Bid Document for Licensing of Commercial Spaces at Ground and First Floors of New Delhi Metro Station on Airport Metro Express Line through Open Auction

Tender No. 31503
JANUARY -2015

Metro Bhawan
Fire Brigade Lane, Barakhamba Road
New Delhi-11 00 01, India
Licensing of Commercial Spaces at Ground and First Floors of New Delhi Metro Station on Airport Metro Express Line Through Open Auction

(Bid Document-NDRU)

Name and address of the Bidder to whom issued:

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Date of issue.....................

Issued by..........................

Cost of Bid document: Rs 1,575/- (Rupees one thousand five hundred seventy five only) inclusive of 5% DVAT, which is non refundable.
DISCLAIMER

I. This Bid Document for “Licensing of Commercial Spaces at ground and First Floor of New Delhi Metro Station on Airport Metro Express Line through Open Auction” contains brief information the available space, Qualification Requirements and the Selection process for the successful bidder. The purpose of the Bid document is to provide bidders with information to assist the formulation of their bid application (the ‘Bid’).

II. The information contained in this Bid Document or subsequently provided to interested parties (the “Bidder(s)), in writing by or on behalf of Delhi Metro Rail Corporation Ltd. (DMRC) is provided to Bidder(s) on the terms and conditions set out in the Bid Documents and any other terms and conditions subject to which such information is provided.

III. This Bid Document does not purport to contain all the information that each Bidder may require. This Bid Document has been prepared with a view to provide the relevant information about the vacant available spaces at New Delhi Metro Station. DMRC advises each Bidder to conduct its own investigations and analysis and satisfy itself of the accuracy, reliability and completeness of the information in this Bid Document and to obtain independent advice from appropriate sources. DMRC, its employees and advisors make no representation or warranty and shall not be liable in any manner whatsoever to the accuracy; reliability or completeness of the information provided in this Bid Document.

IV. Intimation of discrepancies in the Bid Document, if any, may be given, by the Bidders, to the office of the DMRC immediately by the Bidders. If DMRC receives no written communication, it shall be deemed that the Bidders are satisfied with the information provided in the Bid document.

V. Any character or requirement for the spaces, which may be deemed to be necessary by the Bidder should be independently established and verified by the Bidder.

VI. This Bid Document is not an agreement and is not an offer or invitation by DMRC to any other party. The terms on which the licensed spaces is to be developed and the right of the successful Bidder, shall be as set out in separate agreements executed between DMRC and the successful Bidder broadly in the format set out herein.

VII. DMRC reserves the right to accept or reject any or all Bids without giving any reasons thereof. DMRC shall not entertain or be liable for any claim for costs and expenses in relation to the preparation of the documents to be submitted in terms of this Bid Document.
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CHAPTER-1: INTRODUCTION

1.1 Delhi Metro Rail Corporation (DMRC), a joint venture of the Government of India (GOI) and the Government of the National Capital Territory of Delhi (GNCTD) has completed the Phase I and Phase II of the Delhi Metro and is currently engaged in Phase III of the project. The Delhi Airport Metro Express Line is a Delhi Metro Line from New Delhi Metro Station to Dwarka Sector-21, linking the Indira Gandhi International Airport, Palam Airport, Dhaula Kuan, Shivaji Stadium. The line, also known as the Orange Line is operated by Delhi Metro Rail Corporation (DMRC).

1.2 As part of its existing mandate Delhi Metro Rail Corporation (DMRC) has also undertaken value capture from real estate in such a manner that on one hand it gives sustainable additional revenue to the corporation, and on the other hand facilitating DMRC commuters by providing one stop solution for their needs. Through this Bid, DMRC intends to select Licensee(s) to grant licensing rights of Commercial Spaces at New Delhi Metro Station (Ground & First Floor) as mentioned in Annexure-1.

1.3 New Delhi Metro Station is the part of the Delhi Airport Metro Express Line between Dwarka Sec-21 to New Delhi. It is an underground metro station of Delhi MRTS. The station is situated in front of New Delhi Railway Station on Kashmir Gate side in close proximity to Connaught Place, ITO, Dariya Ganj, Pahar Ganj, etc. and is easily accessible by roads, Metro Trains, Trains, etc. from whole Delhi.

1.4 The specified space has captive commuter base and shall present a unique opportunity for retail players. After reduction in fare at Airport Line, the ridership of Airport Line has increased by 50% and is increasing day by day.

1.5 An information document covering the purpose of the license, details of space available at said Metro Station may be downloaded from the website www.delhimetrorail.com.
CHAPTER-2: NOTICE INVITING BID THROUGH OPEN AUCTION

2.1 New Delhi Metro Station is an underground metro station on Delhi Airport Metro Express Line between Dwarka Sec-21 to New Delhi. The station is situated in front of New Delhi Railway Station on Ajmeri Gate side in close proximity to Connaught Place, ITO, Dariya Ganj, Pahar Ganj, etc. and is easily accessible by roads, Metro Trains, Trains, etc. from whole Delhi. Apart from operating facilities for commuters, the Station has commercial spaces as detailed in Annexure-1. These Commercial Spaces are proposed to be licensed out for various uses as detailed in this document through open auction. The specified spaces have captive commuter base and shall present a unique opportunity for retail players.

2.2 DMRC invites Bids through open auction from suitable participants who may be a reputed retailer/ manufacturer/ individual, registered sole proprietorship firm, partnership firm, company or a combination of these in the form of Joint Venture (JV) or Consortium having sound financial & technical strengths and registered office in India, for selection of Licensee(s) to grant Licensing Rights of commercial Spaces at New Delhi Metro Station on “as is where is basis” for its commercial utilization except banned list of usages as detailed in Annexure-II.

2.3 In case of a Bid by a JV/ Consortium of firms, following shall be abided by its members:

   i. The Lead Member of the JV/ Consortium shall maintain a minimum percentage share of 51% of the aggregate shareholding of the JV/ Consortium during full tenure of License Agreement.

   ii. During initial lock in period, normally no change in the percentage stake of JV/ Consortium members shall be permitted. However, if warranted, the change in the percentage stake of JV/ Consortium members during initial lock in period, substantiated with specific reasons, may be permitted with prior written approval of DMRC.

   iii. After initial lock in period, the change in percentage stake of JV/ Consortium members may be permitted with prior written approval of DMRC.

   iv. Any change in percentage stake of JV/ Consortium members without prior written approval of DMRC shall be treated as Material Breach of Contract and Licensee’s Event of Default entitling DMRC to encash interest free Security Deposit/ Performance Security and or to terminate the License Agreement after 30 days notice.

   v. It is clarified that percentage stake of lead member of JV/ Consortium members shall always be more than 51% during license period. After lock-in period, Lead member may be any member of JV/Consortium, provided its percentage stake in JV/ Consortium is more than 51%.

   vi. Minimum percentage stake of any member in JV/ Consortium during license period (including lock-in period) shall not be less than 15%.

   vii. All members of such entity shall be jointly and severely liable for the performance of License agreement.
2.4 Schedule of Bidding through Open Auction Process:

<table>
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<tr>
<th>Cost of Bid document</th>
<th>Rs. 1,575/- (Rs. 1,500+5% DVAT) per Space.</th>
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<tr>
<td>Earnest Money Deposit</td>
<td>Rs. 1,50,000/- for each Schedule of Commercial Space, indicated in Annexure-1.</td>
</tr>
<tr>
<td>Sale of Application Form</td>
<td>16-01-2015 to 20-02-2015 (on all working days from 10.00 hrs -17.00 hrs)</td>
</tr>
<tr>
<td>Last date of receiving queries</td>
<td>Up to 15.00 hrs. on 06-02-2015</td>
</tr>
<tr>
<td>Site Visit</td>
<td>Prospective bidders are requested to attend the joint site visit of commercial spaces on 11-02-2015 at 11.00 hrs.</td>
</tr>
<tr>
<td>Pre-Bid Conference</td>
<td>11-02-2015 at 14.30 hrs. at Conference Hall, 7th Floor, Metro Bhawan, Barakhamba Road, New Delhi- 110001</td>
</tr>
<tr>
<td>DMRC’s response to queries by</td>
<td>16-02-2015</td>
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<tr>
<td>Time of Registration for Bidding Process on first day</td>
<td>From 10:00 hrs to 13:30 hrs on 23-02-2015 at 7th Floor, Metro Bhawan, Barakhamba Road, New Delhi.</td>
</tr>
<tr>
<td>Date, time &amp; venue of auction for Bidding Process on first day</td>
<td>23-02-2015 at 14:00 hrs. in Conference Hall, 7th Floor, Metro Bhawan, Barakhamba Road, New Delhi.</td>
</tr>
<tr>
<td>Time of Registration for Bidding Process on second day</td>
<td>From 10:00 hrs to 13:30 hrs on 24-02-2015 at 7th Floor, Metro Bhawan, Barakhamba Road, New Delhi.</td>
</tr>
<tr>
<td>Date, time &amp; venue of auction for Bidding Process second day</td>
<td>24-02-2015 at 14:00 hrs. in Conference Hall, 7th Floor, Metro Bhawan, Barakhamba Road, New Delhi.</td>
</tr>
<tr>
<td>Validity of Bids</td>
<td>180 days from bid submission date</td>
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2.5 Schedule of Various Stages: The Successful Bidder shall follow the following time lines:

<table>
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<th>Stage of Activity</th>
<th>Time Period</th>
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<td>Payment of Advance License Fee for 1st Quarter and Interest Free Security Deposit/ Performance Security to DMRC by Licensee.</td>
<td>Within 30 days of issue of Letter of Acceptance.</td>
</tr>
<tr>
<td>Licensing space to be handed over to Successful Bidder.</td>
<td>Within 7 days of making the payments of Interest Free Security Deposit/ Performance Security.</td>
</tr>
<tr>
<td>Commencement of License Agreement</td>
<td>From the date of possession or date mentioned in letter or notice for taking over possession of the Spaces, as and when the same is communicated by DMRC to do so.</td>
</tr>
<tr>
<td>Signing of License Agreement.</td>
<td>Within 30 days after handing over of the Space.</td>
</tr>
<tr>
<td>Commencement of License Fee</td>
<td>Immediately after a fitment period of 90 days from the date of Commencement of License Agreement.</td>
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2.6 During the course of Pre-Bid conference, the participants may seek clarifications and put suggestions for consideration. DMRC shall endeavour to provide clarifications and such further information as it may consider appropriate and valuable suggestions shall be deliberated upon by DMRC. DMRC’s point of view/ response to queries will be uploaded on its website www.delhimetrorail.com. Individual communication shall not be issued to any bidder. Only one representative of each interested participant shall be allowed to participate against a Space on production of any ID Card issued by Government Body.

2.7 Bid Document (non-transferable) can be obtained from the O/o- Dy. Chief Engineer/PB-1, 4th Floor, ‘B’ Wing, Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi–110001. Cost of Bid Document (Non-refundable) is Rs. 1,575/- (Rupee one thousand five hundred seventy five only) by including 5% DVAT. Bid Document cost shall be submitted in the form of Demand Draft/ Pay Order drawn on any Indian Scheduled bank/ Indian Branch of foreign bank in favour of “Delhi Metro Rail Corporation Ltd” payable at “New Delhi”.

2.8 The information submitted in the Bid Document will be the basis for evaluating the bidders. Interested parties may participate in the bid process as per the instructions given in this document. Bidders are expected to carry out extensive survey of DMRC premises and analysis at their own cost, before submitting their respective Bids for award of the License Agreement. DMRC shall provide necessary permission and assistance to the prospective Bidders in this regard. However DMRC has also conducted a survey w.r.t. commuter’s demand at metro stations. A brief detail of survey report is given in Annexure-9.

2.9 Bid document can also be downloaded from DMRC’s website www.delhimetrorail.com and may be submitted along with document cost at the time of submission of bids. Bids submitted without cost of Bid document by the bidders who have downloaded the Bid document from DMRC’s website, shall be out rightly rejected. Late/ delayed Bid(s) received after the stipulated date and time of submission of bid shall also be rejected out rightly.

2.10 Bids for licensing of commercial Spaces shall be accompanied with Earnest Money Deposit as indicated in Annexure-1 of this document, in the form of a Bank Draft/ Demand Draft of a Scheduled Commercial Bank except regional rural bank and local area bank, drawn in favour of the “DMRC Ltd”. The EMD of successful bidder shall be adjusted against the Interest free security deposit/ performance guarantee. For the other bidders, the EMD will be refunded after final round of Bidding Process.

2.11 For each Commercial Spaces, bidder shall submit separate Bid document along with bid document cost. DMRC does not have any agent/ sub-agent for marketing. Addendum/ Corrigendum, if any, will be placed on DMRC’s website www.delhimetrorail.com only.

2.12 Duly filled up Financial Bid Statement As per Annexure-3 shall be submitted immediately after capture of final bid at the prescribed venue and date of Open Auction.
CHAPTER-3: TERMS AND CONDITIONS OF LICENSE

3.1 The commercial spaces indicated in Annexure-1 and shown in location plans are offered on “as is where is basis”. However, existing Fire Protection System, Air-conditioning System, Water Supply and Sewage Disposal System shall be provided in working condition. If any defect is noticed in the Fire Protection System, Air-conditioning System, Water Supply and Sewage Disposal System existing in the Scheduled Space, it shall be rectified by DMRC by the end of fitment period of respective Schedules. Participants are requested to duly verify site conditions, available utilities, business prospects, etc. before quoting its bid in open auction. Electricity will be provided as per terms and conditions indicated in Annexure-IV of Draft License Agreement. Paid parking is available at 2nd, 3rd, & 4th Floor of the Station Building on DMRC Rates.

3.2 Bidders who propose to download the bid document from DMRC’s website are required to collect the location plans of commercial spaces free of cost from O/o Dy. Chief Engineer/PB-1 as detailed in Annexure-IX. DMRC does not commit to provide any other specific drawing in specific format to the licensee. However, DMRC shall facilitate only available drawings to the licensee and shall provide essential help in preparation of drawings, if required by the licensee.

3.3 The Licensee of Schedule-II & III shall be entitled to have 2.5 metre wide open space on front side towards entry from inside the station building. No license fee shall be charged for this reserved open space. However, the licensee shall not be allowed to make any permanent/ temporary structure or barricading/ cordon in this open space.

3.4 The areas of commercial spaces mentioned in Annexure-1 are tentative and are subject to variation/ change in area. Actual area shall be measured at the time of handing over of the Spaces. The ceiling of Schedule-IX Space (RF4) at First Floor is slopping. Its area shall be measured for the portion having ceiling height more than 3 meter and for remaining end portion having ceiling height less than 3 meter, no license fee and other charges (except utility charges) shall be payable by the licensee. If there is any variation in area, the License Fee shall be charged on pro-rata/ actual area basis. The licensee shall be bound to take over the Scheduled Spaces as per the actual area. However, the Successful bidder/ licensee shall not be entitled to demand reduction in area.

3.5 Subsequently, at the demand of Licensee, additional commercial space can also be provided, if feasible, at the sole discretion of DMRC. The rate of license fee of such additional space shall be equal to rate of license fee applicable for the licensed space as on date of handing over of such additional space. The license fee for such additional space shall commenced after expiry of 30 days from the date of handing over of pace. If the licensee further creates a space by construction of mezzanine floor with in its occupied spaces, the license fee of such space shall be charged at 50% rate of applicable license fee for the premises of licensee and it shall be charged from the date of operational of the space. The license period of all additional spaces shall be co-terminus with the License Agreement.
3.6 The Licensee may be allowed for augmentation/ amalgamation/ divisions of licensed spaces with the prior approval of DMRC. In this case, no damage to any load bearing/ structural member and any service/ utility shall be permitted.

3.7 Permissible Usage of Space: Permissible Usage of Space: The Commercial Spaces can be put for any activity except banned list of usages as given in Annexure-II. However, cooking shall be permissible in commercial spaces only where normal exhaust is available. The Licensee shall not create, permit or allow any offensive odours to occur in or escape from the Licensed Space. Licensee shall ensure proper storage of its eatable products in such a way that there is no contamination or decay of eatable products or its raw materials. The details of available normal exhausts are attached as Annexure-IVA. Cooking by gas bank/ PNG may also be permitted, if feasible, on case to case basis. If permitted gas bank shall have to be planned by the licensee at ground floor. The licensee may be permitted to change the usage of space during the currency of license subject to prior approval of the competent authority of the licensor. The licensee shall be responsible for taking prior approval from all the relevant legal and statutory authorities as per the applicable laws for operation of its business.

