (GARC Screen Panels etc.)</td>
<td>AL STONE INTERNATIONAL&lt;br&gt;Aludecor Lamination Pvt Ltd&lt;br&gt;Alupan Composite Panels Pvt Ltd&lt;br&gt;UniStone Products (India) Pvt Ltd&lt;br&gt;Hindustan&lt;br&gt;TERRA FIRMA GRC &amp; CONCRETE Industries</td>
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<td>21</td>
<td>WAX PLASTER</td>
<td>Unitile India Pvt Ltd&lt;br&gt;Oikos India Pvt Ltd&lt;br&gt;Acro Paints</td>
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<tr>
<td>22</td>
<td>GYPBOARD CEILINGS</td>
<td>Gyproc (Saint Gobain)&lt;br&gt;Lafarge Boral Gypsum India Pvt Ltd</td>
<td></td>
</tr>
<tr>
<td>23</td>
<td>CALCIUM SILICAATE BOARD</td>
<td>Promat&lt;br&gt;Hilux&lt;br&gt;Acon Pan&lt;br&gt;Aeroline</td>
<td></td>
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<td>24</td>
<td>SS MS / GI POWDER COATED CEILING</td>
<td>Hunter Douglas&lt;br&gt;Armstrong&lt;br&gt;Durfum</td>
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</tr>
<tr>
<td>25</td>
<td>ADHESIVES FOR TILES</td>
<td>Pidilite&lt;br&gt;Araldite (Huntsman Advanced Materials&lt;br&gt;Toyo Ferrous Crele (P) Ltd&lt;br&gt;SumanyEzy Grout&lt;br&gt;MYK Laticrete&lt;br&gt;Maper&lt;br&gt;Unistone Ultimate Tile Adhesive</td>
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<td>26</td>
<td>TILE JOINT FILLER</td>
<td>Bal Adhesives and Grouts&lt;br&gt;&quot;Roff Rainbow Tile mate&quot; of Roff&lt;br&gt;Construction Chemicals Pvt Ltd&lt;br&gt;Winsil 20/ malibu-tech&lt;br&gt;Silicon Sealant of GE Bayer Silicone&lt;br&gt;&quot;Zentrival FM&quot; of MC-Bauchemie (India) Pvt Ltd&lt;br&gt;MYK Lalicrete&lt;br&gt;Toyo Ferrous Crele (P) Ltd&lt;br&gt;Mapei&lt;br&gt;Unistone Super Grout</td>
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<tr>
<td>27</td>
<td>POLY SULPHIDE SEALANTS</td>
<td>Pidilite&lt;br&gt;STP Limited&lt;br&gt;Sika&lt;br&gt;CICO&lt;br&gt;BASF&lt;br&gt;FOSROC&lt;br&gt;SWC</td>
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<td>28</td>
<td>SILICONE SEALANTS</td>
<td>GE Bayer Silicones</td>
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| 29 | SILICON WATER REPELLENT SOLUTION | Dow Corning  
|    |                                | Sika  
|    |                                | McCoy Soudat  
| 30 | POLYURETHANE SEALANTS          | GE Bayer Silicons  
|    |                                | Metroark  
|    |                                | STP Limited  
|    |                                | MC Bauchemnic  
|    |                                | Choksey Chemicals  
| 31 | PLYWOOD                       | 3M  
|    |                                | SIKA  
|    |                                | McCoy Soudal  
| 32 | BLOCKBOARD                    | DuroplySharda Ply Wood Industries  
|    |                                | Century Ply  
|    |                                | Kitply  
|    |                                | Green Ply wood  
|    |                                | Virgo Lam (M/s Virgo Industries - Virgo Plywoods Ltd)  
|    |                                | SwastikPlyboard Ltd (Swati Plyboard)  
|    |                                | Merino  
| 33 | LAMINATE                      | Decolam / Decolite (A Bakelite Hylam Product)  
|    |                                | Formica Corporation  
|    |                                | Sundek International Decorative Liminates  
|    |                                | BAKELITE HYLAM LTD  
|    |                                | Greentam Asia Pacific Pvt Ltd  
|    |                                | Merino  
|    |                                | Virgo Lam (M/s Virgo Industries)  
| 34 | PRE-LAMINATED PARTICLES BOARD | Novopan (GVK Group)  
|    |                                | Ecoboard  
|    |                                | Action Tesa (Action Buildwell)  
|    |                                | Bhutan Board  
| 35 | FLUSH DOORS                   | Kanchan Ply  
|    |                                | SwastikPlyboard Ltd (Swati Plyboard)  
|    |                                | Kutty's  
|    |                                | Diamond Flush Doors/Star Metal Forms Pvt Ltd  
|    |                                | RaaVeeta  

