Contract for Licensing of pre-identified Bare Space/s to operate a retail banking outlet/s by placement of 64 ATMs at identified/specified Metro Premises

(Bid Document)

Tender No. DMRC/PB/ATM/120M001

JUNE-2020

Delhi Metro Rail Corporation Ltd.

Metro Bhawan

Fire Brigade Lane, Barakamba Road,

New Delhi-110001

India

Cost of Bid document: Rs. 5900/- (Rupees Five Thousand Nine Hundred Only) per ATM Site inclusive of 18% GST which is non-refundable.
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DISCLAIMER

I. This request for proposal (RFP Document) for Licensing of Bare Space/s to operate a banking retail outlet/s by placement of ATM at 64 Metro Stations on various lines contains brief information about the available space, Qualification Requirements and the Selection process for the successful bidder. The purpose of the RFP document is to provide bidders with information to assist the formulation of their Bid.

II. The information contained in this RFP Document or subsequently provided to participants, 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 RFP Documents and any other terms and conditions subject to which such information is provided.

III. This RFP Document does not purport to contain all the information that each Bidder may require. This RFP Document has been prepared with a view to provide the relevant information about the Bare Space/s to operate a banking retail outlet/s by placement of ATM at 64 Metro Stations on all operational Lines of DMRC network. 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 RFP 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 RFP Document.

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

V. Any requirement for the Bare Space/s, which may be deemed to be necessary by the Bidder should be independently established, managed and verified by the Bidder.

VI. This RFP Document is not an agreement and is not an offer or invitation by DMRC to any party. The terms for development of bare space/s and the right of the successful Bidder shall be as set out in separate agreement executed between DMRC and the successful Bidder, broadly in the format setout herein.

VII. DMRC reserves the right to accept or reject any or all bids without assigning 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 RFP Document.
Bid for Licensing of Bare Space/s to operate a banking retail outlet/s by placement of ATM at 64 Metro Stations on various operational Lines of DMRC network, metro trains depots & staff quarters

(Request for Proposal)

Name and address of the Bidder to whom issued:

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

Issued by.........................
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, Phase II & Phase III of the Delhi Metro and is currently engaged in conceptualization of the Phase IV of the project. Presently, the Delhi Metro network consists of about 389 Km with 285 stations (including NOIDA-Greater NOIDA Corridor and Rapid Metro Gurugram). The network has now crossed the boundaries of Delhi to reach NOIDA and Ghaziabad in Uttar Pradesh and Gurgaon in Haryana. Currently, Delhi Metro is commuting approximately 30 lakhs commuters on an average on daily basis with safety, punctuality, reliability and comfort.

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 license of Bare Space/s to operate a banking retail outlet/s by placement of 64 ATMs at pre-identified bare spaces at Metro premises, as mentioned in Annexure-1.

1.3 All the ATM sites have standard area of 4 sqm. In order to ease the fabrication/refurbishment of ATM sites, a standard design of ATM has been made and indicated in Annexure-VI of DLA. No other structural design shall be entertained. However licensee is at liberty to either install stand alone ATM Machine/s or Pota Cabin, but, in case licensee uses less than 4 sqm area, then licensee shall be charged 4 sqm and in case licensee uses more than 4 sqm area, then actual area shall be charged.

**Illustration:**

<table>
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<tr>
<th>Actual Area used for ATM Machine installation</th>
<th>Area to be Charged</th>
</tr>
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<tr>
<td>3.75 sqm</td>
<td>4.00 sqm</td>
</tr>
<tr>
<td>5.50 sqm</td>
<td>5.50 sqm</td>
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CHAPTER 2
NOTICE INVITING BID

2.1 DMRC invites E-Bids from the bidders who fulfill following criteria:

(i) Scheduled commercial Banks i.e. Public Sector Banks/ Private Sector Banks/ Small Financial Banks/ Payment Banks/ Foreign Banks operating in India, duly licensed by RBI & included in the RBI list of scheduled banks.

(ii) Non-Banking Entities:

Non-Banking entities incorporated in India under the Companies Act 1956/2013, and duly licensed/ authorized by Reserve Bank of India to set up, own and operate ATMs in India. Such non-banking entities are known as “White Label ATM operators” (WLAO) and such ATMs are called “White Label ATMs” (WLAs). They provide the banking services to the customers of banks in India, based on the cards (debit/credit/prepaid) issued by banks & accordingly should have established technical connectivity with the existing authorized shared ATM network operators as per RBI guidelines.

Non-banking entities permitted to set up WLAs in India, who have obtained authorization from RBI under the Payment and Settlement Systems (PSS) Act 2007.

(a) The Bidders shall not have a conflict of interest that affects the Bidding Process. Any Bidder found to have conflict of interest shall be disqualified. A Bidder shall be deemed to have a conflict of interest affecting Bidding Process if a constituent of one Bidder is also a constituent of another Bidder.

(b) The bidders shall enclose with their application an undertaking stating/providing that all the necessary supporting documents, including duly certified audited accounts and financial statements have been provided.

(c) Bidder shall undertake that they have not been banned from Business, as on date of Tender submission as per following:

i) DMRC/ any other metro organisations (100% owned by govt.)/Ministry of Housing & Urban Affairs/Order of Ministry of Commerce, applicable for all Ministries must not have banned/debarred business with the tenderer/bidder as on the date of tender submission. The tenderer should submit undertaking to this effect in Annexure 6A of Tender Document.

ii) Also no contract of the tenderer executed, should have been rescinded/terminated by DMRC after award during last 03 years (from the last day of the previous month of a tender submission) due to non-performance. The tenderer should submit undertaking to this effect in Annexure 6A of Tender Document.

iii) In case at a subsequent date the successful bidder/licensee is found to have been banned for business as given above, DMRC shall be at liberty to and have full rights to cancel the allotment of built-up/bare spaces and forfeit the Interest Free Security Deposit after adjusting any dues payable by the successful bidder/licensee.

2.2 DMRC shall receive RFP Bids pursuant to this RFP document, in accordance with the terms set forth herein as modified, altered, amended and clarified from time to time.
by DMRC. RFP Bidders shall submit bids in accordance with such terms on or before the date specified in this document. The RFP Bidders are advised to visit the DMRC premises at the premises/site and familiarize themselves with the proposed arrangements and all activities necessary in this regard.

2.3 Salient features of Bidding Process:

(a) DMRC has adopted Single stage two packet Bidding Process to select suitable highest Bidder(s) to grant license of Bare Space/s to operate a banking retail outlet/s by placement of ATM at 64 Metro Premises on all operational lines of DMRC network.

(b) Tender Document (non-transferable) can be downloaded from the web site https://eprocure.gov.in/eprocure/app. Cost of Tender Document (Non-refundable). If a bidder wants to participate in more than one site, bidder is required to make one payment towards tender document cost of Rs. 5900/-.

Tender Document cost shall be submitted through RTGS, NEFT or IMPS to DMRC. With one tender document cost, bidder can participate for one or more sites as per eligibility. However, separate EMDs are required for each site the bidder is bidding for.

(c) The Bidders shall submit along with the RFP Application, amount of bid security as detailed and mentioned in Annexure-I of this Bid Document for each ATM site. However, the bidder needs to submit the tender document cost only once in case of bidding for any number of sites. The payment shall be made online only i.e RTGS/NEFT/IMPS. DMRC’s authorized bank name and Current account No. to which payments to be made ---Union Bank of India, F-14/15, Connaught Place, New Delhi-110001., IFSC code UBIN0530786, A/c No 307801110050003. The Bid shall be summarily rejected if it is not accompanied with appropriate bid security. The bid security of the selected Bidder shall be adjusted against the Interest Free Security Deposit. The bid security of unsuccessful bidders shall be refunded after award of contract, without considering any interest, thereof. If the bidder withdraws his bid at any stage, his Bid Security amount shall be forfeited by DMRC.

Bidders may bid for one or more or for all the offered sites/locations as per their requirement. However, separate EMD for each site for which bid is submitted shall be paid & submitted by the bidder to DMRC (in aggregate) as per details mentioned in Annexure-I.

(d) (i) 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.