3.8 The license period of the commercial spaces shall be for a period of 9 (nine) years which shall be commenced from the date of handing over or notice for taking over of possession or handing over letter, whichever is earlier. However, the license shall be further extendable for a period of 6 (six) years on mutually agreeable terms and conditions. The licensee shall have option to exit from the License Agreement only after a lock in period of three years from the date of commencement of agreement. The Licensee shall have to issue six months prior notice to DMRC after successful completion of three years lock in period. In this case, Security Deposit/ Performance Security of the Licensee shall be refunded after adjusting the dues, if any, to be payable by the Licensee.

3.9 The License fee shall commence immediately after fitment period of 90 days from the date of Commencement of License Agreement and shall be charged until the termination/ completion of agreement. The Licensee is expected to complete his furnishing / development work in all respects within this Fitment period. No relaxation on this account will be given or considered. The bidder voluntarily and unequivocally agrees not to seek any claim, Compensation on, damages or any other consideration whatsoever on account of not taking physical possession of Scheduled Space on date of deemed handing over, if applicable.

3.10 The advance license fee for first quarter, shall be payable to the DMRC, prior to taking of possession as detailed in this bid document i.e. within 30 days of issue of letter of acceptance. Thereafter, License Fee of a quarter, along with other dues, shall be payable in advance by the Licensee to DMRC on quarterly basis by the last working day of the previous quarter.

3.11 DMRC shall provide normal water supply for basic requirements of licensee. The water consumption charges for basic requirements shall be payable by licensee @ Rs. 4.5 per sqm area of Scheduled Space per month along with applicable Service Tax, if any. Any augmentation in the water requirement over and above basic requirements shall be met out by licensee at his own cost.
3.12 The successful bidder shall deposit Interest Free Security Deposit/ Performance Security to DMRC, equivalent to 12 months License Fee. Interest Free Security Deposit/ Performance Security shall be annually renewed/ updated as per licensee fee applicable for subsequent year of license period before the commencement of subsequent year. 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 within 15 days of handing over of the additional area.

3.13 The License Fee, water Consumption Charges and the Interest Free Security Deposit/ Performance Security shall be escalated by 7% on completion of each year of license period, on compounding basis.

3.14 The Interest Free Security Deposit/ Performance Security up to Rs.3 Crore shall be accepted only in the form of Bank Draft in favour of DMRC payable at New Delhi from a Scheduled Commercial Bank based in India. However, if the amount of Interest Free Security Deposit/ performance Security exceeds Rs. 3 crores, the amount over 3 crore may be deposited in any one of the following forms:

(a) Bank Draft in favour of DMRC payable at New Delhi from a Scheduled 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 (Annexure-VIII) issued by the State Bank of India or any other Nationalized Bank or other Scheduled Commercial Banks, acceptable to DMRC, payable at its Branches located in Delhi/ NCR. The Bank Guarantee shall be valid at least for one year. The Bank Guarantee shall be renewed & extended 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.

3.15 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.

3.16 All other statutory taxes, statutory dues, local levies, as applicable shall be charged extra from the Licensee and shall have to be remitted along with the License Fee for onward remittance to the Government. The property tax, if applicable on the property of DMRC, shall be borne by DMRC. The Licensee shall indemnify DMRC from any claims that may arise from the statutory authorities in connection with this License Agreement.
3.17 The Licensees shall be entitled to sub-license the license spaces during the subsistence of the License period. However, for any such sub-license the following guiding principles shall be scrupulously observed.

a) The Licensee shall prepare a draft standard format of the sub-license agreement, which shall be required to sign with the sub-licensees for the use of the Licensed Space based on terms and condition of License Agreement executed between DMRC and Licensee. All agreements or arrangements with the sub-licensees shall specifically have stipulation of a covenant that the sub-licensees shall be co-terminus with the termination of the License Agreement, including on sooner determination of the License Period for any reason whatsoever of termination of the sub-licensee’s rights. The Licensee/ sub-licensee shall not have any claim or seek any compensation from DMRC for such termination.

b) The Licensee shall obtain the prior approval of DMRC for a format of standard Sub-License Agreement before its execution with any sub-licensee. In case, any deviation in this format of standard sub-license agreement is required, the Licensee shall again obtain prior approval of DMRC before entering into an agreement with the sub-licensee. DMRC reserves the sole right not to give consent/ approval to such a request and no compensation or claim on this account shall be entertained.

3.18 Electricity, air-conditioning and fire protection system:

a) Total available load that can be sanctioned has been indicated in Annexure-1 for each scheduled space.

b) Two nos. of Underground water tank of 100 KL capacity along with booster pumps for fire safety has been provided Station Building as detailed in Annexure-IV.

c) Fire Safety Certificate from Delhi Fire Services is attached as Annexure-XI. Licensee shall be liable to renew this certificate, if required, as per terms and conditions of Delhi Fire Services.

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 Scheduled Spaces, are attached as Annexure-IV.

3.19 For any addition & alteration to the existing floor plan, structure, utilities, etc., the licensee shall be solely responsible for planning and design, preparation of additional drawings for existing/ modified spaces & utilities, obtaining all necessary prior permissions/ approvals from the concerned bodies/ departments, etc. all complete at its own cost. DMRC shall legally restrain itself only up to forwarding/ applying for obtaining the permission/ approval from the other bodies/ departments. The liaising, risk & cost, etc. in this regard shall be borne by the Licensee. However, DMRC may provide assistance wherever possible on the best effort basis without any legal and binding obligations to facilitate the process.
3.20 Parking: Parking facility for vehicles is available at 2nd, 3rd and 4th floors of the Station Building at the prescribed parking rates to be paid by the licensee.

3.21 Surrendering/ withdrawal of the bid by the highest bidder after capturing its bid during bidding process will lead to forfeiture of its EMD submitted to DMRC prior to start of open bidding process. Surrendering of license after payment of Interest Free Security Deposit/ Performance Security even without taking possession of Space shall lead to forfeiture of Interest Free Security Deposit/ Performance Security and all other payments made by the successful Bidder/ licensee. The licensee voluntarily and unequivocally agrees not to seek any claim, compensation, damages or any other consideration whatsoever, on account of such forfeitures.

3.22 On completion/ termination of License Agreement, the Licensee shall handover 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 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.
CHAPTER-4: INFORMATION & INSTRUCTIONS TO BIDDERS

4.1 The bidders may participate in any one or more Schedules Document. However, the Bidders shall be required to submit required EMD for each schedule in which the Bidders are interested.

4.2 The Commercial Spaces have been offered in different Schedules as per Annexure-1. The Spaces at First Floor are independently accessible from outside the Station Building. Spaces at Ground Floor are presently accessible only from inside the Station Building. However, the licensee may be permitted to make the Spaces at Ground Floor accessible from outside the Station Building, if feasible, at the security, risk and cost of the licensee with prior written approval of DMRC. In any case, access shall be permitted only from one side i.e. either from inside or from outside of Station Building.

4.3 Security: Licensee shall arrange its own security for its premises. If the licensee opens its access from outside, it shall provide additional security arrangement deploying sufficient security personnel, CCTV, etc. with prior approval of DMRC.

4.4 All communications in relation to the Bidding Documents/ Process and the Bid shall be made in English language.

4.5 Cost of Bidding: The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. DMRC shall not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

4.6 Space visit and verification of information: Bidders are advised to participate in respective Bids after visiting said premises and ascertaining themselves the conditions, traffic, location, surroundings, climate, availability of parking space, power, water and other utilities, access to station/ space, handling and storage of materials, weather data, applicable laws and regulations and any other matter considered relevant for its business. DMRC shall provide necessary permission and assistance to the prospective Bidders in this regard. After submission of Bid, no Bidder shall be permitted to seek any clarification/ document from DMRC.

4.7 It shall be deemed that by offering a Bid, the Bidder has:
   a) made a complete and careful examination of the bidding documents;
   b) received all relevant information from DMRC;
   c) accepted the risk of inadequacy, error or mistake in the information provided in the bidding documents or furnished by or on behalf of DMRC relating to any of the matters referred to in bid documents;
   d) satisfied itself about all matters, things and information hereinabove necessary and required for bidding, execution of the license agreement in accordance with the bidding documents and performance of all of its obligations there under;
e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the bidding documents or ignorance of any of the matters hereinabove shall not be a basis for any claim for compensation, damages, claim for performance of its obligations, loss of profits, etc. from DMRC, or a ground for termination of the License Agreement by the Licensee;

f) Agreed to be bound by the undertakings provided by it under and in terms hereof.

4.8 DMRC shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to Bidding Process, including any error or mistake therein or in any information or data given by DMRC.

4.9 At any time prior to the Due Date of Auction, DMRC may, for any reason, modify the Bidding Documents by the issuance of Addenda/Corrigenda which shall be placed on DMRC’s website www.delhimetrorail.com only. In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, DMRC may, in its sole discretion, extend the Due Date of Auction.

4.10 Verification and Disqualification: DMRC reserves the right to verify all statements, information and documents submitted by the Bidder in response to the Bidding Documents and the Bidder shall, when so required by DMRC, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by DMRC shall not relieve the Bidder of its obligations or liabilities hereunder nor shall it affect any rights of DMRC there under.

4.11 Nothing in the Bid Documents or in any communication issued by DMRC or its advisers/officers/employees shall be taken as constituting an agreement, offer, acceptance, warranty, covenant, confirmation or representation to the recipient of this document or any other party.

4.12 DMRC has the right to reject Bidders/Applicants from further consideration before the start of the bid process if it has reason to believe or apprehend that the inclusion of the said Bidder or applicants may lead to misuse of the said spaces, or any other threat to the smooth functioning of the metro rail operations.

4.13 If DMRC reasonably requests, the Bid Applicants shall provide evidence of their continued eligibility in a satisfactory manner acceptable to DMRC. Bidders are put on notice that they are liable for disqualification, if it is determined, at any stage of the bidding process, that the Bidders shall unable to fulfill the requirements of the project or of the eligibility criteria at this stage.

4.14 If the Bid Document has been downloaded from the website of DMRC, the applicant undertakes not to tamper/alter/correct/modify the document in any manner, whatsoever. DMRC will reject the bid out rightly, in case, it is found at any time that the bid document has been tampered/modified/altered, in any manner. In such case, DMRC reserves the right to cancel the agreement, forfeit all amounts paid/deposited by the licensee/Successful Bidder without prejudice to takes necessary legal action. The applicant voluntarily and unequivocally agrees not to seek any claim, compensation, damages or any other consideration.
4.15 The Applicants who propose to use downloaded document, must ensure that they have collected the location plans from the office of Dy.Chief Engineer/PB-1, DMRC i.e. Property Business Cell and attached the same as Annexure-IX of this document. The bidder hereby agrees voluntarily and unequivocally not to seek any claim, damages, compensation or any other consideration whatsoever on account of having to collect the location plans.

4.16 The bidder shall keep his bid valid for 180 days from the date of submission.

4.17 DMRC reserves the right to out-rightly reject conditional Bids without assigning any reason, whatsoever.

4.18 All provisions of the Delhi Metro Operations & Maintenance Act, 2002 and amendments thereto, shall be applicable/enforceable on Licensees. As such Bidders are advised to conduct themselves in an orderly manner.

4.19 After selection of successful Bidder, Letter of Acceptance (the “LOA”) shall be issued, in duplicate, by DMRC to the Successful Bidder(s) and the Successful Bidder(s) shall, within 10 (ten) days of the receipt of the LOA, sign and return the duplicate copy of the LOA for acknowledgement and unconditional acceptance of its terms and conditions. In the event the duplicate copy of the LOA duly signed by the Successful Bidder is not received by the stipulated date, DMRC may, unless it consents to extension of time for submission thereof, cancel the Letter of Acceptance and appropriate the EMD of such Bidders.

4.20 The successful bidder shall pay advance License Fee for first quarter, Other Maintenance Charges, applicable Service Tax and other charges such as electricity consumption deposit (Rs. 1500/- per KVA) etc., along with interest free security deposit/ performance security within 30 days from the date of issue of letter of acceptance and take possession of the premises. Any request of successful Bidders for seeking any clarification/approval/document from DMRC shall be considered only after submission of requisite amount as per LOA. In case the bidder fails to pay the requisite demand as per letter of acceptance (LOA) within 30 days from date of issuance of LOA, penal surcharge payable to DMRC, only in the form of Demand Draft of scheduled Bank, for late payment on balance LOA amount shall be applicable as follows:

<table>
<thead>
<tr>
<th>Days from issuance of LOA</th>
<th>Rate of penal surcharge</th>
</tr>
</thead>
<tbody>
<tr>
<td>Up to 30 days</td>
<td>NIL</td>
</tr>
<tr>
<td>31st to 45th day</td>
<td>@ 3% flat on balance LOA amount</td>
</tr>
<tr>
<td>46th to 60th day</td>
<td>@ 4% flat on balance LOA amount</td>
</tr>
</tbody>
</table>

4.21 If the Successful Bidder fails to pay the amounts in accordance with LOA within 60 days from the date of issue of LOA, DMRC shall have right to cancel the LOA and forfeit the EMD and any other part payment paid to DMRC. The bidder voluntarily and unequivocally agrees not to seek any claim, Compensation, damages or any other consideration whatsoever on this account.
4.22 On receipt of full amount in accordance with Letter of Acceptance, DMRC shall issue a
taking over notice to the Successful Bidder to take over the Scheduled Space on the
specified date within 7 days from the date of receipt of amounts in accordance with
Letter of Acceptance. If the Successful Bidder fails to take over the Scheduled Space on
scheduled date mentioned in the letter of intent for whatsoever reasons, the Scheduled
Space shall be deemed handed over on 7th day from the date of receipt of payment as
stipulated in Letter of Acceptance or on the intended date of handing over whichever is
later. If DMRC fails to hand over any part of a Scheduled space within specified period,
the Successful Bidder voluntarily and unequivocally agrees not to seek any claim,
Compensation on, damages or any other consideration whatsoever on this account.

4.23 Successful Bidder shall sign the License Agreement within 30 days of handing over of
the licensed space. The Successful Bidder shall not be entitled to seek any deviation,
modification or amendment in the License Agreement. Payment of stamp duty, if any, for
executing the license agreement in pursuance of this Bid shall be borne by Licensee.

Confidentiality:

4.24 All documents forming part of the bidding process shall remain or become the properties
of DMRC and are transmitted to the Bidders solely for the purpose of preparation and the
submission of a Bid in accordance herewith. Bidders are to treat all information as
strictly confidential and shall not use it for any purpose other than for preparation for
their Bid. The provisions of this Clause shall also apply mutatis mutandis to all
documents submitted by the Bidders, and DMRC shall not return to the Bidders any
document or any information provided along therewith.

4.25 Information relating to the examination, clarification, evaluation, and recommendation
for the Bidders shall not be disclosed to any person who is not officially concerned with
the process or is not a retained professional advisor advising DMRC in relation to, or
matters arising out of, or concerning the Bidding Process. DMRC shall treat all
information, submitted as part of Bid, in confidence and shall require all those who have
access to such material to treat the same in confidence. DMRC may not divulge any such
information unless it is directed to do so by any statutory entity that has the power under
law to require its disclosure or is to enforce or assert any right or privilege of the
statutory entity and/ or DMRC or as may be required by law or in connection with any
legal process.

4.26 All interested parties wishing to inspect the offered commercial spaces may contact the
following person or Station Managers of New Delhi Metro Station:

The Office of Dy. CE/PB-1,
4th Floor, ‘B’ Wing, Metro Bhawan,
Fire Bridge Lane, Barakhamba Road,
New Delhi-110 001.

Contact Person: Mr. Amit Kirar, Tel. 23417910-12 Ext. 534763
               Mr. Sachin, Tel. 23417910-12 Ext. 502278
CHAPTER-5: PROCEDURE OF AUCTION

5.1 Before start of auctioning process, the bidders are advised to duly fill up required documents, incorporating all the information required in therein except the financial bid *(Please write Schedule No. & Floor Level as per Annexure-1)*. The venue may be changed to a new location within the Complex, if DMRC has reason to believe that participants cannot be accommodated. The participant agrees voluntarily and unequivocally not to seek any claim, compensation, damages or any other consideration, whatsoever on account of minor change in venue. The Participants also agree voluntarily to be present at least half (½) an hour in advance to take care of such emergencies.