[87]
<p>| 36 | COMPACT LAMINATION DOORS | Alpro Panels Merino Greenlam Asia Pacific Pvt Ltd sturdo rest rooms and cubicals Green Ply wood |
| 37 | PRESSSED STEEL DOOR FRAMES | Agew Steel Manufactures Pvt Ltd SenHarvic Windows Private Limited Oaynus |
| 38 | FIRE DOORS | Signum Fire Protection (I) Pvt Ltd Godrej &amp; Royce Manufacturing Company Limited Radiant Fire Protection Engineers Pvt Ltd NAVAIR International Ltd Sehgal&amp;Sehgal ShaktiMet |
| 39 | SANITARYWARAE | Hardware Cera Roca Pafrryware Euro Somany |
| 40 | SANITARY &amp; BATH FITTINGS | Mayur/Othello Jaquar and Company Pvt Ltd Kohler Kingsion (Plastocraft Sanitary India Pvt Ltd Cauret Mare |
| 41 | FRAMELESS GLASS PARTITION FIXTURES | Dorma Hafele Dorset Dline Insta Hardware Hardwya |
| 42 | SPIDER FITTINGS/PATCH FITTINGS | Ozone Kitch Dunex Dline |
| 43 | ANCHOR FASTENER | Hilti India BOSCH FISCHER Canon Fasteners Axel Boun Group |
| 44 | STONE GLADDING CLAMPS | Hilti India Pvt Ltd |</p>
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| 45 | DOOR HARDWARE | Bosch Fischer  
Canon Fasteners  
Boun Group  |
| 46 | DRAINAGE PIPES | Boun Group  
TirupatiPlastomatics  
Duraline  
Rex  |
| 47 | DUCTILE IRON PIPES | Electro steel  
Jindal (Hissar)  |
| 48 | CAST IRON (A) S/S PIPES & FITTINGS (IS:1536) Kesoram | Kesoram  
KDPL  
NECCO  
HEPCO  |
| 49 | GI & MS PIPES (IS: 1239 PART I & II, IS: 3589) | Jindal (Hissar)  
Surya  
SwastikPlyboard Ltd (Swati Plyboard)  
Prakash  |
| 50 | GI FITTING MALLEABLE (IS: 1879 PART 1 TO X) | Zoloto  
Unik  
"R"  
KS  
DRP  |
| 51 | UPVC PIPES & FITTINGS (IS: 4985-1981) | Finolex  
Supreme  
Prince  
Polypack  
Jindal Plast (India)  |
| 52 | CPVC PIPES & FITTINGS | Flowguard - Astral  
Ajay  
Ashirwad  |
| 53 | STONEWARE PIPES 7 GULLY TRAPS (IS:651) | Perfect  
Anand  
R.K.  
Priya  |
| 54 | RCC DSPIPES (IS:458) | Pragati  
Jain Spun  
Daya Spun  
Usha  |
<p>| 55 | COPPER PIPES &amp; FITTINGS | Mehta Tubes  |</p>
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<tr>
<td>56</td>
<td>HOPE PIPES &amp; FITTINGS</td>
<td>Rajoo Maxflow Gebreti Reliance (hasti) Nosif</td>
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<td>57</td>
<td>STAINLESS STEEL PIPES</td>
<td>Remi Jyooti Apex Kamdhenu</td>
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<td>58</td>
<td>PPR PIPES &amp; FITTINGS</td>
<td>Supreme Prince Uro-Allwin</td>
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<td>59</td>
<td>POLYBUSYLENE (PB) PIPES &amp; FITTINGS</td>
<td>Georg Fischer Flexalen</td>
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<td>60</td>