(ii) The bid quoted by the Bank should be above the reserve price for a particular/ specific ATM as mentioned in Annexure-I of bid document. Bids below the reserve price are liable to be rejected. Bidders to note that the payment of tender security shall be made from the account of bidder only.
(e) The payment of the tender cost is acceptable from any account. However, tenderer shall submit such transaction details along with their tender submission on e-portal. If the same transaction reference number has been submitted for more than one bid. All such bids shall be considered ineligible and summarily rejected.

(f) If tender security has been made from other than the account mentioned above, same shall not be accepted and all such bids shall be considered ineligible and summarily rejected.

g) Submission of the tender cost & EMD should match with the details of the uploaded documents.

(h) Schedule of Bidding Process for RFP

<p>| Start of sale of Bid Document to Bidders | From 01.07.2020 to 30.07.2020 (up to 1500hrs) on e-Tendering website <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> For further information on this regard bidders are advised to contact on 23417910-12 (Ext: 534763), For technical queries related to Central Procurement Portal, Help Desk No: 0120-4200462, 0120-4001002 |
| Cost of Bid Document (Non-refundable) | Rs. 5900/- (Rupees Five Thousand Nine Hundred Only) including 18% GST. Cost of Tender Document shall be acceptable through online mode only i.e. RTGS/NEFT/IMPS. No other Mode of payment will be accepted. The details if bank account of DMRC to facilitate the payment is mentioned below. Details of DMRC’s authorized bank name and Current account No. to which payments of Tender Cost are to be made is as follows: Union Bank of India, F-14/15, Connaught Place, New Delhi-110001, IFSC Code UBIN0530786, Account name - DMRC Ltd. Property Business Account, Account number 30780110050003 The Bidders will be required to upload scanned copies of transaction of payment of tender fee/tender document cost including e-receipt (clearly indicating UTR No. and tender reference i.e….) must be entered in remarks at the time of online transaction of payment, failing which payment may not be considered) to be uploaded in online bid submission. No copies of transaction of payment are required to be sent to this office. Note: The payment of tender cost is accepted from any account. However, tenderer shall submit such transaction details along with their tender submission on e-portal. If the same transaction reference number has been submitted for more than one bids. All such bids shall be considered ineligible and summarily rejected |
| <strong>Bid Security/EMD</strong> | EMD/Bid Security shall be paid against respective site as mentioned in Annexure – I. Bid Security amount shall be acceptable through online mode only i.e RTGS/NEFT/IMPS. No other Mode of payment will be accepted. Details of DMRC’s authorized bank name and Current account No. to which payments of Bid Security are to be made is as follows; <strong>Union Bank of India, F-14/15, Connaught Place, New Delhi-110001, IFSC Code UBIN0530786, Account name - DMRC Ltd. Property Business Account , Account number 307801110050003</strong> Bidders shall upload the scanned copies of transaction of payment of tender security/ EMD including e-receipt (clearly indicating UTR No. and tender reference i.e...) must be entered in the remarks at the time of online transaction of payment, failing which payment may not be considered ) to be uploaded in online bid submission. No copies of transaction of payment are required to be sent to this office. |
| Bid Security/EMD. Bidders shall pay EMD/Bid Security for any one or more or all the sites for which bids made. | |
| <strong>Site Visit</strong> | 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. |
| | |
| <strong>Pre-Bid Conference</strong> | 13.07.2020 at 15.00 hrs. The pre-bid meeting shall be conducted through video conferencing by software apps such as Webex/Microsoft Teams. All Prospective bidders shall provide the details of the person(s) (mobile No. and mail id) (maximum up to two) who will be participating in such virtual meeting at least one day before the meeting (latest by 1100 hrs on 12.07.2020) to the registered official email of DMRC i.e. <a href="mailto:gmpb@dmrc.org">gmpb@dmrc.org</a>, so that links having details such as software, meeting ID, password, etc. can be mailed to these persons at least 12 hours before the scheduled pre-bid meeting. Further, bidders are requested to send Pre-bid queries on the registered official email of DMRC i.e. <a href="mailto:gmpb@dmrc.org">gmpb@dmrc.org</a> latest by 1700 hrs on 15.07.2020. Queries received after 1700 hrs on |</p>
<table>
<thead>
<tr>
<th>Stage of Activity</th>
<th>Time Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>Payment of Interest Free Security deposit and 1st Half Yearly advance license fee, maintenance charges etc. and applicable GST to DMRC by licensee</td>
<td>Within 30 days of date of issue of Letter of Acceptance.</td>
</tr>
<tr>
<td>Licensed space to be handed over to Selected Bidder for ATMs.</td>
<td>Within 7 days of signing of the License Agreement.</td>
</tr>
<tr>
<td>Signing of License Agreement.</td>
<td>Within 30 days of making the full payments As per the Letter of Acceptance.</td>
</tr>
<tr>
<td>Commencement of License Agreement/ License Fee</td>
<td>This License Fee shall commence with effect from 46th day of handing over of first ATM site (allowing 45 days fit out period for installation of ATM) or immediately after 15 days from the date of completion of electrical work by DMRC and subsequent handing over of energy meter or notice/ letter for taking hand over, whichever is later, the tenure of the license agreement/ period shall commence from the date of first handing over of the first ATM site/s and shall continue for a period of (06) years including a lock in period of 02 years unless otherwise</td>
</tr>
</tbody>
</table>

(i) Schedule of Various Stages: The Selected Bidder shall follow the following time lines:
2.4 During the course of Pre-Bid conference, the participants may seek clarifications and put suggestions for consideration. DMRC shall endeavor 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, as well as on eprocure web portal i.e. https://eprocure.gov.in/eprocure/app. Please note that individual communication shall not be issued to any bank and maximum of three representatives of each Bank shall be allowed to participate on production of authority letter/ID Card of the Bank.

2.5 Bid document can be downloaded from https://eprocure.gov.in/eprocure/app and may be uploaded online along with document cost and the EMD at the time of submission of RFP bids. RFP bids submitted without cost of Bid document by the bidders, who have downloaded the RFP document from https://eprocure.gov.in/eprocure/app, shall be out rightly rejected. Late/ delayed RFP received after the stipulated date and time of submission of RFP shall be rejected out rightly.

2.6 Bid submissions will be made online after uploading the mandatory scanned documents towards cost of Tender documents, Bid Security & other documents as stated in the Tender document. Details of bank account of DMRC for payment are as follows:

<table>
<thead>
<tr>
<th>Name of Bank</th>
<th>Bank’s Address &amp; MIRC Code</th>
<th>Account Name &amp; No.</th>
<th>Account Type</th>
<th>IFSC Code</th>
<th>MICR Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>M/s Union Bank of India</td>
<td>F-14/15, Connaught Place, New Delhi-110001</td>
<td>DMRC Ltd. Property Business Account No. 307801110050003</td>
<td>Current</td>
<td>UBIN0530786</td>
<td>110026006</td>
</tr>
</tbody>
</table>

2.7 Late bids received after last date and time stipulated for submission of bid shall not
be accepted under any circumstances.

2.8 DMRC reserves the right to accept or reject any or all proposals without assigning any reasons. No Bidder shall have any cause of action or claim against the DMRC for rejection of their bids.

2.9 All the uploaded files in tender submission should be named properly and arrange systematically. No special character/space should be there in the uploaded file name.

The bidders are advised to keep in touch with e-Tendering portal https://eprocure.gov.in/eprocure/app and www.delhimetrail.com/tenders.aspx for updates.