Registration:

5.2 All bidders will be required to get themselves registered. The bidder will be required to submit duly signed bid document along with DD/ Pay Order towards cost of the Bid Document and Earnest Money Deposit. One common Bid Document may be submitted for all Schedules in which the participant is interested to bid. However, Cost of Bid Document and EMD shall be paid for Each Schedule in which the participant is interested to bid.

5.3 The registration will be done on scheduled dates and time. No application will be accepted after scheduled time of that day. On second, fresh/ existing participants shall also be permitted for registration. After registration, every bidder shall be given a unique registration number for participation in the auction. Bidders without the EMD shall not allow to participate in auction process. *(Please write your name and telephone No. on the reverse side of your EMD drafts)*.

5.4 Bidders are requested to be present with their filled Bid Document and EMD/s, well in time, at least half (½) an hour before scheduled start of the bidding process. The Bid Document must be complete in all respects. All pages of this document must be signed as acceptance of terms and conditions mentioned therein and submitted before the start of the bid process along with the following documents:

   a) One passport size photograph along with the three specimen signatures attested by Gazetted Officer/ District Magistrate/ Manager of any Nationalized Bank.
   b) Identity proof (any photo identity card, such as driving license or voter’s ID cards).
   c) Proof of residence (Ration Card / Photo identity card / Electricity Bill).
   d) General Information of Bidder as per Annexure-4, POA as per Annexure-5, MOA as per Annexure-6 and Affidavit as per Annexure-7.
   e) Self-attested copy of PAN, TAN and Service tax number.

Process of Auction:

5.5 Only the actual participant will be allowed to participate in the bidding process.
5.6 A Bidder may participate in auction for any number of Spaces till the Cost of Bid Document and Earnest Money Deposit for the Schedule is available with DMRC as per registration record.

5.7 First Round of Auction shall start at 12:00 hrs immediately after completion of registration in order of serial numbers mentioned in Annexure-1.

5.8 The auctioneer will announce the Space ID, area of the Space in sqm, the Reserve Price in Rupees per sqm, Earnest Money Deposit, etc.

5.9 The bidder shall be permitted to make its bids in increments of Rs. 10/- only. The bid price shall be made in Rupees per Square meter per month. Bidders shall not be permitted to make same bid. In case of same bid, the bid made by the first party shall be taken as final.

5.10 In every round of bidding, the highest bid shall be called out thrice, and the final bid shall, on the third call, captured by the ring of the bell. Bidders are advised not to wait for the final call, to call out their bids.

5.11 Ring of bell after Third Call of Bid doesn’t mean automatic licensing of Space. It only indicates capture of a bid by DMRC in the auction. Final acceptance of Bid shall be done after the approval of competent authority. The bidder unequivocally and voluntarily agrees not to seek any claim, compensation or any other consideration in case of non-acceptance of its Bid on whatsoever reason. Any decision taken by DMRC management shall be final and binding on the bidders.

5.12 Subsequent to capture of Bid, the highest bidder shall immediately submit its financial bid in Financial Bid Statement as per Annexure-3 to Auctioning Team of DMRC.

5.13 Once the reserve price is announced, countdown will start and if it is found that no Bid is called for any announced Schedule by the third call captured by the ring of the bell, the Schedule shall be treated as “Auction Failed” and the process for auction of next Schedule shall be started.

5.14 The EMD of the highest bidder will be retained and it shall be adjusted against its interest free security deposit/ performance security for the respective Schedule, in case of final acceptance of its Bid after approval of competent authority.

5.15 The signed bid document of the highest bidder will be retained in its acceptance of the terms and conditions.

5.16 The unsuccessful bidder whose bid Document, bid documents cost and EMD are available with DMRC, shall be free to participate in next bid or to take back their EMDs after final round of second day Auction Process. Cost of Bid Document submitted to DMRC shall be non-refundable.
5.17 On first day of Auction, this process will be repeated for all Schedules in sequence of the Schedules indicated in Annexure-1.

5.18 On second day of Auction, same process shall be repeated at scheduled date, time and venue with same bidding process as prescribed above but only for those schedules for which Auction was failed on first day of Auction.

5.19 At the end of second day auction, EMD amount of unsuccessful bidders shall be refunded.

5.20 DMRC shall not entertain any communication from the bidder with respect to the bids from the date of Auction to the date of acceptance. Notwithstanding, DMRC reserves the right to call for additional information/ clarification from the Bidders/ Applicants. The Bidders should furnish such requirements within the stipulated time.

5.21 DMRC reserves the right, not to offer clarifications on any issue, if it perceives that the clarification can only be made at a later stage of the selection process. No extension of any deadline shall be granted on the basis or grounds that DMRC have not responded to any query or question or not provided clarification.

5.22 No offer can be assigned nor can it be withdrawn or varied prior to its acceptance/ refusal by DMRC. There shall be no overwriting or corrections while filling the form. Any such overwriting may render the offer null and void after approval of competent authority.

5.23 The successful bidder shall execute the license agreement with DMRC for Bided Schedule(s) as per Draft License Agreement placed as Annexure-10 on stamp paper and bear the cost of stamp paper required for executing the License Agreement.

5.24 The bidders shall bear all the costs associated with the preparation and submission of the bid document and in no case, shall DMRC be responsible for these costs, regardless of the outcome of the selection process. The successful bidder shall also bear all the costs for preparation of the formal agreement and no compensation or claim on this account shall be entertained.

5.25 DMRC reserves the right to remove or add any Schedule/ Space listed in Annexure-1 of this bid document, from the bidding process before the start of the auction process. The bidders voluntarily and unequivocally, undertakes not to seek any claim, compensation, damages or any other consideration whatsoever, in the event of removal of any space from the bidding process.
CHAPTER-6: MISCELLANEOUS

6.1 The Auctioning Process shall be governed by, and construed in accordance with, the laws of India and the Courts at New Delhi shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Auctioning Process. During the auctioning process no dispute of any type would be entertained. Even in such cases where DMRC asks for additional information from any bidder, the same cannot be adduced as a reason for citing any dispute. All disputes between the successful bidder and DMRC shall be settled as per the Dispute Resolution procedure elaborated in the Draft License Agreement. The courts at Delhi shall have the sole & exclusive jurisdiction to try all the cases arising out of this License agreement.

6.2 DMRC, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
   a) suspend and/or cancel the Auctioning Process and/or amend and/or supplement the Auctioning Process or modify the dates or other terms and conditions relating thereto;
   b) consult with any Bidder in order to receive clarification or further information;
   c) retain any information and/or evidence submitted to DMRC by, on behalf of, and/or in relation to any Bidder; and/or
   d) independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder.

6.3 It shall be deemed that by submitting the Bid, the Bidder agrees and releases DMRC, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection with the Auctioning Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or in future.

6.4 Notwithstanding anything to the contrary contained in this Bid Document, the detailed terms specified in the Draft License Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the License Agreement.

6.5 The Bidders, who have downloaded the Bid Document from the DMRC’s website, should ensure that the complete Bid Document has been downloaded. The printout of Bid Documents should be taken on an ‘A4’ size good quality paper. The printout should be same as available on DMRC’s website. The print should be legible and indelible. The downloaded Bid Documents should have tamperproof binding. In case of any correction/addition/alteration/omission in the Bid Document observed at any stage, the bid shall be treated as non-responsive and shall be rejected out-rightly.
### Details of Commercial Spaces at Ground and First Floor of New Delhi Metro Station of Airport Line offered for licensing through open auction

<table>
<thead>
<tr>
<th>Schedule No.</th>
<th>Floor Level</th>
<th>Space ID</th>
<th>Type of Space</th>
<th>Tentative Area (in sqm)</th>
<th>Reserve Price in (Rs./sqm/month)</th>
<th>Earnest Money Deposit (in Rs.)</th>
<th>Available Electrical Load (KVA)</th>
</tr>
</thead>
<tbody>
<tr>
<td>I</td>
<td>Ground Floor</td>
<td>R4,5&amp;6</td>
<td>Built up</td>
<td>134.08</td>
<td>1130/-</td>
<td>1,50,000/-</td>
<td>43</td>
</tr>
<tr>
<td>II</td>
<td></td>
<td>RG7,8</td>
<td>Built up</td>
<td>207.66</td>
<td>1130/-</td>
<td>1,50,000/-</td>
<td>68</td>
</tr>
<tr>
<td>III</td>
<td></td>
<td>RG9</td>
<td>Built up</td>
<td>207.55</td>
<td>1130/-</td>
<td>1,50,000/-</td>
<td>68</td>
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<tr>
<td>IV</td>
<td></td>
<td>RG10</td>
<td>Built up</td>
<td>65.43</td>
<td>1130/-</td>
<td>1,50,000/-</td>
<td>21</td>
</tr>
<tr>
<td>V</td>
<td></td>
<td>RG12</td>
<td>Built up</td>
<td>111.85</td>
<td>1250/-</td>
<td>1,50,000/-</td>
<td>36</td>
</tr>
<tr>
<td>VI</td>
<td></td>
<td>RG13</td>
<td>Bare</td>
<td>202.02</td>
<td>1130/-</td>
<td>1,50,000/-</td>
<td>66</td>
</tr>
<tr>
<td>VII</td>
<td>First Floor</td>
<td>RF2</td>
<td>Bare</td>
<td>86</td>
<td>860/-</td>
<td>1,50,000/-</td>
<td>23</td>
</tr>
<tr>
<td>VIII</td>
<td></td>
<td>RF3</td>
<td>Bare</td>
<td>194.78</td>
<td>860/-</td>
<td>1,50,000/-</td>
<td>52</td>
</tr>
<tr>
<td>IX</td>
<td></td>
<td>RF4</td>
<td>Bare</td>
<td>195.70</td>
<td>860/-</td>
<td>1,50,000/-</td>
<td>52</td>
</tr>
<tr>
<td>X</td>
<td></td>
<td>RF5</td>
<td>Bare</td>
<td>121</td>
<td>860/-</td>
<td>1,50,000/-</td>
<td>33</td>
</tr>
</tbody>
</table>

**Note-1:** All scheduled spaces are offered on “as is where is basis” and are in unpaid area of Station. The location of the Scheduled Spaces is shown in the Location Plans placed at Annexure-IX.

**Note-2:** Areas indicated above are approximate. Actual area shall be measured at the time of handing over of the Space. If there is any variation in area the License Fee shall be charged for actual area on pro-rata basis. The ceiling of Schedule-IX Space (RF4) at First Floor is slopping. Its area shall be measured for the portion having ceiling height more than 3 meter and for remaining end portion having ceiling height less than 3 meter, no license fee and other charges (except utility charges) shall be payable by the licensee.

**Note-3:** The spaces can be utilized for all activities except banned list as per Annexure-II.

**Note-4:** Paid parking facilities are available at 2nd, 3rd & 4th Floor of the Station Building at DMRC’s Parking Rates.

**Note-5:** Bidders who propose to download and use this Bid document are required to collect the location plans for the above spaces from the office of the Dy. CE/PB-1, DMRC Ltd, 4th Floor, ‘B’ Wing, Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi-110001, from 1500 hrs to 1700 hrs on all working days, free of cost during the sale period of Bid Document. The location plans are to be duly signed and submitted along with the Bid Document as its integral part.
Annexure-2: Bid Application Form
(On Official letterhead of the Bidder)

No:  
Dated:

To  
Chief Engineer/Property Business,  
2nd Floor, ‘A’ Wing, Metro Bhawan,  
Fire Bridge Lane, Barakhamba Road,  
New Delhi-110001

Sub: Bid for Licensing Rights of Commercial Spaces at New Delhi Metro Station on Airport Line through Open Auction.

Sir,  
With reference to above subject, I/we, having examined the Bid Document and understood their contents, hereby submit my/our Bid for the aforesaid Licensing Rights for commercial activities in commercial Space on License Fee basis at New Delhi Metro Station. The Bid is unconditional and unqualified.

1. I/ We acknowledge that DMRC shall be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the Licensee for the aforesaid subject, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.

2. This statement is made for the express purpose of our selection as Licensee for the aforesaid subject. I/ We shall make available to DMRC any additional information it may find necessary or require to supplement or authenticate the Bid.

3. I/ We acknowledge the right of DMRC to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.

4. I/ We declare that:
   (a) I/ We have examined and have no reservations to the Bid Document, including Addendum / Corrigendum, if any, issued by DMRC; and  
   (b) I/ We do not have any conflict of interest in accordance with provisions of the Bid document; and  
   (c) I/ We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as stipulated in the Bid document, in respect of any Bid by or any agreement entered into with DMRC; and  
   (d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of the Bid Document, no person acting for us or on our behalf has
engaged or shall engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and

(e) the undertakings given by us along with the Application in response to the Bid for the above subject were true and correct as on the date of making the Bid Application and are also true and correct as on the Bid Due Date and I/we shall continue to abide by them.

5. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the above subject, without incurring any liability to the Bidders, in accordance with provisions of the Bid document.

6. I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by DMRC in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned subject License Agreement and the terms and implementation thereof.

7. In the event of declaration as the Successful Bidder, I/we agree to enter into a License Agreement in accordance with Draft License Agreement placed as Annexure-10 duly corrected as per addenda /corrigenda, if any. We agree not to seek any changes in the aforesaid Draft License Agreement and agree to abide by the same.

8. I/ We have studied all the Bid Document carefully and also surveyed the Commercial Spaces. We understand that except to the extent as expressly set-forth in the License Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by DMRC or in respect of any matter arising out of or relating to the Bidding Process including the award of License Agreement.

9. I/ We offer due Earnest Money Deposit to DMRC in accordance with the Bid Document. The documents accompanying the Bid, as specified in Bid, have been submitted in a separate envelope and marked as “Enclosures of the Bid”.

10. I/ We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/we shall have any claim or right of whatsoever nature if the licensing rights as mentioned in above subject are not awarded to me/us or our Bid is not opened or rejected.

11. The financial offer has been quoted by me/us after taking into consideration all the terms and conditions stated in the Bid document, Draft License Agreement, addenda /corrigenda, our own estimates of costs and after a careful assessment of the Commercial Spaces.

12. I/ We agree and undertake to abide by all the terms and conditions of the Bid document.

13. I/We agree and undertake to be jointly and severally liable for all the obligations of the Licensee under the License Agreement for the License period in accordance with the Agreement.
14. I/ We shall keep this offer valid for 180 (one hundred and eighty) days from the Bid Due Date specified in the Bid.

15. I/ We hereby submit bid document i.e. Bid document and Draft License Agreement duly signed on each page as token of unconditional acceptance of all terms and conditions set out herewith.

(Following declaration is to be submitted only by the Bidders who have downloaded the Bid document from DMRC’s website)

I / We declare that the submitted Bid document is same as available on DMRC’s website. I / We have not made any modification / corrections / additions etc. in the Bid Document. I / We have checked that no page is missing and all pages are legible and indelible. I / We have properly bound the Bid Documents. In case at any stage, it is found that there is any difference in the downloaded Bid Documents from the original Bid Documents available at DMRC’s website, DMRC shall have the absolute right to reject my/ our bid or terminate the license agreement after issue of Letter of Acceptance, without any prejudice to take any other action as specified for material breach of conditions of Bid/ License Agreement.

In witness thereof, I/we submit this Bid under and in accordance with the terms of the Bid document.

Yours

(Signature, name and designation of the Authorised signatory)

Name and seal of Bidder/Lead Member

Date:
Place:

[25]
Annexure-3: Financial Bid Statement

I/ We hereby offer to take up on license basis the commercial space of Schedule No. …… having Space ID No. ____________ (as indicated in Annexure-1) of approximately __________ sqm area at New Delhi Metro Station, as demarcated in the site plan/s attached with this bid document as Annexure-IX, and to operate as a ______________ (usages other than the usages banned list mentioned in Annexure-II) retail outlet thereon as per terms of this bidding.

(a) I/We shall pay to DMRC a License fee of Rs. ________________ (in figures) (Rupees__________________________) (in words) per sqm per month for the specified Space payable at quarterly basis for operating at the Licensed Premises for a period of only nine years from the date of possession or date mentioned in letter or notice for taking over possession as and when the same is communicated by DMRC to do so.

(b) Half the pro-rata rates of the License Fee in item-(a) above, for the additional area or mezzanine floor area, which may be requested by me/ us and made available by DMRC subject to availability & feasibility.

(c) I/ we shall be pay water consumption charges for basic requirements @ Rs. 4.5 per sqm area of Scheduled Space per month along with applicable Service Tax, if any. I we/ shall make my/ us own arrangement for requirement of water in addition to available normal supply of DMRC.