<td>MODIFIED BITTUMINOUS MEMBRANE ROOF WATERPROOFING</td>
<td>Multiplas Standard of Integrated Waterproofing Membrane Limited / SUPER THERMOLAY/POLYFLEX of STP Limited &quot;LOTUS-3&quot; of the Structural Waterproofing Co. Limited Sika Kemco KrytonBuildmat MBT FOSROC</td>
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<td>61</td>
<td>INTEGRAL CRYSTALLINE WATERPROOFING METHOD</td>
<td>KrytonBuildmat Penetron Mapei Vandex International Ltd</td>
</tr>
<tr>
<td>62</td>
<td>POWDER COATINGS</td>
<td>Berger Nerocot Jenson &amp; Nicholson Jatun Radiant anodisers Pvt Ltd</td>
</tr>
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<td>63</td>
<td>ALUMINIUM SECTIONS</td>
<td>Hindustan Aluminium Jindal Aluminium Ltd Bhoruka Bharat Aluminium Company Limited/vedanta BALCO Hindalco</td>
</tr>
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<td>64</td>
<td>HOLLOW SECTIONS, PIPES</td>
<td>Surya Pipes Hi - Tech pipes JSW JSPL Bihar (Bihar Tubes Ltd)</td>
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<td>65</td>
<td>M.S. TUBES/ SECTIONS</td>
<td>Tata Metal</td>
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<td>Bihar Tube Ltd</td>
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<td>66</td>
<td>SS WORKS</td>
<td>Dharam Industries (FABRINOX)</td>
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<td>Ozone</td>
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<td>Jindal Stainless (JSL)</td>
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<td>ROOFING SHEETS</td>
<td>Roof fit (Fibre Glass Roofing, Metal Roofing, galvalume Sheets)</td>
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<td>Wonder sheets (3 layer - UPVC Wonder Sheets Pro)</td>
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<td>I Loyd Insulations India Limited</td>
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<td>68</td>
<td>METAL ROOFS</td>
<td>&quot;TRACDEK&quot; Interarch Building Products Pvt Ltd (Metal Roofing Sheet)</td>
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<td>TATA Bluescope (Metal coated and Pre-painted Sheets &quot;Zincalume&quot; &quot;Colortioned&quot;)</td>
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<tr>
<td>69</td>
<td>POLYCARBONAIC SHEETS</td>
<td>&quot;Lexan&quot; (SABIC Innovative Plastics)</td>
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<td>Danpalon</td>
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<td>70</td>
<td>TENSILE FABRIC</td>
<td>Fenan</td>
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Annexure-VI