2.10 In case of any queries, the Bidders may contact:
   The Sr. DGM/ Property Business,
   3rd Floor, ‘A’ Wing, Metro Bhawan,
   Fire Bridge Lane, Barakhamba Road,
   New Delhi-110 001.
CHAPTER 3

TERMS AND CONDITIONS

3.1 Scope of the work:

Successful bidder shall have the rights to utilize the said Bare Spaces as offered in this Tender Document (Area given at annexure-I) exclusively for installation and operation of ATM only except for banned usages/ negative list as given in Annexure -12 of the RFP subject to the terms and conditions as specified by DMRC. Successful bidder shall be responsible for the following activities:

a.) The offered Bare Spaces as detailed in Annexure -1 of this tender document will be provided on “as is where is basis”. It is successful bidder’s responsibility to develop the entire offered bare spaces at their own cost as per DMRC specifications, operational and other feasibility and after obtaining prior approval from DMRC. Successful Bidder shall be permitted to develop the offered Bare Spaces by creating only temporary structures as per DMRC specificaions. Due to any reason, if any part or whole of the structure is required to be dismantled & removed, the successful bidder shall do it peacefully without any demur. No claim for compensation/ costs/ damages etc. would be entertained on this account by DMRC.

b.) Successful bidder shall be required to execute all work at their own cost as required for commercial development of the tendered area where only temporary structure shall be constructed/ developed.

c.) The Successful bidder shall be required to adhere to the building design, however, there are no limitations on planning and subdivision of the interior licensed floor space. However, within these parameters, maintaining the structural safety and integrity shall be the sole responsibility of the successful bidder. The Successful bidder shall also ensure that the proposed commercial development within tendered area is neither an impediment for smooth flow of traffic nor a safety hazard for DMRC civil structures or for its commuters and public at large. The successful bidder shall also ensure that all existing utilities and facilities (if any) falling within the said tendered space will be kept accessible and the successful bidder shall not interfere or tamper with those installations at any time.

d.) Notwithstanding anything mentioned above, the successful bidder is required to adhere to the provisions of the prevailing master plan and the building bye-laws of the authorities having jurisdiction over the tendered space for the development works to be undertaken.

e.) The successful bidder shall obtain all clearances and sanctions as required from the competent authorities for building sub-plans, utilities, fire fighting, etc at its own cost. It is to be clearly understood that all such clearances are to be obtained by the successful bidder and the DMRC may only provide assistance wherever possible without any obligation.

f.) Procuring all the permissions/ licenses etc. required from the statutory/ regulatory/ civic authorities concerned, to be able to use the tendered space for desired commercial purposes/ business, will be sole responsibility of the successful bidder.
DMRC shall not be responsible for any such procurement and shall not entertain any claims in this regard.

g.) Fire fighting and other infrastructure so created within the tendered space must be integrated with that already provided/planned for the metro station by DMRC.

h.) The successful bidder shall at all times adhere to all provisions of the Delhi Metro Railway (Operation And Maintenance) Act, 2002 and amendments thereto and shall also comply with all notices and circulars issued by DMRC in this regard.

i) Operate, manage and maintain the entire offered space with adequate trained and experienced team for responsibilities as defined in this tender document.

j) The successful bidder(s) may use or allow the use of scheduled tendered/licensed space for any activities except for activities mentioned in list of banned usages placed at Annexure-12 of the RFP.

k.) The sub-licensing of the tendered bare spaces is not allowed as per the terms of this tender document. The successful bidder shall not assign any of its rights, or interest in respective license agreement in favour of any company/person(s) at any time and for any reasons whatsoever.

l.) Under no circumstances, shall the tendered Bare Spaces or facilities constructed or installed thereon in the form of temporary structure, at the licensed space / tendered space be mortgaged, charged or otherwise put under any lien (including negative lien), and no charge or encumbrance will be created or agreed to be created in favour of any person, including the Lenders/ Financial Institution(s)/ Banks etc.

m.) Successful bidder shall ensure no use of polythene baggage / bags at the tendered area/ licensed area.

n.) The successful bidder shall be responsible for obtaining fire NOC for their licensed area/space from Delhi Fire Services, if applicable.

o.) Comply with all statutory requirements in connection with this tender document.

p.) Ensure regular and timely payments of all amounts due to DMRC and discharge all obligations as per provisions of this tender document.

q.) Payment of all statutory taxes, GST, local levies, statutory dues, etc. as and when due and as applicable.

3.2 Tender Fee / Tender Document Cost:
The instrument type for payment of tender fee / tender document cost is to be done only by RTGS, NEFT & IMPS. No other mode of payment will be accepted. The detail of bank account of DMRC to facilitate the payment is mentioned at Clause No. 2.6 of NIT in the tender document. The bidders will be required to upload scanned copies of transaction of payment of tender fee / tender document cost including e-receipt (clearly indicating UTR No. and tender reference must be entered in remarks at the time of online transaction of payment, failing which, payment may not be considered) to be uploaded in online bid submission. Copies of transaction of payment in physical form are not required to be sent to the office of Sr. Dy. GM / Property Business. It may be noted that the payment of the tender cost is acceptable from any account. However, tenderer shall submit such transaction details along with their tender submission on e-portal. If the same transaction reference number has been submitted for more than one bid, all such bids shall be considered ineligible and summarily rejected.

3.3 Handing over of tendered space:
a.) After the evaluation of bids, Letter of Acceptance (LOA) will be issued to the successful bidders. The tendered Bare Spaces, as mentioned in Annexure-1, shall be handed over for commercial activities within 7 (seven) days of Signing of License Agreement which shall be executed within 30 days of date of receipt of Interest Free Security Deposit/full LOA payment as stipulated in Letter of Acceptance.
b.) The successful bidder shall not claim any compensation on account of any variation in handing over of the offered space from that of the mentioned in the Annexure-I.
c.) For detailed terms & conditions, kindly refer Draft License Agreement annexed at Annexure -13.

3.4 Execution of License Agreement:
The License Agreement based on Draft License Agreement annexed at Annexure -13 shall be executed within 30 days of receipt of full payment of Letter of Acceptance.

3.5 License Tenure:

3.5.1 Licensing rights of said tendered Bare Spaces for each site shall be for a period of Six (06) years unless otherwise terminated by DMRC or surrendered by the successful bidder, in term of provisions of License Agreement.

3.5.2 The tenure of License Agreement shall commence from the date of handing over of the first licensed bare space or date of deemed handing over whichever is earlier.

3.5.3 Tenure of the License Period of any space handed over subsequently shall be co-terminus with above period irrespective of date of actual handing over.

3.5.4 There shall be a lock in period of 02 (two) years from the date of commencement of the license agreement.

3.5.5 The Successful bidder shall have option to surrender & exit from the License Agreement immediately after completion of lock in period of two (02) years. For this, the Successful bidder shall have to issue 180 days prior notice to DMRC. Such prior notice intimation can be given after one and half (1 ½) years however option to exit will be available only after 02 (two) years. The exit clause is as per provisions of Clause No. 6.2 to 6.5 of chapter 6 of Draft License Agreement annexed at Annexure -13.

3.5.6 For detailed terms & conditions, kindly refer Draft License Agreement annexed at Annexure -13.

3.5.7 No partial surrender of the licensed space shall be permitted during the currency of the license agreement.

3.6 Extension of License:
The tenure of this license agreement shall be Six (06) years with a lock-in period of two (02) years from date of handing over of the offered space. Tenure of the license agreement shall not be extended.

3.7 Charging of License Fee:
a.) License fee shall be charged on actual super area handed over to the successful bidder subject to minimum chargeable area of 04 sqm for each ATM site. The aforesaid license fee shall be charged in advance on Half Yearly basis. The applicable Goods & Service Tax (GST) shall also be payable extra as applicable from time to time, along with the license fee. The license fee (advance), for the subsequent half years, shall be payable by the last working day of the previous running half years.
b.) All other statutory taxes, statutory dues, local levies, third party dues (i.e. electricity, water consumption charges etc.) as applicable shall be charged extra and shall have to be remitted along with the license fees for onward remittance to the Government. The successful bidder shall indemnify DMRC from any claims that may arise from the statutory authorities in connection with this tender document / license agreement. Any change in tax structure as per govt. guidelines will also be applicable.
c.) The license period shall commence from the date of first handing over of the ATM site and the charging of license fee shall commence immediately after 45 days fitment period from date of handing over of tendered space i.e. from 46th day of fitment period or date of deemed handing over whichever is earlier or immediately after 15 days from the date of completion of electrical work by DMRC and subsequent handing over of energy metre or notice/letter for taking handing over, whichever is later.
d.) The license fee, OMC and other recurring charges shall be increased & escalated by 20% on compounding basis after completion of every three (3) year of license period.