(d) The recurring payments in items-(a), (b) & (c) and interest free security deposit/ Performance Security shall be escalated by 7% annually after completion of every one year of license period, on compounding basis.

(e) The arithmetical errors shall be rectified on the following basis. If there is a discrepancy in license fee quoted in words and figures, the amount quoted in words shall prevail.

(f) The other utility charges like electricity, water, chiller, etc.

(g) All statuary taxes, local levies, statutory dues, etc. except property tax, as applicable from time to time.

I/We shall submit the interest free security deposit/ Performance Security as requested within 30 days of date of the LOA along with the advance license fee for first quarter including all other charges and take possession of the Licensed Space, on a convenient date, which may be decided and intimated by DMRC (within 7 days of making the payments of Interest Free Security Deposit/ Performance Security and advance license fee for first quarter).

I/We agree to start of license period from the date of possession or date mentioned in letter or notice for taking over possession of licensed Space, as and when the same is communicated by DMRC to do so, failure in taking possession shall amount to deemed hand over and License fee and other dues shall commence immediately after expiry of fitment period of 90 days from the date of handing over the licensed space.

I/We confirm that I/We have read and understood the rules and regulations regarding the auctioning process for licensing of the space, inspected the conditions of physical infrastructure available on the site, plans and specifications of site and offer my/our acceptance to execute the license as per the terms and conditions contained herein in this bid documents.
The final License fee will be worked out on the basis of actual area handed over as per actual measurement. The adjustment, if any, in payment will be made in subsequent quarterly license fee, on pro rata basis. The area shall be worked out by measuring the internal dimension of the licensed space.

I/We require _______ KVA of electricity load to operate the retail outlet. I/We also confirm our understanding that provision of the requested electricity load is subject to availability and technical feasibility. Priority will be for station utilities and services. I/We voluntarily and unequivocally agree not to seek any claim, compensation, damages or any other consideration, whatsoever on account of non-provision of the required electricity load. I/We agree to make all payments/ deposits related to provision of electricity and consumption thereof.

This offer is being made by me/ us after taking into consideration all the terms and conditions stated in the Bid document, and after careful assessment of the Space offered, all risks and contingencies and all other conditions that may affect the financial Bid.

I/We agree to keep my/ our offer valid for 180 days from the due date of submission of this Bid.

Authorized signatory
Name & Seal of the Bidder
Name: ___________________________
Designation: ______________________
Company Name: ___________________
Address: _________________________ Tel (O) __________________________
__________________________________ Tel (R): __________________________
Annexure-4: General Information of the Bidder

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

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

3. In case of Consortium/JV:
   a. The information above (1 & 2) shall be provided for all the members of the JV/Consortium.
   b. Information regarding role of each member :

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   * Specify whether Lead Member / Ordinary Member

Signed

(Name of the Authorized Signatory)

For and on behalf of

(Name of the Bidder)

Designation

Place:

Date:
Annexure-5: Power of Attorney of Bidder

Know all men by these presents, We _______________________________ (name and address of the registered office) do hereby constitute, appoint & authorize Mr./Ms. _______________________________ (name and residential address) who is presently employed with us and holding the position of __________________ as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Bid, including signing and submission of all documents and providing information/ responses to DMRC, representing us in all matters before DMRC, and generally dealing with DMRC in all matters in connection with our Bid.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

For

__________________________
(Name, Title and Address) of the Attorney

Accepted

__________________________ (signature)

Note:

1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the fulfillment(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

2. It should be on non-judicial stamp paper of Rs.100/- at least duly notarized with supported by copy of Board of Resolution passed for this purpose only in case of company.
Annexure-6: Consortium Agreement/Memorandum of Agreement

This Consortium Agreement/Memorandum of Agreement is executed at New Delhi on this _____ day of ________, 2014.

BETWEEN

Mr. ____________________________ R/o ____________________________
OR M/s ________________________, a Company incorporated under the Companies Act, 1956 and having its Registered Office at ______________________ acting through its ______________________, duly authorized by a resolution of the Board of Directors dated ________ (hereinafter referred to as the ‘LEAD MEMBER’ which expression unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in interest, legal representatives, administrators, nominees and assigns) of the ONE PART;

AND

Mr. ____________________________ R/o ____________________________
OR M/s ________________________, a Company incorporated under the Companies Act, 1956 and having its Registered Office at ______________________ and acting through its ______________________, duly authorized by a resolution of the Board of Directors dated ________ (hereinafter referred to as the ‘Participant member’) which expression unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in interest, legal representatives, administrators, nominees and assigns) of the SECOND PART

AND

Mr. ____________________________ R/o ____________________________
OR M/s ________________________, a Company incorporated under the Companies Act, 1956 and having its Registered Office at ______________________ and acting through its ______________________, duly authorized by a resolution of the Board of Directors dated ________ (hereinafter referred to as the ‘Participant member’) which expression unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in interest, legal representatives, administrators, nominees and assigns) of the THIRD PART

Whereas Delhi Metro Rail Corporation Limited (hereinafter referred to as ‘DMRC’) has invited Bids for “Licensing Rights of Commercial Spaces at New Delhi Metro Station on Airport Line through Open Auction” in terms of the Bid documents issued for the said purpose and the eligibility conditions required that the Bidders bidding for the same should meet the conditions stipulated by DMRC for participating in the bid by the Consortium for which the Bid has been floated by DMRC.

AND

Whereas in terms of the bid documents all the parties jointly satisfy the eligibility criteria laid down for a bidder for participating in the bid process by forming a Consortium between them.

AND

Whereas all the parties hereto have discussed and agreed to form a Consortium for participating in the aforesaid bid and have decided to reduce the agreed terms to writing.

NOW THIS CONSORTIUM AGREEMENT/ MEMORANDUM OF AGREEMENT
HEREBY WITNESSES:

1. That in the premises contained herein the Lead Member and the Participant Member having decided to pool their technical know-how, working experiences and financial resources, have formed themselves into a Consortium to participate in the Bid process for “Licensing Rights of Commercial Spaces at New Delhi Metro Station on Airport Line through Open Auction” in terms of the Bid invited by Delhi Metro Rail Corporation Ltd., (DMRC).

2. That all the members of the Consortium have represented and assured each other that they shall abide by and be bound by the terms and conditions stipulated by DMRC for awarding the Bid to the Consortium so that the Consortium may take up the aforesaid “Space” in case the Consortium turns out to be the successful bidder in the bid being invited by DMRC for the said purpose.

3. That all the members of the Consortium have satisfied themselves that by pooling their technical know-how and technical and financial resources, the Consortium fulfills the pre-qualification/eligibility criteria stipulated for a bidder, to participate in the bid for the said Bid process for “Licensing Rights of Commercial Spaces at New Delhi Metro Station on Airport Line through Open Auction”.

4. That the Consortium have agreed to nominate any one of __________, ______ and ______ as the common representative who shall be authorized to represent the Consortium for all intents and purposes for dealing with the Government and for submitting the bid as well as doing all other acts and things necessary for submission of bid documents such as Bid Application Form etc., Mandatory Information, Financial Bid, etc. and such other documents as may be necessary for this purpose.

5. That the shareholding of the members of the Consortium for this specified purpose shall be as follows:
   (i) The Lead Member shall have _____ percent (___%) of shareholding with reference to the Consortium for this specified license agreement.
   (ii) The Participant Member shall have ____ (___%) of shareholding with reference to the Consortium for this specified license agreement.

6. That in case to meet the requirements of bid documents or any other stipulations of DMRC, it becomes necessary to execute and record any other documents amongst the members of the Consortium, they undertake to do the needful and to participate in the same for the purpose of the said project.

7. That it is clarified by and between the members of the Consortium that execution to this Consortium Agreement/Memorandum of Agreement by the members of the Consortium does not constitute any type of partnership for the purposes of provisions of the Indian Partnership Act and that the members of the Consortium shall otherwise be free to carry on their independent business or commercial activities for their own respective benefits under their own respective names and styles. This Consortium Agreement is limited in its operation to the specified project.
8. That the Members of the Consortium undertake to specify their respective roles and responsibilities for the purposes of implementation of this Consortium Agreement and the said project if awarded to the Consortium in the Memorandum to meet the requirements and stipulations of DMRC.

IN FAITH AND TESTIMONY WHEREOF THE PARTIES HERETO HAVE SIGNED THESE PRESENTS ON THE DATE, MONTH AND YEAR FIRST ABOVE WRITTEN.

1. (__________________)  
   Authorized Signatory  
   (__________________)  
   For (Name of company)

2. (__________________)  
   Authorized Signatory  
   (__________________)  
   For (Name of company)

3. (__________________)  
   Authorized Signatory  
   (__________________)  
   For (Name of company)

Enclosure: Board resolution of each of the Consortium Members authorizing:

(i) Execution of the Consortium Agreement, and  
(ii) Appointing the authorized signatory for such purpose.
Annexure-7: Affidavit

(To be given separately by each consortium member of the Bidder on Stamp Paper of Rs. 10)

I, ……………………….. S/o ………………………………………., resident of ………………….
……………………………………………………………. the ……………. (insert designation)
of the ……………. (insert name of the single bidder/consortium member if a consortium),
do solemnly affirm and state as follows:

1. I say that I am the authorised signatory of …………….. (insert name of company/consortium member) (hereinafter referred to as “Bidder/Consortium Member”) and I am duly authorised by the Board of Directors of the Bidder/Consortium Member to swear and depose this Affidavit on behalf of the bidder/consortium member.

2. I say that I have submitted information with respect to our eligibility for Delhi Metro Rail Corporation’s (hereinafter referred to as “DMRC”) Bid Document for Licensing Rights of Commercial Spaces at New Delhi Metro Station on Airport Line through Open Auction [hereinafter referred to as “Space(s)”] and I further state that all the said information submitted by us is accurate, true and correct and is based on our records available with us.

3. I say that, we hereby also authorize and request any bank, authority, person or firm to furnish any information, which may be requested by DMRC to verify our credentials/information provided by us under this Bid and as may be deemed necessary by DMRC.

4. I say that if any point of time including the License period, in case DMRC requests any further/additional information regarding our financial and/or technical capabilities, or any other relevant information, we shall promptly and immediately make available such information accurately and correctly to the satisfaction of DMRC.

5. I say that, we fully acknowledge and understand that furnishing of any false or misleading information by us in our Bid shall entitle us to be disqualified from the tendering process for the said project. The costs & risks for such disqualification shall be entirely borne by us.

6. I state that all the terms and conditions of the Bid Document have been duly complied with.

DEPONENT

VERIFICATION:-
I, the above named deponent, do verify that the contents of paragraphs 1 to 6 of this affidavit are true and correct to my knowledge. No part of it is false and nothing material has been concealed.
Verified at ……………………….., on this …………………….. day of ……………………., 2014.

DEPONENT
Annexure-8: Undertaking for Responsibility
(On Rs. 100/- stamp paper duly notarized)

___________________ as a lead member of the consortium of ____ companies - namely __________________________ (Complete name with address) jointly & severely undertake the responsibility in regards to the license agreement with DMRC in respect of Licensing Rights of Commercial Spaces at New Delhi Metro Station on Airport Line through Open Auction:

1. That, we solely undertake that __________________ (Name of the Company/ consortium member) shall conduct all transactions/ correspondences and any other activity in connection with license agreement pertaining to Commercial Spaces at New Delhi Metro station with DMRC.

2. That, all consortium members are jointly or severely responsible for all commitments/ liabilities/ dues etc. to DMRC.

3. That, we further confirm that, the stake holding of lead member- __________________ (Name of the company/ consortium member) shall always remain more than 51% and we, all consortium members, insure that there shall be no change in the stake holding of all parties in the initial 3 (three) years lock in period of license agreement.

4. We also confirm that our consortium was made on Dt.____________, for seeking licensing rights of Commercial Spaces at New Delhi Metro Station and in support of which a copy of our Board Resolution is attached with this Undertaking.

(Authorized/ CEO of all ________ consortium members to sign on undertaking with witness signatures)

1. __________________
2. __________________
3. __________________
4. __________________
5. __________________
6. __________________

Witness 1.

2.
Annexure-9: DMRC’s Survey Report
Annexure-10: Draft License Agreement

Agreement No. ________ of Year ______

This Agreement entered into at Delhi on this _____ day of _____________ 2015 between Delhi Metro Rail Corporation Ltd. incorporated under the Companies Act-1956 having its registered office at Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi-110001, India, hereinafter referred to as the “Licensor” or “DMRC” (which expression shall unless repugnant to the context mean and include it’s successors and assigns) or the First Party

AND

M/s _________________________________________________________, having its registered office at _________________________________________________________ and represented by (PROPREITOR/ COMPANY/ CONSORTIUM) __________________________________________, hereinafter called “Licensee” (which expression shall unless repugnant to the context or meaning thereof include the successors and assigns) or the Second party.

WHEREAS

a) DMRC, with a view to augment its revenues through non-operating revenue, had invited Bids through open auction from the interested parties. Based on open auction in accordance with Bid Document, successful bidder (called as Licensee) has been selected for assigning Licensing rights of pre identified Commercial Space of Schedule No. _____ and ID No. ___________ at New Delhi Metro Station on Airport Metro Express Line.

b) DMRC has agreed to provide to the Licensee, commercial utilization and Licensing Rights of Space on “as is where is basis”, hereinafter referred to as “Space”, on payment of license fee and other charges to DMRC on the terms and conditions hereunder contained in this License Agreement.

c) Licensee shall commission, manage, operate, maintain, market, vacate and license shop (through proper License Agreement) allotted to them at DMRC station as specified in this Agreement at its own cost.

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

i. License Agreement.
ii. Letter of Acceptance no _____________________________ dated ________________.
iii. The written clarifications and addenda issued to the Bidders.
iv. Bid Document,
v. 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 Space as specified in Annexure-I. Licensee shall be responsible for manage, operate, maintain, market, vacate and license the Space as specified in this Agreement at its own cost. The augmentation of the Space and formats proposed by the Licensee are subject to approval by DMRC with regard to operational feasibility, aesthetics, and safety and security concerns.

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 metro station in detail and fully understands and comprehends the technical requirements of the Space. The Licensee also confirms full satisfaction as to the business viability of licensing the shop inside the metro station and hereby voluntarily and unequivocally agrees not to seek any claim, damages, compensation or any other consideration, whatsoever on this account. Licensee also confirms having made independent assessment of present and future market potential and no future claim whatsoever regarding change in market circumstances shall be used by it as 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.
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ARTICLE-1: DEFINITIONS

(a) “Agreement” means the License Agreement to be executed between DMRC and the Successful Bidder in the format approved by DMRC including any amendments, annexures 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 “Space” during the subsistence of this Agreement.

(d) “As is where is basis” means the Space along with equipments, installations, fittings and fixtures shall be licensed to the licensee on ‘as is where is basis’. However, the Fire Protection System, Air-conditioning System, Water Supply and Sewage Disposal System shall be provided in working condition by rectifying defects, if any, by the end of fitment period of respective Schedule. The licensee shall not make any additions or alterations in the licensed space, installations including electric installations and wiring without the prior permission of DMRC in writing and when permitted by the licensor the said additions and alterations shall be carried out by the licensee at their own cost. They shall not be entitled to any compensation for any additions carried out by them in the licensed Shops.

(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 reputed retailer/ manufacturer/ individual, registered sole proprietorship firm, partnership firm, company or a combination of these in the form of Joint Venture (JV) or Consortium having sound financial & technical strengths and registered office in India.

(g) “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.

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

(i) “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 from the interest free Security Deposit/ Performance Security.

(j) “DMRC” means Delhi Metro Rail Corporation Limited.

(k) “Earnest Money Deposit” means an amount to be submitted by the participants before bidding in open auction as its earnestness to honour the bid as per terms and conditions of the Bid Documents.

(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 the performance of the License Agreement.

(m)“License” means the licensing rights granted by DMRC to the Successful bidder for commercial activity (excluding banned list of usage of premises) inside the Space at New Delhi Metro Station, based on the terms and conditions of the License Agreement.

(n) “Licensee” means the Successful 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 the licensed Space.

(o) “License Fees” means the amount payable by the licensee to DMRC as per terms and conditions of the license agreement along with any kind of Central or State Taxes, local levies, statutory dues, etc. that may be payable by the licensee 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) “Permits” shall mean and include all applicable statutory, environmental or regulatory licenses, authorization, permits, consents, approvals, registrations and franchises from concerned authorities.