Handing Over Note

Date: __ ___201…

Shop/Site Admeasuring _____x______ = _________Sqm, at Ground/First/SecondFloor at D-21 Corporate Park (Shop no./ Location of the shop may be added)………………..is handed over to the Licensee, through Shri………………………………of M/s………………………………………………… office at…………………………………on………………………………(date)……………………………at…………(time), in the presence of Property Business Wing, E&M Wing, C&S Wing & Operations Wing representatives.

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

_______________________                       ________________________
Licensee                                                PB Cell

________________________
E & M

________________________
Works

________________________
SM/SC
Annexure-VII

Taking Over Note

Date: …………201…

Vacant possession of the Shop No. ………… Admeasuring …………..*…………=………… Square meter at D-21 Corporate Park is taken over by Station Manager/Station Controller on ……………………..(Date)……………………(Time) from the Licensee Through Sh./Smt./M/s …………………….. in the presence of Property Business Wing, E&M Wing, C&S Wing & Operations Wing representatives.

________________________
Licensee

________________________
PB Cell

________________________
E & M

________________________
Works

________________________
SM/SC
Format of Bank Guarantee
(For submission of Interest Free Security Deposit/ Performance Security)

(The Bank Guarantee shall either be from State Bank of India or any other Nationalized Bank or other Scheduled Commercial Banks with branches located in Delhi only on non-judicial stamp paper of appropriate value)

BANK GUARANTEE NO. __________________________ dated __________________

This Deed of Guarantee executed at _____________ by _____________ (Name of Bank) having its Head / Registered office at __________________________ (hereinafter referred to as “the Guarantor”) which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns;

In favour of

The Delhi Metro Rail Corporation Limited (hereinafter called “DMRC”), having its office at Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi-110 001, which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns;

WHEREAS:

1. DMRC, with a view to augment its revenues through non-tariff measures and to part finance its project, had invited Request for Proposal (RFP) from the interested parties from the eligible Bidders (fulfilling eligibility criteria as laid down in RFP document) for assigning licensing rights.

2. Licensee shall commission, manage, operate, maintain, market and sub-license the licensed space as specified in this Agreement at its own cost. DMRC has agreed to provide to the Licensee the built-up “as is where is basis”, herein after referred to as spaces, as mentioned below on the terms and conditions hereunder contained in this License Agreement.

3. This License is for a period of ________ (___) years from the date of commencement of License Agreement, unless otherwise terminated/surrendered earlier.

4. The Bid offer submitted by M/s ___________________ having their registered office at __________________________ has been accepted by DMRC vide LOA No. __________________________ dated ____________.

5. As per the terms of the above mentioned LOA, the Licensee shall have the licensing rights for the sites handed over to the Licensee during the License period.

6. The Licensee is also required to make payments of License Fee& other dues as per License Agreement and applicable taxes to DMRC.
7. The Licensee shall also: -
   a) bear and pay all expenses, costs and charges incurred in the fulfilment of all its obligations under the License Agreement; and
   b) not assign or create any lien or encumbrance on the License Agreement hereby granted or on the whole or any part of the Project Facility nor transfer, or part possession therewith save and except as expressly permitted by this Agreement.

8. The Licensee is required to furnish an unconditional irrevocable Bank Guarantee for an amount of Rs. _______________ (Rupees _____________________________ only) i.e. equal to half the annual license fee applicable for next financial year, as security for the performance and fulfillment of all its responsibilities and obligations as per the License Agreement. The Licensee has requested the Guarantor to issue the said Bank Guarantee in favour of DMRC.

9. Now, therefore at the request of the Licensee, the Guarantor has agreed to execute this Guarantee in favour of DMRC for the due payment of Rs. _______________ (Rupees _____________________________ only).

NOW, THEREFORE, THIS BANK GUARANTEE WITNESSETH AS FOLLOWS: -

1. The Guarantor, as primary obligor shall, without demur, reservation, contest, recourse or protest and/or without reference to Licensee, pay to DMRC an amount not exceeding Rs._________ (Rupees ___________________ only), on the same working day of receipt of a written demand from DMRC, calling upon the Guarantor to pay the said amount and stating that the Bank Guarantee provided by the Licensee has been forfeited.

2. The Guarantor agrees that DMRC shall be the sole judge to decide as to whether the Licensee has defaulted in the performance of its obligations as per the License Agreement, and the decision of DMRC in this regard shall be final and binding on the Guarantor, notwithstanding any differences in this regard between DMRC and the Licensee or any dispute pending before any Court, Tribunal Arbitrator or any other Authority.