3.8 Interest Free Security Deposit:
3.8.1 Successful bidder shall also pay Interest Free Security Deposit to DMRC Ltd, equal to 12 (twelve) months applicable license fee for the tendered area for each ATM site as given in annexure-1 of RPF payable in advance.
3.8.2 The Interest Free Security Deposit shall be escalated by 20% on compounding basis after completion of every three (3) year.
3.8.3 For detailed terms & conditions related to interest free security deposit, kindly refer Clause No. 7.2 of Chapter -7 of Draft License Agreement annexed at Annexure -15.

3.9 Fitment period:
e.) For carrying out the fit-outs, finishing works etc., successful bidder would be permitted a rent free / fitment period of 45 days from the date of handing over of the bare space. The successful bidder shall have to complete in all respects the development of the tendered / licensed space, within a period of 45 days from the date of ‘handing over’ of the space by DMRC under the License Agreement as license fee would be applicable immediately after expiry of aforementioned fitment period i.e. from 46th day from date of handing over of space or immediately after 15 days from the date of completion of electrical work by DMRC and subsequent handing over of energy metre or notice/letter for taking handing over, whichever is later.

3.10 Property Tax and Registration of License Agreement:
a) GST and surcharge thereon, as applicable from time to time, shall be paid by the Licensee. Payment of all statutory taxes, local levies, statutory dues, etc. (including property tax which shall also be borne by Licensee) as and when due. The property tax/ service charge applicable on the licenced premises, if any, shall be paid by DMRC as per applicable rates of concerned municipal corporations in advance at the start of the financial year applicable/ under consideration. Subsequently, the aforementioned property tax/ service charge will be charged & recovered from the license at the start of every financial year ( i.e DMRC shall raise the demanded by 15th April) and licensee shall pay/ submit to DMRC the property tax/ service charges demanded latest by the last day of the first month of every financial year (i.e. latest by 30th April of that year ). This has been illustrated below for better understanding:

Date of raising demand of property tax/service charge for the applicable financial year under consideration: By 15th April of the said year.

Last date of payment of dues against Property tax/service charge to DMRC for financial year under consideration: By 30th April of the said year.

However, if for any reason DMRC does not raise the demand against property tax /service charge for the financial year applicable/ under consideration as per aforementioned schedule, licensee shall be liable to pay the demand against said property tax within 15 days from the date of raising of such demand by DMRC.

The non-payment of aforementioned dues against property tax/service charge within stipulated time frame shall be constituted as Material Breach of Contract of License Agreement and DMRC shall initiate proceedings as mentioned in relevant clause of License Agreement for material breach of contract condition.

In case of termination (pre-mature/ mature/ surrender) of license agreement, the property tax/service charge shall be recovered from licensee on pro-rata basis for the actual period of occupancy only. DMRC can recover these dues from the Interest Free Security Deposit of the Licensee. The applicable property tax/service charge will be charged & recovered for the mezzanine floor, if any, also as applicable.

b) Payment of stamp duty on execution & registration of license agreement, if any, to be executed in pursuance of this bid shall be solely borne by successful bidder/licensee.

The registration of License agreement of the licensed space shall be done within 30 days of signing of agreement by the licensee (registration fees, stamp duty etc to be fully borne by the licensee) and the duly registered documents to be submitted to DMRC for records. Any amendment in the contract/license agreement, if required to be registered, shall also be registered with 30 (thirty) days from the date amendment and duly registered
document shall be submitted to DMRC for record. In case the registration of license agreement/amendment is not done within 30 (thirty) days from the date of singing of agreement/amendment, it shall be treated as “material breach of contract” in terms of clause no. 12.2(p) of Chapter 12 of DLA. The licensee shall be given 30 (thirty) days time to cure the default to the satisfaction of DMRC within the cure period in terms of clause no. 12.3 of DLA. In case the licensee fails to cure/rectify the event of default to the satisfaction of DMRC within the cure period of 30 days, DMRC may terminate the license agreement of respective schedule after the expiry of cure period duly forfeiting the Interest Free Security Deposit & any other amount paid by the licensee to DMRC.

In the case the registration of the license agreement/amendment is not within the 30 days of signing of license agreement/amendment, it shall be treated as “Material Breach of Contract”

3.11 Infrastructure Services:

a.) Electricity, Installation of DG sets, Air Conditioning and Fire Fighting & Fire Protection:

(i) It is successful bidder’s responsibility to draw electric power cable from LT panel to the tendered space at their own cost.

(ii) Successful bidder has to carry out all works for functioning of their tendered / licensed area on their own with all costs to be borne by the licensee including installation & commission of ACB/ MCCB in spare space of LT panel, cable laying, cable trays, hangers in cable route, individual LT panel at proposed space and subsequent extension of power supply from individual LT panel along with associated cabling, cable tray, earthing, internal wiring, lighting, power distribution etc.

(iii) Successful bidder shall install LED electrical lights and energy efficient Air-Conditioners to ensures energy conversation.

(iv) Availing power supply from outside agencies in DMRC is not permitted. Hence, for reliability of power supply, if desired, successful bidder can install their own DG sets at their own cost subject to adhere to all norms specified in Draft License Agreement annexed at Annexure -15.

(v) Licensee shall pay a refundable electricity consumption deposit of Rs. 4500/- per KVA (a total of 05 KVA in case of ATMs) for sanctioning of electricity load as per requirement or as revised. A non-refundable one time electrical supervision charges of Rs. 10000/- (ten thousand rupees) per energy meter plus GST as applicable shall be paid to DMRC by the licensee. DMRC shall make available to the licensee, electric power at DERC rates as per actual consumption.

(vi) For meeting Air Conditioning requirement for tendered / licensed space, successful bidder may install VRV/ package AC/ Split AC as per their own design and requirement at their own cost.

(vi) Dedicated fire alarm & control system for tendered space has to be planned and installed by successful bidder at their own cost as per the statutory requirement of Delhi Fire Services. It is successful bidder’s responsibility to connect tendered area / licensed area to tapping point at their own cost.
(vii) The successful bidder shall make provision for TOD energy meter as per latest DERC guidelines.

(viii) For detailed terms & conditions pertains to infrastructure service and rules / procedures to be followed for electricity supply, installation of DG sets, Air-conditioning and Fire Fighting & Fire Protection, kindly refer Annexure -IV of the Draft License Agreement.

Disposal of Waste:

The successful bidder shall have to make its own arrangements for daily disposal of waste (after segregation of dry and wet waste) out of DMRC premises at the dumping sites approved by MCD/ concerned civil agencies to ensure perfect cleanliness. If any kind of waste is found disposed of on DMRC premises, a penalty/fine of Rs 2000/- shall be imposed by DMRC for each occasion.

e) 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 successful bidder from the telephone company at their own cost.

f) Security:

Successful bidder shall install CCTV cameras inside/ outside the tendered/ licensed area and also arrange security arrangement for their tendered / licensed area at their own cost. Successful bidder 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 on this account.

g) Provisions of parking:

If available, the parking facility may be used by successful bidder. All charges, fees and rules for parking will apply as applicable to the general public and commuters.

3.12 The pre-identified bare spaces available at various metro premises as detailed in Annexure-I are proposed to be allotted on license basis to the selected bidder.

3.13 The vacant bare spaces, as mentioned in Annexure-1, shall be handed over within 7 days from the date of signing of the License Agreement.

3.14 The areas of bare space to be given on license at various premises as shown in Annexure-I, specified in bid document are approximate. Actual area shall be measured at the time of handing over of the area. If the actual area varies, the License Fee shall be charged for actual area to be handed over to the selected Bidder, subject to a minimum chargeable area of 04 sqm, for each ATM site.

3.15 All the ATM sites have standard area of 4 sqm. In order to ease the fabrication/ refurbish of ATM sites, a standard design of ATM has been made and indicated in Annexure-VI of DLA. However licensee is at liberty to either install stand alone ATM Machine/s or Porta Cabin, but, in case licensee uses less than 4 sqm area, then licensee shall be charged 4 sqm and in case licensee uses more than 4 sqm area then actual area shall be charged.
3.16 The License Agreement shall be executed within 30 days of making the payment of Letter of Acceptance. Payment of stamp duty on agreement, if any, to be executed in pursuance of this Bid shall be borne by Licensee.