(r) “Selected Bidder” means the bidder whose Bid has been captured by DMRC during the bidding process for further examination of its offer by DMRC.

[41]
(s) “Space” means the specified area at New Delhi Metro Station as detailed in Annexure-I licensed to the Successful bidder by DMRC to the licensee under and in accordance with this License Agreement.

(t) “Sub Licensee” mean all persons who are allowed by the licensee to use the Space and facilities in the specified area.

(u) Successful Bidder” means the selected bidder whose Bid has been accepted by DMRC, pursuant to the bidding process for award of license.

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

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

(x) “Termination Date” means the end of the license period from the commencement date or date of sooner determination of the license period in accordance with the terms of this Agreement whichever is earlier.
ARTICLE-2: GRANT OF LICENSE

2.1 Licensing rights of vacant commercial Space of …….. sqm area at …………… level of New Delhi Metro Station as detailed in Annexure-I has been granted by DMRC to the licensee as per terms and conditions of this License Agreement.

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

2.3 Subsequently, at the demand of Licensee, additional commercial space can also be provided, if feasible, at the sole discretion of DMRC. The rate of license fee of such additional space shall be equal to rate of license fee applicable for the licensed space as on date of handing over of such additional space. The license fee for such additional space shall commenced after expiry of 30 days from the date of handing over of pace. If the licensee further creates a space by construction of mezzanine floor with in its occupied spaces, the license fee of such space shall be charged at 50% rate of applicable license fee for the premises of licensee and it shall be charged from the date of operational of the space. The license period of all additional spaces shall be co-terminus with the License Agreement.

TENURE OF LICENSE

2.4 Licensing Rights of built-up shop shall be for a period of nine (9) years, unless otherwise terminated by DMRC or surrendered by the licensee at an earlier date. The license shall further extendable for the period of 6 (six) years on mutually agreeable terms and conditions. The tenure of License Agreement shall be commenced from the date of handing over of the Space.

2.5 There shall be a lock in period of three years from the date of commencement of agreement. The licensee shall have option to exit from the License Agreement after a lock in period. For it, the licensee shall have to issue six months prior notice to DMRC after completion of three 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.

2.6 If the Licensee is desirous of terminating the license of a Scheduled Space 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 for that Scheduled Space 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 remained after adjustment of outstanding dues from the advance license fee and interest free Security Deposit / Performance Security, shall be recoverable from the licensee.
2.7 No partial surrender in an individual Scheduled Space shall be permissible to the Licensee during the currency of License Agreement. Further, each Scheduled Space for which Bid had been captured independently shall be treated as independent Space for surrendering, termination, etc. for whatsoever reason, even though combined agreement is executed for all such Scheduled Spaces for convenience purpose only.

2.8 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.

2.9 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 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

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

2.11 DMRC shall provide normal water supply for basic requirements of licensee. The water consumption charges for basic requirements shall be payable by licensee @ Rs. 4.5 per sqm of licensed Space per month along with applicable Service Tax, if any. Any augmentation in the water requirement over and above basic requirements shall be met out by licensee at his own cost.

2.12 The License fee and water consumption charges shall be escalated by 7% on compounding basis after completion of every year of license period.

2.13 The License fee for shop shall commence immediately after expiry of fitment period of 90 days from the date of handing over of the licensed space and shall be charged till the termination/completion of agreement. The Licensee is expected to complete its furnishing/development work in all respects within this Fitment period.

2.14 The quarterly license fee for subsequent quarter shall be paid to DMRC in advance to DMRC by the last working day of the running quarter. This has also illustrated hereunder for better understanding of licensee—

- The Billing quarter - 1st April - 30th June
- Period for the issue of invoice - 1st March - 15th March
- Last Date of payment of Dues to DMRC - 31st March
2.15 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. If the Licensee does not receive an invoice by 7 days before the due date of payment, the Licensee agrees to collect the same from the office of authorized representative of the Licensor.

2.16 Along with License Fees, Licensee shall also pay other dues i.e. statutory dues / liabilities, electricity and water consumption charges, damage/penal charges, pending arrears, etc. as applicable time to time and payable by the licensee.

2.17 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. The account shall be reconciled by DMRC on annual basis. If, discrepancy shall be adjusted in next invoice.

2.18 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’ cure 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 net outstanding dues for the actual day(s) of delay in payment.

a) If the Licensee failing to pay 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. No representation of licensee shall be entertained in this period till the licensee pays all dues to DMRC.

b) In the event of Licensee failing to pay 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 pay 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 ARTICLE-7 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

2.19 The Interest Free Security Deposit/ Performance Security up to Rs.3 Crore shall be accepted only in the form of Bank Draft in favour of DMRC payable at New Delhi from a Scheduled Commercial Bank based in India. However, if the amount of Interest Free Security Deposit/ performance Security exceeds Rs. 3 crores, the amount over 3 crore may be deposited in any one of the following forms:

(a) Bank Draft in favour of DMRC payable at New Delhi from a Scheduled 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 (Annexure-VIII) issued by the State Bank of India or any other Nationalized Bank or other Scheduled Commercial Banks, acceptable to DMRC, payable at its Branches located in Delhi/ NCR. The Bank Guarantee shall be valid at least for one year. The Bank Guarantee shall be renewed & extended 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.

2.20 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.

2.21 In case of successful completion of the full term of the License period i.e. nine (9) 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 three 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 fulfillment of all handover requirements by the Licensee up to the satisfaction of DMRC.

2.22 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.

2.23 Once an amount is debited from the interest free Security Deposit/ Performance Security, the Licensee shall replenish the 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.

2.24 The Interest Free Security Deposit shall be increased by 7% on successful completion of every year of license period on compounding basis.

2.25 Interest Free Security Deposit/ Performance Security shall be forfeited in case of Licensee’s Events of Default as specified in ARTICLE-7.

TAXES AND OTHER STATUTORY DUES

2.26 All other statutory taxes, statutory dues, local levies, Service tax, etc. as applicable time to time, 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.

2.27 The property tax, if applicable on the property of DMRC, shall be borne by DMRC.

2.28 Payment of all stamp duties to be required up to executing the license agreement in pursuance of this Bid shall be borne by License
ARTICLE-3: MAINTENANCE AND OPERATION OF SHOPS

3.1 Addition / Alteration to the Licensed Spaces:

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 industrial practices.

(c) For any addition & alteration to the existing floor plan, structure, utilities, etc., the licensee shall be solely responsible for planning and design, preparation of unavailable/ additional drawings for existing/ modified spaces & utilities, obtaining all necessary prior permissions/ approvals from DMRC and other competent authorities for modifications, FAR changes, fire protection system, etc. all complete at its own cost. DMRC shall legally restrain itself only up to forwarding/ applying for obtaining the permission/ approval from the other bodies/ departments. The liaising, risk & cost, etc. in this regard shall be borne by the Licensee. However, DMRC may 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 Annexure-IV & V to this Agreement. For such augmentation works at underground spaces, only fire retardant materials shall be allowed to use. 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 shall make its own arrangement for safety and security of licensed space by deploying its security staff, installing CCTVs, etc. at its own cost with the prior approval of DMRC.

(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.

3.2 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.

3.3 Operation & Maintenance of Licensed spaces:

a) The Licensees shall be entitled to sub-license the license spaces during the subsistence of the License period. Except for the sub-licensing the use of licensed space, the licensee shall not assign any of its rights or interest in this Agreement in favour of any company/person(s) at any time and for any reasons whatsoever. For any such sub-license the following guiding principles shall be scrupulously observed.

i. The Licensee shall prepare a draft standard format of the sub-license agreement, which shall be required to sign with the sub-licensees for the use of the Licensed Space based on terms and condition of License Agreement executed between DMRC and Licensee. All agreements or arrangements with the sub-licensees shall specifically have stipulation of a covenant that the sub-licensees shall be co-terminus with the termination of the License Agreement, including on sooner determination of the License Period for any reason whatsoever of termination of the sub-licensee’s rights. The Licensee/ sub-licensee shall not have any claim or seek any compensation from DMRC for such termination.

ii. The Licensee shall obtain the prior approval of DMRC for a format of standard Sub-License Agreement before its execution with any sub-licensee. In case, any deviation in this format of standard sub-license agreement is required, the Licensee shall again obtain prior approval of DMRC before entering into an agreement with the sub-licensee. DMRC reserves the sole right not to give consent/approval to such a request and no compensation or claim on this account shall be entertained.
b) Permissible Usage of Space: Permissible Usage of Space: The Commercial Spaces can be put for any activity except banned list of usages as given in Annexure-II. However, cooking shall be permissible in commercial spaces only where normal exhaust is available. The Licensee shall not create, permit or allow any offensive odours to occur in or escape from the Licensed Space. Licensee shall ensure proper storage of its eatable products in such a way that there is no contamination or decay of eatable products or its raw materials. The details of available normal exhausts are attached as Annexure-IVA. Cooking by gas bank/ PNG may also be permitted, if feasible, on case to case basis. If permitted gas bank shall have to be planned by the licensee at ground floor. The licensee may be permitted to change the usage of space during the currency of license subject to prior approval of the competent authority of the licensor. The licensee shall be responsible for taking prior approval from all the relevant legal and statutory authorities as per the applicable laws for operation of its business.

c) 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. The Licensee shall immediately clean any spillage in the Licensed Space, or on the Common Areas near the Licensed Space, caused by the Licensee or by a customer of the Licensee. The Licensee shall not place or store rubbish or goods outside the Licensed Space. The Licensee shall service, regularly empty, and keep in thorough state of cleanliness and good repair, all grease traps servicing the Licensed Space.

d) 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, weak or corroded structure should be replaced immediately with new proper structure.

e) The Licensee shall ensure that any trolleys used for carrying goods have rubber wheels and do not mark or damage the floor of the Building, and makes minimal noise. The Licensee shall pay to the DMRC the cost of any damage caused by the use of its trolleys.

f) The Licensee shall keep the Licensed Space free of all rodents, vermin, insects, pests, birds and animals and, if required by the DMRC, employ pest exterminators approved by the DMRC for that purpose, at the Licensee’s cost. Any pest extermination shall be undertaken outside the Business Hours and with prior notice to the DMRC.

g) The Licensee shall not permit its employees/ customers to smoke in common public place of Licensed Space or the Station Building. Smoking shall be only permitted in the designated smoking area. If designated smoking area is not available, licensee shall a designate a smoking area inside its premises.

h) 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.
i) The Licensee shall not store or use flammable or explosive substances in the Licensed Space, except as required in the normal course of the Licensee’s business and with the DMRC’s prior consent. The Licensee shall, at least on an annual basis, provide to DMRC the details of any hazardous goods stored, or which may be stored, in the Licensed Space and proof that the storage of such materials is and has been in accordance with the law.

j) The Licensee shall ensure that all fire detection and suppression measures installed inside his premises are kept in good working condition at all times and provide the DMRC with evidence of such maintenance when required. The Fire extinguishers must be regularly checked & refilled and must be visible & easily accessible at all times of emergency. The Licensee’s shall ensure that it and its employees are fully aware of the Building’s safety and emergency procedures staff. The Licensee shall also observe and obey all fire or emergency drills.

k) 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.

l) 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.

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

n) 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.

o) 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.

p) 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.
q) Encroachment: The licensee shall not encroach upon common areas/circulating areas or any other space, and restrict his operation to within the area licensed. In case, the Licensee encroaches upon the common area, circulating area or any other space then a fine/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, it shall be treated as breach of contract and DMRC shall reserve the right to revoke the license agreement.

r) 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 |

s) The option to impose fine, penalty, etc. under this License Agreement shall be exercised by DMRC official not below the rank of Dy. HOD.
ARTICLE-4: RIGHTS AND OBLIGATIONS

4.1 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, fire-fighting, telecommunication, etc.;

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

(c) to furnish “As Built Drawings” of the premises within 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 Space) 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 the 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 at Licensed Space, 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;
4.2 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.

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

4.4 No lease/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 Licensed Space as a lessee/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.

4.5 DMRC’s Infrastructure Facilities

Licensee shall apply for electricity connection, Air-conditioning, Water & Drainage, other amenities/proposals for the Licensed Space along with requisite documents for the following services available at station.

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

   i. Total available load that can be sanctioned has been indicated in Annexure-I for each scheduled space.

   ii. Two nos. of Underground water tank of 100 KL capacity along with booster pumps for fire safety has been provided at New Delhi as detailed in Annexure-IV.

   iii. Fire Safety Certificate from Delhi Fire Services is attached as Annexure-XI. Licensee shall be liable to renew this certificate as per terms and conditions of Delhi Fire Services.

For 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 Scheduled spaces, please refer to Annexure-IV.
(b) Civil Utilities:

Common Public Toilets are available at mezzanine and concourse level at New Delhi Metro Station. 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, 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 other than designated dumping site 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 New Delhi Metro Station, general cleaning & adequate lighting in the common areas and compound lighting outside the building, operation of existing lifts as per DMRC standards. DMRC shall ensure continuity of DMRC facilities and shall not intentionally disconnect its services except in case of disconnection permitted by the agreement, force majeure conditions, faults/ repair/ alterations of service and the conditions beyond the control of DMRC. However, DMRC shall endeavour its best efforts to restore affected services as soon as reasonably possible. In such cases, licensee unequivocally agrees not to claim any compensation on any grounds. Licensee shall also make similar arrangement with its sub-licensees, clients, etc.

(f) Parking:

Parking facility for vehicles is available at 2nd, 3rd and 4th floors of the Station Building at the prescribed parking rates to be paid by the licensee.
ARTICLE-5: INDEMNITY AND INSURANCE

5.1 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.

5.2 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 remodeling defects therein and against all claims, proceedings, damages, costs charges and expenses whatsoever in respect thereof or in relation thereto.

5.3 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.

5.4 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 there under 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.

5.5 The Licensee hereby indemnifies DMRC against any loss, damage or liabilities arising because 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.

5.6 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 its copy to DMRC in accordance with its extant policies.

5.7 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.
5.8 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 during the currency of license agreement.

5.9 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.

5.10 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.

5.11 The DMRC shall only share a copy of its third party insurance covering New Delhi Airport Express Metro Station. Licensee shall ensure all comprehensive risk insurance of its premises and assets.

5.12 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 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 all liabilities, losses, damages, claims, expenses suffered by the licensor as a result of such default by the Licensee.
ARTICLE-6: FORCE MAJEURE

6.1 Neither DMRC nor Licensee shall be liable for any inability to fulfill their commitments and obligations hereunder occasioned in whole or in part by Force Majeure, any of the following events resulting in total loss of business, 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.

6.2 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.

6.3 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 Security shall be refunded by DMRC to the Licensee after adjusting outstanding dues, if any.
ARTICLE-7: BREACHES/SURRENDER/TERMINATION OF LICENSE AGREEMENT

Surrender of License Agreement:

7.1 No partial surrender in an individual Scheduled Space shall be permissible to the Licensee during the currency of License Agreement. Further, each Scheduled Space for which Bid had been captured independently shall be treated as independent Space for surrendering, termination, etc. for whatsoever reason, even though combined agreement has been executed for all such Scheduled Spaces for convenience purpose only.

7.2 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 are no dues 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 stipulated dues as per schedule to DMRC till the date of pre-mature closure of License Agreement.
(e) Licensee agrees to hand over peaceful possession of the Licensed Schedule 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 payable by the Licensee.

7.3 If the Licensee is desirous of terminating a licensed Schedule 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 of that Schedule 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 of that Schedule 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

7.4 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 payable 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 of the License Agreement 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**

7.5 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.

7.6 If the Licensee failing to cure the default within 30 days it shall constitute Material Breach of Contract under this Agreement. It shall entitle DMRC to disconnect all utilities provided to the Licensee and to terminate license agreement. No representation of licensee shall be entertained after the expiry of cure period.

7.7 Termination 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 Interest Free Security Deposit/ Performance Security shall be refunded after adjusting outstanding dues, if any, payable by the Licensee. If DMRC terminates 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.

7.8 Termination due to Force Majeure conditions: The License Agreement may be terminated for Force Majeure Reasons as specified in ARTICLE-6.

**Other Terms & Conditions:**

7.9 On termination/ completion 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.
7.10 On termination of the license agreement/ Schedule, the Licensee shall handover the vacant possession of premises to the Station-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.

7.11 If the Licensee fails to vacate the premises as above, DMRC shall be free to take any 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.