3. Any such demand made on the Guarantor by DMRC shall be conclusive, absolute, final and binding on the Guarantor, and the amount due and payable by the Guarantor under this Guarantee shall be honored by the Guarantor, simply on demand, without demur, reservation, contest, protest, recourse whatsoever and without need for ascribing any reason to the demand. The liability of the Guarantor under this guarantee is absolute and unequivocal. The above payment shall be made without any reference to the Licensee or any other person.

4. This Guarantee shall be irrevocable, valid and remain in full force till the end of the License Period, or for such extended period as may be mutually agreed between DMRC and the Licensee, and shall continue to be enforceable till all amounts under this Guarantee are paid. The said Guarantee shall be released by DMRC after the expiry of the License Period subject to fulfillment of all handover requirements by the Licensee, to the satisfaction of DMRC and further subject to adjustment for all damages suffered by DMRC.
5. This Guarantee is unconditional and irrevocable till such time DMRC discharges this guarantee by issuing a letter to the Guarantor in this behalf.

6. The Guarantor undertakes to pay the amount mentioned herein as principal debtor and not a surety and it shall not be necessary for DMRC to proceed against the Licensee before proceeding against the Guarantor, notwithstanding the fact that DMRC may have obtained or obtains from the Licensee, any other security which at the time when proceedings are taken against the Guarantor hereunder, is outstanding and unrealized.

7. The obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the License Agreement or other documents or by extension of time of performance of any obligations granted to the Licensee or postponement / non-exercise / delayed exercise of any of its rights by DMRC against the Licensee or any indulgence shown by DMRC to the Licensee, and, the Guarantor shall not be relieved from its obligations under this Bank Guarantee on account of any such variation, extension, postponement, non-exercise, delayed exercise or omission on the part of DMRC or any indulgence by DMRC to the Licensee to give such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving the Guarantor.

8. The Guarantee shall not be affected by any change in the constitution or winding up of the Licensee/the Guarantor or any absorption, merger or amalgamation of the Licensee / the Guarantor with any other person.

9. The Bank agrees that DMRC at its option shall be entitled to enforce this guarantee during its currency against the bank as a Principal Debtor in the first instance without proceeding against the Licensee and notwithstanding any security or other guarantee that DMRC may have in relation to Licensee’s liabilities.

10. The guarantee hereinbefore contained shall not be affected by any change in the constitution of the Bank or of the Licensee.

11. The expressions “Bank” and “Licensee” hereinbefore used shall in include their respective successors and assigns.

12. The Courts at Delhi shall have exclusive jurisdiction to adjudicate on any or all matter arising under this Guarantee.

13. The Guarantor declares that it has power to issue this Guarantee and discharge the obligations contemplated herein and the undersigned is duly authorised to execute this Guarantee.

14. This guarantee shall come into effect forthwith and shall remain in force up to ________________ or the extended period if any and shall not be revoked by the Guarantor at any time without DMRC’s prior consent in writing. This Guarantee is valid for a period of __________ Months from the date of signing. [The initial period for which this
Guarantee shall be valid must be for at least six months longer than the anticipated expiry date of License Agreement.

IN WITNESS WHEREOF THE GUARANTOR HAS EXECUTED THIS GUARANTEE ON THE DAY, MONTH AND YEAR FIRST ABOVE MENTIONED THROUGH ITS DULY AUTHORISED REPRESENTATIVE.

For and on behalf of the _____________ Bank.

Signature of authorized Bank official

Name: ____________________________
Designation: _______________________
I.D. No.: _________________________
Stamp/Seal of the Bank: ___________

Signed, sealed and delivered

For and on behalf of the Bank

By the above named ________________

In the presence of:

Witness–1
Signature _________________________
Name ____________________________
Address __________________________

Witness–2
Signature _________________________
Name ____________________________
Address __________________________
PLANS OF LICENSED SPACE AT D-21 CORPORATE PARK

Note: The Plans of licensed space at D-21 Corporate Park have not been uploaded on web site due to security concerns. However, location plans collected from the DMRC office and duly submitted along with Bid Documents shall form essential part of the License Agreement.