3.17 The license period shall commence from the date of first handing over of the ATM site and the charging of license fee shall commence immediately after 45 days fitment period from date of handing over of tendered space i.e. from 46th day of fitment period or date of deemed handing over whichever is earlier or immediately after 15 days from the date of completion of electrical work by DMRC and subsequent handing over of energy metre or notice/letter for taking handing over, whichever is later.

3.18 Additional available built up or bare space at the area other than the same level i.e. roof of the station, if required by the licensee to install any utility/ equipment, can also be provided subject to availability/ feasibility and at a License fee @ 50% of the rate of main license fee from date of handing over of the additional space. However additional space at the same level will be charged @ pro rata basis of applicable rate of license fee.

3.19 Permissible Usage of Space: Bare Space/s can be used only for ATM purpose.

3.20 Due care has been taken in finalization of ATM sites. However, DMRC reserves the right to cancel/ change the site based on operational requirement. Alternative site may be provided at the same premise.

3.21 License Fee + applicable taxes and other dues shall be payable in advance by the Licensee to DMRC on half yearly basis before the commencement of respective half year and before the last working day of the previously running half year. The License Fees etc. will be escalated @ 20% on compounding basis on the completion of every three years of license period. The escalation of 20% is applicable for one time during the currency of six (6) years contract period, which has a lock in period of 2 (two) years.

3.22 The bank/Licensee will be required to pay a monthly maintenance fee (OMC – Other Maintenance Charges) of Rs. 60/- per sqm + applicable taxes thereon. This amount shall also be escalated on compounding basis @ 20% on the completion of every three years of license period. Interest Free Security Deposit equivalent to 12 months license fee shall be escalated @ 20% on compounded basis on the completion of every three years of license period. The escalation of 20% is applicable for one time during the currency of six (6) years contract period, which has a lock in period of 2 (two) years.

3.23 The Interest Free Security Deposit shall stand forfeited to DMRC if licensee surrenders the site/s within the 02 (two) years lock in period from allotment from the date of commencement of license agreement. Surrender of license after payment of security deposit even without taking possession of site will lead to forfeiture of security deposit and all other payments made within the lock in period of 02 years.

3.24 The bank will be required to pay Rs. 1000/- per month per site plus taxes/GST to DMRC on account of Housekeeping/Common Area Maintenance charges. The concerned Station Manager shall be responsible for the cleanliness of area near ATM Machine.

3.25 Interest Free Security Deposit:

The selected Bidder(s) shall pay Interest Free Security Deposit to DMRC, equal to the annual (12 months) license fee preferably through online mode only i.e RTGS/NEFT/IMPS. DMRC’s authorized bank name and current account no. to which payments to be made — Union Bank of India, F-14/15, Connaught Place, New Delhi-110001., IFSC code UBIN0530786, A/c No. 307801110050003.
The above Interest Free Security Deposit shall be escalated by 20% on completion of 3 years of license period on compounding basis. The IFSD can also be paid by DD/PO in favour of DMRC Ltd. Payable at New Delhi.

3.26 (i) Commencement of License Fee:
The license period shall commence from the date of first handing over of the ATM site and the charging of license fee shall commence immediately after 45 days fitment period from date of handing over of tendered space i.e. from 46th day of fitment period or date of deemed handing over whichever is earlier or immediately after 15 days from the date of completion of electrical work by DMRC and subsequent handing over of energy metre or notice/letter for taking handing over, whichever is later.

3.26 (ii) 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 Licensee. The Licensee shall indemnify DMRC from any claims that may arise from the statutory authorities in connection with this License Agreement.

3.27 The rules and guidelines for release of Electrical supply for bare space/s is mentioned in Annexure-IV of DLA. The power supply connection released for retail operation of ATM shall be based upon the Electrical Loads available from DMRC power network. However, if additional electrical load is required by the Licensee, the same may be arranged by DMRC, if feasible, at the cost of Licensee.

3.28 Electrical work up to the ATM site shall be done by the DMRC. It includes supply, laying and termination of suitable LT cable from source to nearest point at the location of ATM at respective premises. This will include load and meter box with double pole MCB for taking supply suitable for single phase, 5 KW, pre-paid energy meter etc. Licensee shall extend power supply from this Prepaid Meter Box at his own cost. Tentative cost of electrical work is Rs. 50,000/- (Rupees Fifty Thousand only) per ATM site. The actual expenditure shall be communicated to the Licensees after the work is completed at the site. Overall Cost of Electrical work shall be recovered from the successful bidder.

3.29 The licensee will be required to pay all deposits towards provision of infrastructure facilities, such as electricity consumption deposit (presently Rs.4500/- per KVA) etc. All infrastructure usage such as electricity and any other facilities will be payable as per invoices raised by DMRC Ltd. Infrastructure facilities are subject to availability and since they are provided from station sources, are subject to curtailment or rationing and no compensation or claim on this account will be considered.

3.30 Licensee may provide split ACs, if required, at his own cost conforming to detailed specifications attached at Annexure-IV. However installation of air conditioner unit inside underground metro stations is not permitted.

3.31 I/We acknowledge that the draft license agreement is subject to change, modifications and corrections. I/We agree and undertake not to make any claim for compensation or damages from DMRC that may arise due to any change in the terms and conditions of the draft indicative license agreement and also understand that DMRC is under no obligation to entertain any representation for such claim/compensation/damages. All standard terms and conditions will be applicable.
CHAPTER 4

ELIGIBILITY CRITERIA FOR BIDDERS

4.1 Following entities shall be eligible to bid for the tender:

(i) Scheduled commercial Banks i.e. Public Sector Banks/ Private Sector Banks/ Small Financial Banks/ Payment Banks/ Foreign Banks operating in India, duly licensed by RBI & included in the RBI list of scheduled banks.

(ii) Non-Banking Entities:

Non-Banking entities incorporated in India under the Companies Act 1956/2013, and duly licensed/ authorized by Reserve Bank of India to set up, own and operate ATMs in India. Such non-banking entities are known as “White Label ATM operators” (WLAO) and such ATMs are called “White Label ATMs” (WLAs). They provide the banking services to the customers of banks in India, based on the cards (debit/credit/prepaid) issued by banks & accordingly should have established technical connectivity with the existing authorized shared ATM network operators/Card Payment Network Operators as per RBI guidelines.

Non-banking entities permitted to set up WLAs in India, who have obtained authorization from RBI under the Payment and Settlement Systems (PSS) Act 2007.

4.2 (a) Bidders as per clause 4.1 (a) shall submit a self-certified copy of the valid RBI license.

4.2 (b) Bidders as per clause 4.1 (b) shall also submit a self-certified copy/ authorization of the valid RBI license along with documentary proof of having established the required connectivity as per clause 4.1 (b) above.

4.2 (c) All bidders are required to submit a certified copy of the audited balance sheet and profit & loss account of the bank/bidder for the financial year ending 31st March 2019.

The eligible bidders as per above criteria 4.1 (a) & 4.1 (b) should submit their bids directly on their own behalf.

4.3 Bidder shall undertake that they have not been banned from Business, as on date of Tender submission as per following. The said undertaking shall be submitted on a non-judicial stamp paper of Rs. 100/- (duly notarized).
(a) DMRC/ any other metro organizations (100% owned by govt.)/Ministry of Housing & Urban Affairs/Order of Ministry of Commerce, applicable for all Ministries must not have banned/debarred business with the bidder(s)/tenderer as on the date of tender submission. The tenderer should submit undertaking to this effect in Annexure-6A of Tender Document.

(b) During last 3 years, no contract of the bidder / tenderer should have been rescinded / terminated by DMRC after its award (from the last day of the previous month of a tender submission) due to non-performance of the bidder/ tenderer. The tenderer should submit undertaking to this effect in Annexure 6A of tender document.

4.4 Bidders having existing lease/license agreement of DMRC property, will be considered ineligible to participate in the bid/tender in case of the following circumstances:

(a) If the lessee/licensee has any dues pending for more than 90 days as on the last date of submission of bids.
(b) If the lessee/licensee has failed to vacate the leased/licensed space/premises within the grace period (if provided) after completion of the tenure of the license/pre-mature termination / surrender.
(c) If the lessee/licensee failed to take over the space within due date & time.
(d) If the lessee/licensee has encroached on the common area / circulating areas or any other space which is not leased / licensed to the lessee/licensee and not vacated the area as per the notice issued to him/her/them to do so. The bidder shall submit undertaking as per relevant annexure.