7.12 After vacating the premises, the Licensee shall submit a vacation certificate from the Station 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.

7.13 The termination of this Agreement or a particular Schedule 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 Station in-charge or his authorized representative subsequent to termination of License Agreement.

7.14 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.

7.15 On termination of Agreement, DMRC shall have rights to re-market or to seal/lock the Licensed Space.
ARTICLE-8: DISPUTE RESOLUTION

8.0 Dispute Resolution

8.1 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.

8.2 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.

8.3 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.

8.4 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.
ARTICLE-9: REPRESENTATIONS AND WARRANTIES

9.1 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 spaces;

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.

9.2 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.

9.3 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.
ARTICLE 10: MISCELLANEOUS

10.1 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.

10.2 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.

10.3 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.

10.4 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.

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

10.6 Notices: DMRC and Licensee voluntarily & 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/ 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.

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.

.........-2015  ...........- 2015

(……………………………….)  (………………………………)

FOR AND ON BEHALF OF
DELHI METRO RAIL CORPORATION LIMITED

Authorized Signatory
FOR AND ON BEHALF OF 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

[68]
ANNEXURES

Note: Only relevant details of Annexures shall be attached with the final Agreement.
ANNEXURE-I: DETAILS OF LICENSED SPACES
(at Ground and First Floor of New Delhi Metro Station)

<table>
<thead>
<tr>
<th>SN</th>
<th>Schedule No.</th>
<th>Location</th>
<th>Type of Space</th>
<th>Space ID</th>
<th>Area of space (in sqm)</th>
<th>Available Max. Electric Load (KW)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>I</td>
<td>Ground Floor</td>
<td>Built up</td>
<td>R4,5&amp;6</td>
<td>134.08</td>
<td>43</td>
</tr>
<tr>
<td>2</td>
<td>II</td>
<td>Ground Floor</td>
<td>Built up</td>
<td>RG7,8</td>
<td>207.66</td>
<td>68</td>
</tr>
<tr>
<td>3</td>
<td>III</td>
<td>Ground Floor</td>
<td>Built up</td>
<td>RG9</td>
<td>207.55</td>
<td>68</td>
</tr>
<tr>
<td>4</td>
<td>IV</td>
<td>Ground Floor</td>
<td>Built up</td>
<td>RG10</td>
<td>65.43</td>
<td>21</td>
</tr>
<tr>
<td>5</td>
<td>V</td>
<td>Ground Floor</td>
<td>Built up</td>
<td>RG12</td>
<td>111.85</td>
<td>36</td>
</tr>
<tr>
<td>6</td>
<td>VI</td>
<td>Ground Floor</td>
<td>Bare</td>
<td>RG13</td>
<td>202.02</td>
<td>66</td>
</tr>
<tr>
<td>7</td>
<td>VII</td>
<td>First Floor</td>
<td>Bare</td>
<td>RF2</td>
<td>86</td>
<td>23</td>
</tr>
<tr>
<td>8</td>
<td>VIII</td>
<td>First Floor</td>
<td>Bare</td>
<td>RF3</td>
<td>194.78</td>
<td>52</td>
</tr>
<tr>
<td>9</td>
<td>IX</td>
<td>First Floor</td>
<td>Bare</td>
<td>RF4</td>
<td>195.70</td>
<td>52</td>
</tr>
<tr>
<td>10</td>
<td>X</td>
<td>First Floor</td>
<td>Bare</td>
<td>RF5</td>
<td>121</td>
<td>33</td>
</tr>
</tbody>
</table>

**Note-1:** The Licensee of Schedule-II & III shall be entitled to have 2.5 metre wide open space on front side towards entry from inside the station building. No license fee shall be charged for this reserved open space. However, the licensee shall not be allowed to make any permanent/ temporary structure or barricading/ cordonning in this open space.

**Note-2:** Areas indicated above are approximate. Actual area shall be measured at the time of handing over of the Space. If there is any variation in area the License Fee shall be charged for actual area on pro-rata basis. The ceiling of Schedule-IX Space (RF4) at First Floor is slopping. Its area shall be measured for the portion having ceiling height more than 3 meter and for remaining end portion having ceiling height less than 3 meter, no license fee and other charges (except utility charges) shall be payable by the licensee.

**Note-3:** The Spaces are offered on “as is where basis is”.

**Note-4:** The Scheduled 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 Scheduled spaces only where normal exhaust is available. Cooking by gas bank/ PNG in licensed spaces may also be permitted, if feasible, on case to case basis.
ANNEXURE-II: LIST OF BANNED USAGES

1. Any product / Service the sale of which is unlawful /illegal or deemed unlawful under any Indian act or legislation.

2. Any product the storage and sale of which may lead to or be considered as a fire hazard; such as fire crackers, industrial explosives, chemicals etc.

3. Sale of liquor and alcohol based drinks or beverages.

4. Sale of tobacco and tobacco products.

5. Gas/Coal based cooking strictly prohibited. Gas bank or IGL connection may be permitted subject to approval of DMRC after fulfillment of various norms.

6. Advertisement at any location and in any format.
ANNEXURE-III: UNDERTAKING FOR PAYMENTS THOUGH RTGS/NEFT/ECS MODE

No. ....................................................

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.

Date: _____/_____/__________

Name and designation of authorized representative of client / Licensee/ company
FORMAT FOR INTIMATION FOR DEPOSITION OF PAYMENTS VIA RTGS/NEFT/ECS IN PB 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>
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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 – 110 001

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 for deposition of payments via RTGS/NEFT/ECS in Property Business 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. – 30730110050008 ,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/procedures.

A. For Scheduled Spaces at Ground Floor Level

1 ELECTRICAL POWER SUPPLY:

1.1 Availability of Electrical load:

a. Electric power required for commercial activity within footprint of New Delhi Metro station are to be drawn from existing available source i.e. existing LT panels installed at Ground floor at station. Availing power supply from outside agencies in DMRC is not permitted.

b. Details of installed power supply system works along with available electrical load that can be taken up to individual retail shops are indicated as under:
   o New Delhi – Ground Level --- Annexure-IV-A

c. Subsequent extension/ modification of power supply system works including shops internal wiring, lighting, power distribution etc. to make retail area functional is responsibility of Licensee.

d. Any addition / up-gradation/ modification of existing electrical power system works (refer 1.1.b) 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.

e. For addition / up-gradation/ modification of electrical power system works (refer 1.1.b) carried out by Licensee under supervision of DMRC, a supervision fee of Rs 10,000/- per retail shop will be charged by DMRC.
   {For example: In case Licensee wishes to combine 3 shops in 1 shop, charges of 3 x Rs. 10,000 = Rs. 30,000/ shall be payable by Licensee to DMRC towards supervision charges.}

f. The existing common area at Ground floor at station is provided with necessary lights fed by lighting DBs installed at retail area. Licensee has to modify the lighting circuits from station area lighting circuits on their own cost. Emergency Signage provided at retail area is also fed from lighting circuits and Licensee has to make his own arrangement to take up these on UPS.
1.2 Reliability of Power supply/ Use of DG set :

The power supply connection released for commercial activity is from the available DMRC power network which is reliable and has adequate redundancy. Hence, DG power available in DMRC network will not be made available to Licensee. Being underground station, installation of additional DG set by Licensee is not permitted. Although the power fed from normal source is quite reliable, Licensees may however, 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 (1.1 b, c & f) carried out by Licensee in existing retail area 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.b 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 (refer 1.1.b,f) i.e. cable, isolators, LT panels, meters etc. shall be sole property of DMRC. Licensee has to handover these in good order & working condition. The facilities installed by Licensee (refer 1.1.c) will be his own property and Licensee has to remove all these from the site. If facilities installed by DMRC (refer 1.1.b,f) have not been handed over in good working condition or Licensee found unable to remove his own installed facilities (refer 1.1.c), 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/ furnish 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 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 CT operated Energy meter having TOD facility as per Delhi Tariff schedule shall be installed at single point i.e. incomer feeder level of existing LT panel/ Lighting DBs at respective location of Ground floor of station with 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 installed at ground floor level. 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 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 which 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 under its jurisdiction i.e. entire electrical power system downstream from installed energy meter of Licensee including meter 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. New Delhi underground metro station is already centrally air-conditioned and separate AC for station retail area at Ground floor at station is not required.
b. Existing Chiller capacity of New Delhi is 3 x 600 TR (2 working & 1 standby).
c. Operating time of chillers at these stations is 0800 hrs to 2100 hrs for period of 15\textsuperscript{th} March to 15\textsuperscript{th} November.
d. Station area is not provided with heating facility for winters.
e. Air conditioning of station retail area is on reliable normal power supply not on DG backup.
f. For Retail areas, air conditioning is planned from existing system only. For this, separate chilled water lines tapping and fresh air ducting are commissioned up to individually retail counters/shops/stalls/ kiosks at Ground floor at station. Details of the same are mentioned in Annexure-IV-A.
g. For meeting Air conditioning requirement, the Licensee will have to access / use the already installed chilled water pipe line tapping provided at each of individual retail shop and thereafter plan/ design their air conditioning system / equipment by way of further distribution of chilled water and installation of FCU/AHUs etc. and associated electrical works with all cost to be borne by Licensee. Electrical consumption for all associated works viz. AHUs/FCUs installed by Licensee is to be taken from available load mentioned in para 1.1.b above. Normally no additional load will be made available for the same, however, in case of extremity, Load may be provided subject to technical feasibility with all cost to be borne by Licensee. Licensee is advised to have a site visit. Licensee is required to submit its plan to DMRC and DMRC will check that the plan submitted doesn’t adversely affect the station air conditioning system and the works undertaken are in line with safety norms of electrical & fire safety.
h. In underground stations, installations of window/ split ACs are not permitted. Any addition / up-gradation/ modification to air-conditioning system works that require system augmentation to be taken up subjected to technical feasibility & approval from DMRC. If approved, same work to be carried out by Licensee at its own cost. The dismantled accessories of existing DMRC installations, if any, need to be handed over to DMRC.
i. Licensee has to submit the specifications & scheme for the work carried out for subsequent distribution system including installation of FCUs/ AHUs and ducting and seek approval from DMRC.

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 either at single tapping point or least possible no. of tapping points at respective locations i.e. Ground floor at station 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. 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
   I. 1 Tr = 1.494 units (KVAH)
   II. 10,000 BTU = 1.245 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 at respective floor 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 at stations viz. chillers, Pumps etc.

2.4 Operation and Maintenance:

Licensee has to operate and maintain entire Air-conditioning and mechanical system under its jurisdiction i.e. entire air-conditioning system downstream from installed meter of Licensee including meter 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. Fire NOC of NDRU station retail has been issued by DFS for occupancy class “Mercantile/Assembly building” w.e.f 03/02/2012 for a period of three years (Annexure-IV-B).
b. Existing capacity of Fire Fighting pumps and tanks are as under:
   o Fire water tank (2 nos. of 100 KL)
   o 2 nos. 90 KW (1 Main + 1 std by), 4500 LPM, 80 mtr head Fire booster pumps and 1 no. 7.5 kW jockey pump, 180 LPM, 80 mtr head
   Above infrastructure is already meeting the fire provision requirement of the NDRU station operation area and retail area as per category of Fire NOC provided by DFS (refer 3a. above). Any addition / up-gradation/ modification to this existing system on account of change in category of Fire NOC 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.
c. Any change in class of fire NOC will require re-processing of NOC and same has to be processed & pursued by Licensee for approval of the statutory authority with cost involved (if any) to be borne by the Licensee. Renewal of Fire NOC with DFS after validity also has to be pursued by Licensee.
d. Fire system consisting of fire and smoke detectors, fire hydrant, fire sprinkler is installed in New Delhi retail area at Ground floor at station except some area. Details of the same are mentioned in Annexure-IV-A. Above false ceiling detector and sprinkler is already fixed at roof level at stalls/shops while below false ceiling detectors are available in hanging position and same to be placed by Licensee as per requirement. For below false ceiling sprinkler, provision of pipe with dead plug is available. Licensee has to fix flexible sprinkler as per their requirement on cost to be borne by Licensee.

e. Additional work such as provision of fire / smoke detectors along with repair / replacement of the any of the equipments / items related to fire protection system along with the works involved for integration of the same to the Main Fire alarm & control system and water sprinkler system at Ground floor at station, if required as per statutory requirement will have to be carried out by Licensee at its own cost.

f. For Retail area, only fresh air duct is provided in certain retail counters/shops/stalls of NDRU but no smoke extraction duct/ exhaust duct is available at Ground floor at station. Details of the same are mentioned in Annexure-IV-A. Licensee has to carry out works on its own cost for meeting their functioning requirement along with meeting the statutory requirement of fire safety.

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

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 needs 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 under its jurisdiction at Ground floor at station 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 & chilled water 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 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 .

   d. 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 Ground floor at station , 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.

   e. If any work is carried out by DMRC for 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.
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/procedures.

B. For Scheduled Spaces at First Floor Level

1 ELECTRICAL POWER SUPPLY:

1.1 Availability of Electrical load:

a. Electric power required for commercial activity within footprint of New Delhi Metro station are to be drawn from existing available source i.e. existing LT panels installed at Ground floor at station. No separate LT panel is available at First Floor. Availing power supply from outside agencies in DMRC is not permitted.

b. Details of installed power supply system works along with available electrical load that can be taken up to individual retail shops are indicated as under:
   - New Delhi – First Level --- Annexure-IV-A

   c. Subsequent extension/ modification of power supply system works including shops internal wiring, lighting, power distribution etc. to make retail area functional is responsibility of Licensee.

d. Any addition / up-gradation/ modification of existing electrical power system works (refer 1.1.b) 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.

e. For addition / up-gradation/ modification of electrical power system works (refer 1.1.b) carried out by Licensee under supervision of DMRC, a supervision fee of Rs 10,000/- per retail shop will be charged by DMRC.

   {For example: In case Licensee wishes to combine 3 shops in 1 shop, charges of 3 x Rs. 10,000 = Rs. 30,000/ shall be payable by Licensee to DMRC towards supervision charges.}

f. The existing area at First floor at station is provided with necessary lights / ckts. fed by lighting DBs installed at station area. Licensee has to modify the lighting circuits from station area lighting circuits to his own lighting circuits at his own cost. Emergency Signage provided is also fed from lighting circuits and Licensee has to make his own arrangement to take up these on UPS.
1.2 Reliability of Power supply/ Use of DG set:

The power supply connection released for commercial activity is from the available DMRC power network which is reliable and has adequate redundancy. Hence, DG power available in DMRC network will not be made available to Licensee. Being underground station, installation of additional DG set by Licensee is not permitted. Although the power fed from normal source is quite reliable, Licensees may however, 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 (1.1 b, c & f) carried out by Licensee in existing retail area 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.b 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 (refer 1.1.b,f) i.e. cable, isolators, LT panels, meters etc. shall be sole property of DMRC. Licensee has to handover these in good order & working condition. The facilities installed by Licensee (refer 1.1.c) will be his own property and Licensee has to remove all these from the site. If facilities installed by DMRC (refer 1.1.b,f) have not been handed over in good working condition or Licensee found unable to remove his own installed facilities (refer 1.1.c), 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/ furnish 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 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 CT operated Energy meter having TOD facility as per Delhi Tariff schedule shall be installed at single point i.e. incomer feeder level of existing LT panel/ Lighting DBs at respective location of station with 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 installed at floor level. 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 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 which concerned DISCOM would be charging, had they obtained electric connection from them as per prevalent tariff orders issued by DER.
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 under its jurisdiction i.e. entire electrical power system downstream from installed energy meter of Licensee including meter 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. No air conditioning facility is extended to First Floor area of New Delhi station from existing Air conditioning of station. Licensee has to plan its own air conditioning system and smoke extraction & fresh air system as per its own retail planning requirement with all cost borne by Licensee.

b. Electrical consumption for all associated works viz. AHUs/FCUs installed by Licensee is to be taken from available load mentioned in para 1.1.b above. Normally no additional load will be made available for the same, however, in case of extremity, Load may be provided subject to technical feasibility with all cost to be borne by Licensee. Licensee is advised to have a site visit. Licensee is required to submit its plan to DMRC and DMRC will check that the plan submitted doesn’t adversely affect the station systems and the works undertaken are in line with safety norms of electrical & fire safety.

c. In underground stations, installation of window/ split ACs is not permitted. However, VRV system can be used. Licensee has to install air conditioning system at their own cost in own premises only.

d. Any addition / up-gradation/ modification to air-conditioning system works that require system augmentation to be taken up subjected to technical feasibility & approval from DMRC. If approved, same work to be carried out by Licensee at its own cost. The dismantled accessories of existing DMRC installations, if any, needs to be handed over to DMRC.

e. Licensee has to submit the specifications & scheme for the work carried out for distribution system including installation of FCUs/ AHUs and ducting and seek approval from DMRC.

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

g. 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.

2.2 Operation and Maintenance:

Licensee has to operate and maintain 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. Fire NOC of NDRU station including First Floor was issued by DFS for occupancy class “Metro station” w.e.f. 29/11/2010 for a period of three years (Annexure-IV-B). Application of renewal has been processed with DFS and same is likely to come shortly.

b. Existing capacity of Fire Fighting pumps and tanks are as under:
   - Fire water tank (2 nos. of 100 KL)
   - 2 nos. 90 KW (1 Main + 1 std by), 4500 LPM, 80 mtr head Fire booster pumps and 1 no. 7.5 kW jockey pump, 180 LPM, 80 mtr head

Above infrastructure is already meeting the fire provision requirement of the NDRU station operation area and retail area as per category of Fire NOC provided by DFS (refer 3a. above). Any addition/upgrade/ modification to this existing system on account of change in category of Fire NOC 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.

c. Any change in class of fire NOC will require re-processing of NOC and same has to be processed & pursued by Licensee for approval of the statutory authority with cost involved (if any) to be borne by the Licensee. Renewal of Fire NOC with DFS after validity also has to be pursued by Licensee.

d. Except Fire hydrants no other system is in place at first Floor retail area. Licensee has to install all Fire suppression & Protection system including smoke extraction system as per its own retail planning to meet all statutory requirements at its own cost.

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

f. 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.

g. 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.

h. 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.

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

j. 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.

k. 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.
1. Licensee has to operate and maintain entire Fire system under its jurisdiction at First floor at station 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 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.

d. Licensee has to own entire Electrical Power supply from downstream the electrical energy metering points including energy meters, and Fire hydrant system on “as is where is basis” at First floor at station, 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.

e. If any work is carried out by DMRC for 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.
### Details of Electrical, Fire, Chiller and other Services available at Ground Floor Level

<table>
<thead>
<tr>
<th>Shop</th>
<th>Type of Service</th>
<th>Location</th>
<th>Core Sqmm</th>
<th>Cable Size (LT Panel to Isolators)</th>
<th>Isolators Rating</th>
<th>MAX Available Electrical Load (kW)</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>Shop 1</td>
<td>Electrical Services</td>
<td>Lower Ground Level</td>
<td>63</td>
<td>40</td>
<td>MCCB 63</td>
<td>18 kW</td>
<td>No</td>
</tr>
<tr>
<td>Shop 2</td>
<td>Electrical Services</td>
<td>Lower Ground Level</td>
<td>63</td>
<td>40</td>
<td>MCCB 63</td>
<td>18 kW</td>
<td>No</td>
</tr>
<tr>
<td>Shop 3</td>
<td>Electrical Services</td>
<td>Lower Ground Level</td>
<td>63</td>
<td>40</td>
<td>MCCB 63</td>
<td>18 kW</td>
<td>No</td>
</tr>
<tr>
<td>Shop 4</td>
<td>Electrical Services</td>
<td>Lower Ground Level</td>
<td>63</td>
<td>40</td>
<td>MCCB 63</td>
<td>18 kW</td>
<td>No</td>
</tr>
<tr>
<td>Shop 5</td>
<td>Electrical Services</td>
<td>Lower Ground Level</td>
<td>63</td>
<td>40</td>
<td>MCCB 63</td>
<td>18 kW</td>
<td>No</td>
</tr>
<tr>
<td>Shop 6</td>
<td>Electrical Services</td>
<td>Lower Ground Level</td>
<td>63</td>
<td>40</td>
<td>MCCB 63</td>
<td>18 kW</td>
<td>No</td>
</tr>
<tr>
<td>Shop 7</td>
<td>Electrical Services</td>
<td>Lower Ground Level</td>
<td>63</td>
<td>40</td>
<td>MCCB 63</td>
<td>18 kW</td>
<td>No</td>
</tr>
<tr>
<td>Shop 8</td>
<td>Electrical Services</td>
<td>Lower Ground Level</td>
<td>63</td>
<td>40</td>
<td>MCCB 63</td>
<td>18 kW</td>
<td>No</td>
</tr>
<tr>
<td>Shop 9</td>
<td>Electrical Services</td>
<td>Lower Ground Level</td>
<td>63</td>
<td>40</td>
<td>MCCB 63</td>
<td>18 kW</td>
<td>No</td>
</tr>
<tr>
<td>Shop 10</td>
<td>Electrical Services</td>
<td>Lower Ground Level</td>
<td>63</td>
<td>40</td>
<td>MCCB 63</td>
<td>18 kW</td>
<td>No</td>
</tr>
</tbody>
</table>

**Note:**
1. Single point metering will be carried out at incoming of panel.
2. Available electrical load is based on Incomer at panel level. Licensee has to make downstream arrangement so that connected load should not exceed from sanctioned load.
3. Available electrical load is based on Incomer at panel level. Licensee has to make downstream arrangement so that connected load should not exceed from sanctioned load.
### Electrical Services Available

| L. T PANEL NO | REFERENCE SHOP NO. AS PER PB DEPTT. | Retail details as per our internal design | Breaker Rating in Amps at LT panel | Type of Breaker at LT panel side | Cable Size (LT panel to isolator) | Isolators rating in Amps at individual shops/retails | Max. available electrical load (KW) | CHILLED LINE TAPPING AT SHOPS | FIRE SERVICES AVAILABLE | FIRE SPRINKLER SYSTEM | NORMAL FRESH AIR | SMOKE EXHAUST | NORMAL EXHAUST | REMARKS |
|---------------|-------------------------------------|--------------------------------------------|-----------------------------------|---------------------------------|---------------------------------|--------------------------------|---------------------------------|----------------------------|---------------------|---------------------|-----------------|-----------------|-----------------|-----------------|---------|
| RF 01         | SPARE                               | 100 MCCB TP+N                              | NO                                | NOT PROVIDED                     | 40                              | NO                            | NO                              | NO                         | NO                  | NO                  | NO              | NO              | NO              | NO              |          |
| RF 02         | RETAIL 1, SPARE                      | 100 MCCB TP+N                              | NO                                | NOT PROVIDED                     | 40                              | NO                            | NO                              | NO                         | NO                  | NO                  | NO              | NO              | NO              | NO              | Only Fire hydrant circuit is available |
| RF 03         | RETAIL 1, SPARE                      | 100 MCCB TP+N                              | NO                                | NOT PROVIDED                     | 40                              | NO                            | NO                              | NO                         | NO                  | NO                  | NO              | NO              | NO              | NO              |          |
| RF 04         | RETAIL 2, SPARE                      | 100 MCCB TP+N                              | NO                                | NOT PROVIDED                     | 40                              | NO                            | NO                              | NO                         | NO                  | NO                  | NO              | NO              | NO              | NO              |          |
| RF 05         | SPARE                               | 100 MCCB TP+N                              | NO                                | NOT PROVIDED                     | 40                              | NO                            | NO                              | NO                         | NO                  | NO                  | NO              | NO              | NO              | NO              |          |

**TOTAL AVAILABLE LOAD AT FIRST FLOOR LEVEL IN KW:** 160 KW

**Note:**
1. Single/multiple point metering will be carried out at outgoing of panel installed at ground floor
2. Available electrical load is based on Incomer at panel level. Licensee has to make downstream arrangement so that connected load should not increase from sanctioned load.
Annexure-IV-B

**Drawings showing details of Electrical, Fire, Chiller and other Services available**

Note: The Drawings showing details of Electrical, Fire, Chiller and other Services available at Ground and First Floor levels 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.
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 up to 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 up to 6 Sq.mm. will be of Copper conductor and above 6 Sq.mm. Aluminum conductors 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 cables 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 conductors 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 BS-6724.

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 is 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></td>
<td></td>
<td></td>
<td></td>
</tr>
<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>
<td>1.5</td>
</tr>
<tr>
<td>0.7 - 0.9</td>
<td>4</td>
<td>16, 30</td>
<td>1.5</td>
</tr>
<tr>
<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>
</tr>
<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>
</tbody>
</table>

| UNDERGROUND STATIONS   |                         |                        |                                                  |
| 0 - 0.1                | 0.5                     | 16, 30                 | 3 Core x 4 Sq. mm (for single phase )            |
| 0.1 - 0.2              | 1                       | 16, 30                 | 3 Core x 4 Sq. mm (for single phase )            |
| 0.2 - 0.5              | 2                       | 16, 30                 | 3 Core x 4 Sq. mm (for single phase )            |
| 0.5 - 0.7              | 3                       | 16, 30                 | 3 Core x 4 Sq. mm (for single phase )            |
## 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, Schneider</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 (Copy to be attached)</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 (Make and rating) Attach cable test report</td>
<td>:</td>
</tr>
<tr>
<td>7</td>
<td>Details of MCCB/MCB installed (make and rating)</td>
<td>:</td>
</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) 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 (submitted by license &amp; signed by concerned E &amp; M supervisor)</td>
<td>Attached / Not Attached</td>
</tr>
<tr>
<td>12</td>
<td>Attach Electrical Declaration as per Annexure IV-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.
FORMAT OF APPLICATION FOR PERMANENT 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 (Copy to be attached)</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 (Make and rating) Attach cable test report</td>
<td>:</td>
</tr>
<tr>
<td>7</td>
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<td>:</td>
</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) 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 (submitted by license &amp; signed by concerned E &amp; M supervisor)</td>
<td>Attached / Not Attached</td>
</tr>
<tr>
<td>12</td>
<td>Attach Electrical Declaration as per Annexure IV-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-IVG} 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

SPECIFICATIONS FOR ELECTRICAL WORKS

FORMAT OF APPLICATION FOR PERMANENT POWER SUPPLY

DECLARATION

{For Elevated 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.
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 his 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 that 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: 
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:

   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.

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 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 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 premise 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:
   a) Allotment/possession letters, Lease deed
   
   b) 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

Only fire Extinguishers are required for licensed Space up to a maximum area of 100 Sqm. as detailed in below in table -1

Table - 1

<table>
<thead>
<tr>
<th>AREA</th>
<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) Extinguishing medium inside extinguishers must be of their respective approved IS specification and of capacity:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Up to 10 Sq. m.</td>
<td>One Fire Extinguisher of 2 KG capacity</td>
</tr>
<tr>
<td>Above 10Sq. m. and below 50 Sq. m.</td>
<td>One Fire extinguisher of 4 KG capacity</td>
</tr>
<tr>
<td>Above 50 Sq. m. and below 100 Sq. m.</td>
<td>Two Fire extinguishers, one of 5 KG and another of 9 Liters Water Type</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.
ANNEXURE-V: MATERIAL SPECIFICATIONS FOR REFURBISHMENT

For Elevated/Underground Stations:

1. All materials should be non-combustible and fire retardant (Class-1).
2. All natural stones, ceramic and vitrified tiles, metalwork [Aluminum composite panels (ACP) in elevated stations only], toughened glass, calcium silicate board permissible.
3. Wood, plastics, resins, synthetic and natural fibres, cloth and their products are not permissible.
4. Fibre cement board (standard, Type-B and heavy duty, Type-A) as per IS: 14862:2000 may be permitted in elevated and underground stations respectively.
5. For partitions solid wall panels (50mm and 75mm) with fire rating of 90 min. and 120 min. allowed.
6. All materials used by vendor/concessionaire should be as per Annexure-V (A).

Interior Surface Finishes:

a. Underground Stations: Surface finishes materials shall be capable of being subjected to temperature up to 500 C (932 F) for 1 hour and shall not support combustion under the same condition.

b. Elevated Stations: All surface interior finishes should be having certification of class 1 flame spread rate as classified in IS: 12777:1989.
Material Specification for renovation/ refurbish of premises