4.5 If there is a misrepresentation of facts by the bidder in their bid submission, the same will be considered as “fraudulent practice” and the bid submission of such bidders will be summarily rejected and also further action shall be taken as per terms of contract or other applicable laws/rules.
CHAPTER-5

SUBMISSION & EVALUATION OF BIDS BY BIDDERS

5.1 Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the Indicative 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.

5.2 Bid Variable: The reserve price for each bare space is given in the Annexure-1 of this RFP and in BOQ. The bidders are required to quote specific bid above the reserve price given in the BOQ. This bid/offer above the reserve price shall be applicable for each and every bare space given in the BOQ, for which bid is submitted. Negative quotes vis-a-vis reserve price shall not be allowed. The bidders quoting in the negative percentage shall be disqualified and their EMD and tender cost shall be forfeited. The bidder can quote the bid/offer in rupees only. License fee and IFSD shall be increased & escalated by 20% on compounding basis after completion of every 3 (three) years of license period.

5.3 Bid Security/EMD:
Bidders have to deposit & pay, along with their Bid, refundable bid security (EMD) as prescribed in Annexure-1 of the tender document. Payment of bid security is to be made only by RTGS, NEFT and IMPS for credit to the designated account of ‘Delhi Metro Rail Corporation Ltd’ as detailed in clause no. 2.6 of this RFP. No other mode of payment will be accepted. The bid offer shall be valid for a period not less than One Hundred Eighty (180) days from bid due date. The bid security of the selected Bidder shall be adjusted against the Interest Free Security Deposit due as per the License Agreement. The bid security of unsuccessful bidders shall be refunded after award of License, without considering any interest thereof. The Bid shall be summarily rejected if it is not accompanied by a valid Bid Security. If the bidder withdraws their bid at any stage, their Bid Security amount shall be forfeited by DMRC.

5.4 The Bidder should submit a Power of Attorney as per the format at Annexure-4, authorizing the signatory of the Bid to commit the Bidder.

5.5 The Bid and all communications in relation to the Bidding Documents and the Bid shall be made in English language.

5.6 The bid documents including this RFP and all attached documents, provided by DMRC 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 and submission of their Bid. The provisions of this Clause shall also apply mutatis mutandis to Bids and all other documents submitted by the Bidders, and DMRC shall not return to the Bidders any Bid, document or any information provided along therewith.

5.7 The bid shall be submitted by a bidder in two parts under a single stage comprising of Technical Bid and Financial Bid. The Technical Bid shall include the details for fulfilling Eligibility criteria as laid down in this document. The Financial Bid shall include the financial offer of the Bidder in the manner prescribed in this document. Both the Technical Bid and Financial Bid shall be submitted by the Bidder on the same date as mentioned in the Tender Document. The offer of Bidder, who does not fulfil the Eligibility criteria, shall be summarily rejected. The Bidder shall enclose with their Bid an undertaking stating that all the necessary supporting documents, including audited accounts and financial statements, certificate(s) from its statutory auditors have been provided.

Technical Bid:
The Bidder shall on or before the date and time given in the Notice Inviting Tender, upload their bid on e-Tendering portal https://eprocure.gov.in/eprocure/app. The Bidder shall ensure that a receipt is obtained for the submission of their Tender. Such receipt is being issued free of charge. The Bidder shall upload scanned copies of, subject to maximum of, following documents in Technical Bid:

a.) Tender Document Cost deposit slip.
b.) Bid Security submission slip.
c.) Annexure-2 (On Official letterhead of the Bidder).
d.) Annexure-3-General information of the bidder.
e.) Annexure-4-Power of attorney.
f.) Certified copies of Memorandum and Articles of Association in case of companies or bodies corporate.
g.) Self attested copies of the PAN Card and GST Registration Certificate. In case any or all of the provisions mentioned above are not applicable, the Bidder should give a declaration to that effect. Non submission will not be considered as exemption.
h.) Copies of (duly audited and certified by its statutory auditor of the firm) Profit and Loss Account/Balance Sheet along with Annual Report in case of a company as per the companies Act.
i.) Copy of the complete Tender Document including Draft License Agreement (Annexure-13) and Addendum/ Corrigendum (if any) along with pre/bid replies, duly signed and stamped on each page by authorized representative of the Bidder as a token of acceptance of terms and conditions set out therein.
j.) In addition, a declaration by the bidders, as per Annexure -08, must be submitted stating that the Tender document has been downloaded from official website of e-Tendering portal https://eprocure.gov.in/eprocure/app and no changes, whatsoever, have been made by the bidder. Bids received without the declaration are also liable to be rejected at any stage.
k.) Annexure 6A- Undertaking for not being banned from business and annexure-6 & annexure-7.
l.) Annexure 09 will be submitted as per format for refund of tender security/EMD.
m.) Annexure-10 will be submitted for outstanding dues in old License Agreement in DMRC.

n.) Annexure-11 will be submitted for details of other license agreement in DMRC.

o.) Annexure-12 list of banned usage.

p.) Annexure-13 Draft License Agreement.

q.) Certified copy of RBI license and other documents as per clause 4.2(a) & 4.2(b) of this RFP.

r.) In case, any or all of the provisions mentioned above are not applicable, the bidder should give a NIL statement/declaration to that effect. Non submission will not be considered as exemption.

Financial Bid:
The financial bid shall be filled in the Bill of Quantity (BOQ) format available on https://eprocure.gov.in/eprocure/app. The bidder has to quote specific bid for each ATM site required above the reserve price given in the BOQ as per details/guidelines specified in clause 5.2 (Bid Variable) of this RFP.

5.8 The Bidder shall not have a Conflict of Interest that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. A Bidder shall be deemed to have a Conflict of Interest affecting Bidding Process if a constituent of such Bidder is also a constituent of another Bidder.

5.9 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.

5.10 Space visit and verification of information: Bidders are advised to submit their respective Bids after visiting DMRC Space and ascertaining themselves the conditions, traffic, location, surroundings, climate, availability of power, drainage and other utilities, access to station/ space, handling and storage of materials, weather data, applicable laws and regulations and any other matter considered relevant by them. DMRC shall provide necessary permission and assistance to the prospective Bidders in this regard.

5.11 It shall be deemed that by submitting 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 document;
(d) satisfied itself about all matters, things and information hereinabove necessary and required for submitting an informed Bid, 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) acknowledged that it does not have a Conflict of Interest; and

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

5.12 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 RFP or the Bidding Process, including any error or mistake therein or in any information or data given by DMRC.

5.13 Verification and Disqualification: DMRC reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP or 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.

5.14 Amendment/s in Tender Document

(a) At any time prior to the Due Date for submission of bid, DMRC may, for any reason, modify the RFP by the issuance of Addenda/ Corrigenda.

(b) Any Addendum/ Corrigendum issued hereunder shall be uploaded on DMRC website as well as on https://eprocure.gov.in/eprocure/app. The Bidders are required to frequently visit the website/portal until the due time of submission of Bid for such Addendum/ Corrigendum.

(c) 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 Bid submission Due Date.

5.15 Preparation and Submission of Bids

a) Format and Signing of Bid: The Bidder shall provide all the information sought under this Tender Document as per the format/s.

b) The Bid and its copy shall be typed or written in indelible ink and signed by the authorised signatory of the Bidder who shall also initial each page, in blue ink. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialled by the person(s) signing the Bid.

c) The Bidders who have downloaded the Tender Document, should carefully note the following instructions:

 i. The Bidders should ensure that the complete Tender Document has been downloaded.

 ii. The printout of Tender 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.
iii. The downloaded tender documents should have tamper proof binding. Loose/ spiral bound tender documents shall be rejected out-rightly.

iv. In case of any correction/addition/alteration/omission in the tender document observed at any stage, the bid shall be treated as non-responsive and shall be rejected out-rightly.