<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</td>
</tr>
<tr>
<td></td>
<td></td>
<td>H&amp;R Johnson (India)</td>
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<td></td>
<td>Naveen</td>
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<td>Somany</td>
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<td></td>
<td>Orient</td>
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<td></td>
<td></td>
<td>R K Ceramics</td>
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<td></td>
<td></td>
<td>Restile Ceramics Limited</td>
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<td></td>
<td>Asian Grando India Ltd</td>
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<td></td>
<td></td>
<td>Oasis (Maaarbornax Group)</td>
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<td></td>
<td></td>
<td>Euro Tiles</td>
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<tr>
<td></td>
<td></td>
<td>Oracle Granito Limited (Marbito Vitrified Tiles)</td>
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<tr>
<td></td>
<td></td>
<td>Nitco</td>
</tr>
<tr>
<td>2</td>
<td>CERAMIC TILES/ PORCELAIN TILES</td>
<td>Kajaria</td>
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<td>Bell Ceramaiics</td>
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<td>Mitco</td>
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<td>Regency Ceramics Ltd</td>
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<td>Kanzai Ceramic</td>
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<td>Raja Tiles</td>
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<td>Mridul Enterprises</td>
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<td></td>
<td></td>
<td>Hindustan Tiles</td>
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<tr>
<td>4</td>
<td>TACTILE</td>
<td>Pelican Ceramic Industries Pvt Limited</td>
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<tr>
<td></td>
<td></td>
<td>UniStone Products (India) Pvt Ltd</td>
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<td></td>
<td>Nimco Pretab Ltd</td>
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<tr>
<td>5</td>
<td>PVC FLOORS</td>
<td>Armstrong World Industries (India) Pvt Ltd</td>
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<td>Gerfloor India</td>
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<td>Tarken</td>
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<td></td>
<td>VeeKay Polycoats Limited</td>
</tr>
<tr>
<td>6</td>
<td>RAISED FLOORS</td>
<td>Hewelson/Kingspan Access Floors</td>
</tr>
<tr>
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<td></td>
<td>United Access Floors/United Insulation</td>
</tr>
<tr>
<td></td>
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<td>Uniflair</td>
</tr>
</tbody>
</table>
| 7 | WOODEN FLOORS | Unifloor  
Armstrong World Industries (India) Pvt Ltd  
Acons  
Action Tesa (Action Buildwell)  
Pergo |
|---|---|---|
| 8 | PU COATED FLOORS | Cipy Polyurethanes  
H C Associates  
Pidilite  
Shalimar Paints  
Sika |
| 9 | GRC PAVING TILES | Unistone  
Nimco Prefab  
Hindustan Tiles |
| 10 | PAVERS & CHEQUERED TILES | UniStone Products (India) Pvt Ltd  
CCC Builders Merchant Delhi Pvt Ltd  
Nimco Prefab  
Hindustan Tiles  
Terra Firma (Now TERRA FIRMA GRC & CONCRETE INDUSTRIES)  
Nilco  
Hindustan Tiles  
Uttra Tiles  
Orasie Granito Limited (Marbito Vitrified Tiles) |
| 11 | MOSAIC TILES | Bisazza (Glass Mosaic Tiles)  
Mirdul Enterprises  
Italia  
Kenzai  
Opio  
Eon Ceramics |
| 12 | EMULSION PAINTS | ICI Dulux  
Modi Industries  
Acro Paints  
Asian  
Berger  
Nerolac  
Jenson & Nicholson  
Kamdhenu Paints  
Shalimar Paints  
Sherwin Williams Paints |
| 13 | SYNTHETIC ENAMELS | ICI Dulux  
Acro Paints  
Asian  
Berger  
Nerolac |
| 14  | TEXTURE PAINTS               | Jenson & Nicholson
|     |                             | Kamdhenu Paints
|     |                             | Shalimar Paints
|     |                             | Sherwin Williams Paints
|     | Spectrum                    | Barkelite Hylam (Surface Texture Division) "Heritage" Paints
|     | Unitjile                    | Texfin Products (M/s Niko)
|     |                             | Acro Paints
|     |                             | Birla
|     |                             | ICI Dulux
|     |                             | NCL AL TEK
|     |                             | Kamdhenu Paints
|     |                             | Bizzar
|     |                             | Sherwin Williams Paints
| 15  | POL YURETHANE PAINTS        | MRF Paints
|     |                             | Nerolac
|     |                             | H C Associates
|     |                             | Modi Industries Ltd (Paint Section)
| 16  | WALL CARE PUTTY             | J.K. White
|     |                             | Unistone
|     |                             | Birla (Aditya Birla Group)
|     |                             | Shalimar Paints
|     |                             | Gyproc Wall Putty (Saint Gobam)
| 17  | GLASS 9Float / Toughened   | Float Glass India Ltd (Asahi float)
|     |                             | Asahi Float (AIS)
|     |                             | Modigaurd
|     |                             | Glaverbel
|     |                             | Saint Gobam
|     |                             | Sejat
| 18  | STRUCTURAL FABRICATORS     | PERMASTEELISA (INDIA) PRIVATE LIMITED
|     | GLAZING                     | Alufit (INDIA) Pvt Ltd
|     |                             | SP Fabricators Pvt Ltd
|     |                             | Alpro India
|     |                             | Ashoo Decore (India) Pvt Ltd
|     |                             | Innovators
|     |                             | Façade India Testing Inc
| 19  | ALUMINIUM COMPOSITE PANEL   | AlucoBond
|     |                             | Reynobond Marketed through Kawneer India Stockists HECTAFINE CONSTECH INDIA PVT LTD)
|     |                             | ALPOLIC (A Mitsubishi product)
<p>| 20 | <strong>GRC PRODUCTS (GARC Screen Panels etc.)</strong> | Alsgtrong, Alex Panels, AL STONE INTERNATIONAL, Aludecor Lamination Pvt Ltd, Alupan Composite Panels Pvt Ltd, UniStone Products (India) Pvt Ltd, Hindustan, TERRA FIRMA GRC &amp; CONCRETE Industries |
| 21 | <strong>WAX PLASTER</strong> | Unilite India Pvt Ltd, Oikos India Pvt Ltd, Acro Paints |
| 22 | <strong>GYPBOARD CEILINGS</strong> | Gyproc (Saint Gobain), Lafarge Boral Gypsum India Pvt Ltd |
| 23 | <strong>CALCIUM SILICAATE BOARD</strong> | Promat, Hilux, Acon Pan, Aeroline |
| 24 | <strong>SS MS / GI POWDER COATED CEILING</strong> | Hunter Douglas, Armstrong, Durfum |
| 25 | <strong>ADHESIVES FOR TILES</strong> | Pidilite, Araldite (Huntsman Advanced Materials), Toyo Ferrous Crete (P) Ltd, Sumany Ezy Grout, MYK Laticrete, Maper, Unistone Ultimate Tile Adhesive |
| 27 | <strong>POLY SULPHIDE SEALANTS</strong> | Pidilite, STP Limited, Sika, CICO |</p>
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<thead>
<tr>
<th>No.</th>
<th>Category</th>
<th>Brands</th>
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<tr>
<td>28</td>
<td>SILICONE SEALANTS</td>
<td>BASF, FOSROC, SWC, GE Bayer Silicones, Dow Corning, Sika, McCoy Soudat</td>
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<tr>
<td>29</td>
<td>SILICON WATER REPELLANT SOLUTION</td>
<td>GE Bayer Silicones, Metroark, STP Limited, MC Bauchemnic, Chokse Chemicals</td>
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<td>30</td>
<td>POL YURETHANE SEALANTS</td>
<td>3M, SIKA, McCoy Soudal</td>
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<td>31</td>
<td>PLYWOOD</td>
<td>Duroply Sharda Ply Wood Industries, Century Ply, Kitply, Green Ply wood, Virgo Lam (M/s Virgo Industries - Virgo Plywoods Ltd), Swastik Plyboard Ltd (Swati Plyboard), Merino</td>
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<tr>
<td>32</td>
<td>BLOCKBOARD</td>
<td>Duroply-Sharda Ply wood Industries, Century Ply, Kitply, Green Ply wood, Virgo Lam (M/s Virgo Industries - Virgo Plywoods Ltd), Merino</td>
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<tr>
<td>33</td>
<td>LAMINATE</td>
<td>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)</td>
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<tr>
<td>34</td>
<td>PRE-LAMINATED BOARD</td>
<td>Novopan (GVK Group), Ecoboard, Action Tesa (Action Buildwell), Bhutan Board</td>
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<tr>
<td>35</td>
<td>FLUSH DOORS</td>
<td>Kanchan Ply</td>
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</table>
| 36 | COMPACT LAMINATION DOORS | Swastik Plyboard Ltd (Swati Plyboard)  
Kutty's  
Diamond Flush Doors/Star Metal Forms Ltd  
Raa Veeta  
Alpro Panels  
| 37 | PRESSSED STEEL DOOR FRAMES | Merino  
Greenlam Asia Pacific Pvt Ltd studios  
rest rooms and cubicals  
Green Ply wood  
| 38 | FIRE DOORS | Agew Steel Manufactures Pvt Ltd  
Sen Harvic Windows Private Limited  
Oaynus  
| 39 | SANITARYWARAE | Hardware  
Cera  
Pafrryware  
Euro  
Somany  
| 40 | SANITARY & BATH FITTINGS | Mayur/Othello  
Jaquar and Company Pvt Ltd  
Kohler  
Kingsion (Plastocraft Sanitary India Pvt Ltd  
Cauret  
Marc  
| 41 | FRAMELESS GLASS PARTITION FIXTURES | Dorma  
Hafele  
Dorset  
Dline  
Insta Hardware  
Hardwya  
| 42 | SPIDER FITTINGS/PATCH FITTINGS | Ozone  
Kitch  
Dunex  
Dline  
| 43 | ANCHOR FASTENERS | Hilti India  
BOSCH FISCHER  
Canon Fasteners  
Axel  

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<th>Description</th>
<th>Supplier(s)</th>
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<tr>
<td>44</td>
<td>STONE GLADDING CLAMPS</td>
<td>Hilti India Pvt Ltd, BOSCH FISCHER, Canon Fasteners, Boun Group</td>
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<tr>
<td>45</td>
<td>DOOR HARDWARE</td>
<td>Dorma, Hafele, Dorset, Dline, Hardwyn, Ozone, Heffich India Pvt Ltd</td>
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<td>46</td>
<td>DRAINAGE PIPES</td>
<td>Tirupati Plastomatics, Duraline, Rex</td>
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<td>47</td>
<td>DUCTILE IRON PIPES</td>
<td>Electro steel, Jindal (Hissar)</td>
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<td>48</td>
<td>CAST IRON (A) S/S PIPES &amp; FITTINGS (IS:1536)</td>
<td>Kesoram, KDPL, NECCO, HEPCO</td>
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<tr>
<td>49</td>
<td>GI &amp; MS PIPES (IS: 1239 PART I &amp; II, IS: 3589)</td>
<td>Jindal (Hissar), Surya, Swastik Plyboard Ltd (Swati Plyboard), Prakash</td>
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<td>50</td>
<td>GI FITTING MALLEABLE (IS: 1879 PART 1 TO X)</td>
<td>Zoloto, Unik, &quot;R&quot;, KS, DRP</td>
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<td>51</td>
<td>UPVC PIPES &amp; FITTINGS (IS: 4985-1981)</td>
<td>Finolex, Supreme, Prince, Polypack, Jindal Plast (India)</td>
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<td>52</td>
<td>CPVC PIPES &amp; FITTINGS</td>
<td>Flowguard – Astral, Ajay, Ashirwad</td>
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<td>53</td>
<td>STONEWARE PIPES 7 GULLY TRAPS (IS:651)</td>
<td>Perfect, Anand, R.K., Priya</td>
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<td>54</td>
<td>RCC DSPIPES (IS:458)</td>
<td>Pragati, Jain Spun, Daya Spun, Usha</td>
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<td>Description</td>
<td>Company 1</td>
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<td>55</td>
<td>COPPER PIPES &amp; FITTINGS</td>
<td>Mehta Tubes</td>
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<td>56</td>
<td>HOPE PIPES &amp; FITTINGS</td>
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<td>57</td>
<td>STAINLESS STEEL PIPES</td>
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<td>58</td>
<td>PPR PIPES &amp; FITTINGS</td>
<td>Supreme</td>
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<td>59</td>
<td>POLYBUSYLENE (PB) PIPES &amp; FITTINGS</td>
<td>Georg Fischer</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</td>
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<td>61</td>
<td>INTEGRAL CRYSTALLINE WATERPROOFING METHOD</td>
<td>Kryton Buildmat</td>
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<td>62</td>
<td>POWDER COATINGS</td>
<td>Berger</td>
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<td>63</td>
<td>ALUMINIUM SECTIONS</td>
<td>Hindustan Aluminium</td>
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<td>64</td>
<td>HOLLOW SECTIONS, PIPES</td>
<td>Surya Pipes</td>
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| 65 | M.S. TUBES/ SECTIONS | Tata Metal  
|    |                     | Liyod Metal  
|    |                     | NSL Limited  
|    |                     | Bihar Tube Ltd  
|    |                     | Swastik Pipes Ltd  
|    |                     | JSW ISPAT  
|    |                     | Rana  
| 66 | SS WORKS            | Dharam Industries (FABRINOX)  
|    |                     | Ozone  
|    |                     | Jindal Stainless (JSL)  
| 67 | ROOFTING SHEETS     | Roof fit (Fibre Glass Roofing, Metal Roofing, galvalume Sheets)  
|    |                     | Wonder sheets (3 layer - UPVC Wonder Sheets Pro)  
|    |                     | I Loyd Insulations India Limited  
| 68 | METAL ROOFS         | "TRACDEK" Interarch Building Products Pvt Ltd (Metal Roofing Sheet)  
|    |                     | TATA Bluscope (Metal coated and Pre-painted Sheets "Zinclume" "Colortioneddd")  
| 69 | POLYCARBONATIC SHEETS | "Lexan" (SABIC Innovative Plastics)  
|    |                     | Danpallon  
| 70 | TENSILE FABRIC      | Fenan  
|    |                     | Mehler  |
ANNEXURE-VI: HANDING OVER NOTE

Date: __/___/2014

Shop/Space measuring ……. x ……. = …………. sqm, at ……………………… Metro Station (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 Cell, E&M Cell, C&S Cell & Operations Department 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

__________________________________________________________
Property Business Cell

______________________________
Electrical & Maintenance

______________________________
Civil & Structure

__________________________________________________________
Station Manager/Station Controller
Date: __/___/2014

Vacant possession of the Shop No. .......... measuring ..........*..........=.......... Square meter at ......................... Metro Station 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 Cell, E&M Department, C&S Department & Operations Department representatives.

_________________________  __________________________
Licensee                                      Property Business Cell

_________________________  __________________________
Electrical & Maintenance                       Civil & Structure

_________________________  
Station Manager/Station Controller
ANNEXURE-VIII: FORMAT OF BANK GUARANTEE
(for Interest Free Security Deposit/ Performance Security)

(The Bank Guarantee shall either be from State Bank of India or any other Nationalized Bank or Scheduled Commercial Bank payable at its branches located in Delhi/NCR 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 Bid Application Form from the interested parties from the eligible Bidders (fulfilling eligibility criteria as laid down in Bid document) for assigning License Rights of “Commercial Spaces (ID No. ______________) at New Delhi Metro Station on Airport Line through Open Auction”.

2. The Bid offer submitted by M/s __________ having their registered office at __________________________________ has been accepted by DMRC vide LOA No. _____________________ dated ___________. License Agreement shall be executed after payments in accordance with LOA.

3. DMRC has agreed to provide to the Licensee the licensed space on “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. Licensee shall commission, manage, operate and maintain the Commercial Spaces in DMRC stations as per License Agreement at its own cost. This License is for a period of ________ years from the date of handing over of licensed space, unless otherwise terminated/surrendered earlier.

4. As per the terms of the above mentioned LOA, the Licensee is required to operate the licensed Space on the sites handed over to the Licensee inside Metro Station for the duration of the License Agreement. The Licensee is required to make payments of License Fee & other dues as per License Agreement and applicable taxes to DMRC.

5. 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.
6. The Licensee is required to furnish an Interest free Security Deposit/ Performance Security for an amount of Rs. _______________ (Rupees _____________________________ only) as security for the performance and fulfillment of all its responsibilities and obligations as per the License Agreement.

7. Now, as per request of the Licensee to Guarantor to issue a Bank Guarantee as a part of said Interest free Security Deposit/ Performance Security in favour of DMRC, 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. This guarantee shall come into effect from the date of its issuance and shall remain in force up to _________________ or the extended period, if any. It shall not be revoked by the Guarantor at any time without DMRC’s prior consent in writing. This Guarantee shall be unconditional and shall remain valid and full enforceable during its currency period or till all amounts under this Guarantee are paid. This Guarantee shall be released by DMRC after the expiry of the validity period of this Bank Guarantee.

3. 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.

4. 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 will 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.

5. 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.

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

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.

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

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

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

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

Date: ________________
Place: ________________

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 __________________________
ANNEXURE-IX: LOCATION PLANS OF SCHEDULED SPACES

Note: The location plans have not been uploaded on web site due to security concerns. However, location plan shall be essential part of the Bid document. These location plans shall be annexed with the Bid document to be sold from DMRC. However, if the Bidders desire to submit their Bid after downloading the Bid Document from the website of DMRC, they may collected the location plans for the commercial spaces from the office of the Dy.CE/PB-1, DMRC Ltd, 4th Floor, B-Wing, Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi 110 001, between 1500 hrs to 1700 hrs on all working days, free of cost on production of identity proof and authority letter of the Bidder. The duly signed location plans issued from DMRC shall be submitted along with Bid. The relevant location plan of licensed Schedule(s) shall form essential part of the agreement to be executed with the selected Bidder.
ANNEXURE-X: LIST OF ABBREVIATIONS USED IN THE BID DOCUMENT

1. AoA: Article of Association
2. DD: Demand Draft
3. DMRC: Delhi Metro Rail Corporation Ltd.
4. DVAT: Delhi Value Added Tax
5. Dy. CE/PB-1: Deputy Chief Engineer/Property Business-1
6. EMD: Earnest Money Deposit
7. ID Card: Identity Card
8. KVA: Kilo Volt Ampere
9. KW: Kilo Watt
10. LF: License Fee
11. LOA: Letter of Acceptance
12. MoA: Memorandum of Association
13. MoU: Memorandum of Understanding
14. MRTS: Mass Rapid Transport System
15. NIT: Notice Inviting Tender
16. OMC: Other Maintenance Charges
17. PO: Pay Order
18. PoA: Power of Attorney
19. SD: Interest Free Security Deposit/ Performance Security
20. Sqm: Square meter
21. ST: Service Tax
ANNEXURE-XI: CERTIFICATE OF FIRE CLEARANCE

GOVERNMENT OF NATIONAL CAPITAL TERRITORY OF DELHI
HEAD QUARTERS; DELHI FIRE SERVICE, NEW DELHI - 110001

No F 6 / DFS / MS / 2012 / 326

Dated 12/01/12

FIRE SAFETY CERTIFICATE

Certified that the New Delhi Airport Metro Station (Retail area) of Airport Metro Express Line located at Ajmeri Gate New Delhi, was inspected by DO Aul Garg & ADO D.S. Yadav on 14.01.2012 in the presence of Mr. Goyal, Mr. Deepak and found that the said Metro Station (Retail Area) have complied with the fire prevention and fire safety requirements in accordance with rule 33 of the Delhi Fire Service Rule, 2010 and that the premises is fit for occupancy class "Mercantile/Assembly Building" with effect from 12/01/12 for a period of three years in accordance with rule 36 unless renewed under rule 37 or sooner cancelled under Rule 40 and subject to compliance of the conditions under rule 38 of the Delhi Fire Service Rules, 2010, printed overleaf.

Issued on ... 12/01/12 ... at New Delhi by.

Chief Fire Officer

Sh. Narinder Kr. Goyal, AVP (E&M System),
Delhi Airport Metro Express Pvt Ltd, Dwarka Depot N.D-75

Copy To:-

For Director

Delhi Fire Service

Conditions for the validity of fire safety certificate

1. All the means of escape/entry/exit shall be kept free from any obstruction.
2. All the fire protection measures shall be maintained in perfect working conditions all the times as seen during inspection.
3. All the staff members must know the correct method of operation of fire fighting system.
4. Any lapse rendering fire fighting system/equipment nor shall be risk and responsibility of the management.
5. This inspection report may not in any way be treated as regularization of unauthorized construction, if any.
6. The owner/occupier shall submit a declaration every year in form 'K' provided in the first schedule of Delhi Fire Service Rules 2010. The form is available on www.dfs.delhigovt.nic.in

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