5.16 Uploading of Application: Bidder shall upload the Application in the formats specified in Annexure together with the documents specified above.

5.17 All correspondence shall be address to:

Sr. Dy. General Manager/Property Business,
3rd Floor, ‘A’ Wing, Metro Bhawan,
Fire Bridge Lane, Barakhamba Road,
New Delhi-110 001

5.18 Bid documents submitted by fax, telex, telegram, mail or e-mail shall not be entertained and shall be summarily rejected. Bid documents received after the due date shall be summarily rejected. Applications received without due bid security amount & tender cost shall be summarily rejected.

5.19 Bid Submission Date: The Bid should be uploaded before due date and time as detailed in this Tender document. Any bid application received after due date and time as prescribed in Tender document shall be summarily rejected.

5.20 DMRC shall open the technical bids on the due date of bid submission, at the place & time specified in this document and in the presence of the Bidders who choose to attend. DMRC will subsequently examine and evaluate the technical bids in accordance with the Eligibility Criteria set out in this Tender document.

5.21 The Financial Bid shall be opened on a subsequent date after evaluation of Technical eligibility. Financial Bids of only those Bidders, whose submissions are found to fulfil the eligibility criteria as stipulated in Chapter-4 of RFP, shall be opened. The offer of Bidder, who does not fulfil the Eligibility criteria, shall be summarily rejected. The time of opening of Financial Bid shall be informed separately to the eligible Bidders and eligible Bidders can be present to witness the opening of the Financial Bid.

5.22 To facilitate evaluation of Bids, DMRC may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid.

5.23 Evaluation of Bid: The evaluation and assessment for the selection of the Bidder shall be based on the Bid Variable i.e. the bid/offer above reserve price per square meter per month quoted by the Bidder. The Technically Eligible Bidder, quoting the highest bid/offer above reserve price of License fee per sqm/month, shall be the highest Bidder whose offer shall be evaluated and assessed by DMRC. In case the bids of two or more bidders are equal and are the highest bid for one or more sites, then the
bidder having the highest turnover in last financial year i.e. 2018-19 will be selected for awarding of the license.

5.24 After evaluation of Bids, Letter of Acceptance (the “LOA”) shall be issued, in duplicate, by DMRC to the successful Bidder and the Selected Bidder/licensee shall, within 7 (seven) days of the date of issue of the LOA, sign with stamp and return the duplicate copy of the LOA as token of unconditional acceptance and acknowledgement thereof. In the event the duplicate copy of the LOA duly signed & stamped by the Selected Bidder is not received by the stipulated date, DMRC may, unless it consents to extension of time for submission thereof, cancel & withdraw the LOA & forfeit appropriate the Bid Security & any other payments made to DMRC by such Bidder as Damages on account of failure of the Selected Bidder to unconditionally accept the terms of LOA.

5.25 **Refund of EMD/Tender Security for unsuccessful bidders**: Bidders are required to submit Annexure-09 for refund of EMD/Tender Security, if the same has been submitted in the form of Demand Draft / Banker’s Cheque or by RTGS/NEFT/IMPS.

5.26 Successful Bidder is required to deposit Interest Free Security Deposit/Upfront amount/Any other required amount within stipulated time period as mentioned in LOA i.e. within 30 (thirty) days of date of issuance of LOA. In case successful bidder fails to submit the same as advised in the LOA within 30 (thirty) days time period, same can also be submitted with interest for the delayed period as detailed below:

<table>
<thead>
<tr>
<th>Days from issuance of LOA</th>
<th>Rate of Penal Interest</th>
</tr>
</thead>
<tbody>
<tr>
<td>Up to 30 days (excluding the date of issue of LOA)</td>
<td>NIL</td>
</tr>
<tr>
<td>Delay up to 15 days</td>
<td>@18% per annum + GST</td>
</tr>
<tr>
<td>Delay beyond 15 days</td>
<td>@ 24% per annum + GST</td>
</tr>
</tbody>
</table>

Such interest shall be charged for the entire period from the date of issue of LOA. The aforementioned interest is excluding GST and shall be charged on the balance amount remaining unpaid as per the LOA. The amount against penal surcharge shall be paid through RTGS, NEFT or IMPS/DD/PO.

5.27 In case the LOA payments are not made even within expiry of time period as mentioned above in Para 5.26 and in the Letter of Acceptance (LOA) i.e. if the LOA payments are not made even up to the extended time period i.e. up to 60th day from date of issuance of LOA, the LOA shall stand cancelled and amount of bid security & any other payments made to DMRC shall stand forfeited in favour of DMRC. The bidder voluntarily and unequivocally agrees not to seek any claim, compensation, damages or any other consideration, whatsoever on this account.

5.28 After acknowledgement of the LOA and payment of dues as mentioned above, the Selected Bidder shall execute the License Agreement within the stipulated period prescribed in Tender Document i.e. within 30 (thirty) days of making full LOA payment. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the format of License Agreement.
5.29 Notwithstanding anything contained in this Tender Document, DMRC reserves the right to accept or reject any Bid offer and to annul the Bidding Process and reject all Bid offers, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reason therefore. In the event that DMRC rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

5.30 Registration of License Agreement:
The registration of License Agreements shall be done within 30 days of signing of agreement by the licensee (registration fees, stamp duty etc. to be fully borne by the licensee) and the duly registered documents to be submitted to DMRC for records. Any amendment in the contract agreement, if required to be registered, shall also be registered within 30 days from the date of amendment and duly registered documents shall be submitted to DMRC for record. In case the registration of the license agreement is not done within the 30 days of signing of license agreement, it shall be treated as ‘Material Breach of Contract’. In case licensee fails to remedy the default to the satisfaction of DMRC within the cure period of 30 days, DMRC may terminate the license agreement after the expiry of the cure period duly forfeiting the Security Deposit and any other amount paid by the licensee.

5.31 Bid Security shall be refunded to the unsuccessful bidders within 90 days of finalization of tender.

5.32 Notwithstanding anything contained in this Bid document, DMRC reserves the right to accept or reject any Bid offer and to annul the Bidding Process and reject all Bid offers, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reason therefore. In the event that DMRC rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

5.33 Confidentiality:
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.
CHAPTER-6

INSTRUCTIONS FOR ONLINE BID SUBMISSION

6.1 General
The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: https://eprocure.gov.in/eprocure/app.

6.2 REGISTRATION

a) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: https://eprocure.gov.in/eprocure/app) by clicking on the link “Online bidder Enrollment” on the CPP Portal which is free of charge.

b) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.

c) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.

d) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.

e) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.

f) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

6.3 SEARCHING FOR TENDER DOCUMENTS

a) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.

b) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to
intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

c) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

6.4 PREPARATION OF BIDS

a) Bidder should take into account any Corrigendum / Addendum published on the tender document before submitting their bids.

b) Bidders are advised to go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

c) Bidder, in advance, should get ready the bid documents to be uploaded as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

d) Bidder should prepare and submit the tender document cost & EMD/bid security as per the instructions specified in the tender document by online mode only i.e. RTGS/NEFT/IMPS. The tender document cost & EMD/Bid Security shall be submitted latest by the last date of bid submission or specified in the tender documents. The details of the RTGS/NEFT/IMPS should be uploaded along with the bid before the last date of bid submission. Otherwise, the uploaded bid will be rejected.

e) To avoid the time and effort required in uploading the same set of standard documents which are required to be uploaded as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “’Other Important Documents’ area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

6.5 SUBMISSION OF TENDER/BIDS

a) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

b) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

c) Bidder has to select the payment option as “online” to pay the tender fee / EMD as applicable and enter details of payment.

d) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download
the BOQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.

e) The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

g) All the documents being uploaded by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys.

h) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

i) Upon the successful and timely submission of bids (i.e. after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

j) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

6.6 ASISTANCE TO BIDDERS

i) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

ii) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

iii) For any Technical queries related to Operation of the Central Public Procurement Portal Contact at:
    Mobile Numbers: 91 7878007972, 91 7878007973, 91 7574889871, 91 7574889874, 91 8826246593 Tel: The 24 x 7 Toll Free Telephonic Help Desk Number 1800 3070 2232. Other Tel: 0120-4200462, 0120-4001002. E-Mail: cppp-nic@nic.in
6.7 **Late Bids:** Tenders have to be uploaded on e-Tendering portal [https://eprocure.gov.in/eprocure/app](https://eprocure.gov.in/eprocure/app) before the due date and time of Tender submission. DMRC will not be responsible for any delay, internet connection failure or any error in uploading the Tender submission. The Bidder are advised to upload their submissions well before the due date and time of Tender submission to avoid any problems and last minute rush. The DMRC may, at their discretion, extend the deadline for submission of Tenders by issuing an amendment, in which case all rights and obligations of DMRC and the Bidder previously subject to the original deadline will thereafter be subject to the deadline as extended.

6.8 **Modification, Substitution and Withdrawal of Tenders:**

A Bidder may withdraw, substitute, or modify their tender after it has been submitted. No Tender may be withdrawn, substituted, or modified in the interval between the deadline for submission of Tenders and the expiration of the period of Tender validity specified by the Bidder on the Letter of Tender or any extension thereof. Withdrawal of Tender during the specified period shall result in forfeiture of Tender security.

6.9 **Tender Opening:** The Tenders shall be opened online by the opening committee on due date and time of Tender opening. The Tender security will be checked and details will be read out for the information of representative of Bidder. Technical package of those Bidders who have not submitted Tender security shall not be opened. Tender which is accompanied by an unacceptable or fraudulent Tender Security shall be considered as non-compliant and rejected. The Technical Package of all the Bidder shall be opened in the presence of Bidder or their representatives who choose to attend on date & time as mentioned in Tender document in the office Sr. Dy. GM / Property Business, DMRC, 3rd floor, A-Wing, Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi – 110001. If such nominated date for opening of Tender is subsequently declared as a Public Holiday by the DMRC, the next official working day shall be deemed as the date of opening of Technical Package. The Tender of any Bidder who has not complied with one or more of the foregoing instructions may not be considered. The details will be read out for the information of representative of Bidder, present at the time of opening of Tender. On opening of the Tender, it will be checked if they contain Pre-Qualification, Technical & Financial Packages. Pre-Qualification & Technical packages of the Bidder not containing financial package shall not be opened. DMRC shall prepare a record of opening of the Pre-Qualification, Technical & Financial Packages, which shall include the name of bidder and whether there is a withdrawal, substitution or modification; alternative proposals, and presence or absence of a Tender security. The Bidder representatives who are present shall be requested to sign the record. The omission of a bidder’s signature on the record shall not invalidate the contents and effect of the record. The Bidder name, details of the Tender security and such other details as the DMRC, at their discretion, may consider appropriate will be announced at the time of Tender opening. The sealed financial package will be opened on a subsequent date after evaluation of technical packages. Financial packages of only those Bidders whose submissions are found substantially responsive and technically compliant will be opened. The time of opening of financial package shall only be informed separately to the Bidders who have qualified during Pre-Qualification and Technical evaluation stages and Bidder can be present to witness opening of Financial Package.
6.10 Evaluation of Financial Proposals:
DMRC shall open Financial Package of all the Bidders who have satisfied/qualified the Pre-Eligibility (financial & technical) criteria and have submitted substantially responsive Technical Tenders, in the presence of Bidder’s representatives who choose to attend at the address, date and time informed / specified by DMRC. The financial bids of the bidders shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the Tender Price(s), and any other details as DMRC may consider appropriate. Only Financial Package read out and recorded during the opening of Price Tenders shall be considered for evaluation. No Tender shall be rejected at the opening of Price Tenders. The Bidder’s representatives who are present shall be requested to sign the record. The omission of a Bidder’s signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidder. If in case the quoted highest bids of two or more Bidders are equal then the bidder having highest gross turnover in the last financial year i.e. 2018-19 shall be selected.

6.11 Correction of Errors:
Tenders determined to be substantially responsive will be checked by DMRC for any arithmetical errors in computation and summation during financial evaluation. Errors will be corrected as follows:

a.) Where there is a discrepancy between amounts in figures and in words, the amount in words will govern, unless the amount expressed in words is related to an arithmetical error, in which case the amount in figures shall prevail;

b.) Where there is a discrepancy between the unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will normally govern unless in the opinion of DMRC there is an obviously gross misplacement of the decimal point in the unit price, in which event, the total amount as quoted will govern; and

c.) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.

If a Bidder does not accept the correction of errors as outlined above, their Tender will be rejected and the Tender security forfeited. The Bidder are required to download the addendum, post bid queries etc. from e-Tendering portal https://eprocure.gov.in/eprocure/app.

6.12 Amendment to Tender Documents:
During the tender period, DMRC may issue further instructions to Bidder or any modifications to existing Tender documents in the form of an addendum. Such amendment/corrigendum in the form of an addendum / corrigendum will be uploaded on the e-Tendering portal addendum/corrigendum will be uploaded on the e-Tendering portal https://eprocure.gov.in/eprocure/app within the date given in NIT which shall be available for all the prospective Bidder who have purchased the Tender document in the Tender period.
CHAPTER-7

MISCELLANEOUS

7.1 The Bidding 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 Bidding Process. During the bidding 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 selected bidder and DMRC shall be settled as per the Dispute Resolution procedure elaborated in the Indicative License Agreement after signing the License Agreement. The courts at Delhi shall have the sole & exclusive jurisdiction to try all the cases arising out of this License agreement.

7.2 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 Bidding Process and/or amend and/or supplement the Bidding 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.

7.3 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 Bidding 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.

7.4 The RFP and License Agreement are to be taken as mutually explanatory and, unless otherwise expressly provided elsewhere in this RFP, in the event of any conflict between them, the priority shall be in the following order:

(a) License Agreement

(b) RFP Document;

i.e. the License Agreement shall prevail over RFP Document.
7.5 The Bidders who have downloaded the Bid Document from the DMRC’s website, should carefully note the following instructions:

(a) The Bidders should ensure that the complete Bid Document has been downloaded.

(b) 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.

(c) 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.
CHAPTER 8

FRAUD AND CORRUPT PRACTICES

8.1 Bidders and their respective officers, employees, agents and advisers shall observe highest standard of ethics during Bidding Process and subsequent to issue of LOA and during subsistence of License Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the License Agreement, DMRC may reject a Bid, withdraw the LOA, or terminate the License Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Licensee, as the case may be, if it determines that the Bidder or Licensee, as the case may be, has directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, DMRC shall be entitled to forfeit & appropriate Bid Security, Interest Free Security Deposit / Performance Security and advance License Fee received as the case may be, as Damages, without prejudice to any other right or remedy available to DMRC under Bidding Documents and/ or License Agreement, or otherwise.

8.2 Without prejudice to the rights of DMRC and the rights and remedies which DMRC may have under the LOA or the License Agreement, or otherwise if a Bidder or Licensee, as the case may be, is found by DMRC to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the License Agreement, such Bidder or Licensee shall not be eligible to participate in any tender or RFP issued by DMRC during a period of 2 (two) years from the date such Bidder is found by DMRC to have engaged, directly or indirectly, in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

8.3 For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:

(a) “Corrupt practice” means offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence actions of any person connected with Bidding Process.
(b) “Fraudulent practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
(c) “Coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
(d) “Undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by DMRC with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
(e) “Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.
8.4 DMRC reserves the right to reject any Bid and appropriate the Bid Security if:
   (a) at any time, a material misrepresentation is made or uncovered, or
   (b) the Bidder does not provide, within the time specified by DMRC, the
       supplemental information sought by DMRC for evaluation of the Bid.
       Such misrepresentation/ improper response shall lead to the disqualification
       of the Bidder.

8.5 In case it is found during the evaluation or at any time before signing of the
   License Agreement or after its execution and during the period of subsistence
   thereof, including the License thereby granted by DMRC, that one or more of
   the Eligibility criteria have not been met by the Bidder, or the Bidder has made
   material misrepresentation or has given any materially incorrect or false
   information, the Bidder shall be disqualified forthwith if not yet appointed as the
   Licensee either by issue of the LOA or entering into of the License Agreement,
   and if the Selected Bidder has already been issued the LOA or has entered into
   the License Agreement, as the case may be, the same shall, notwithstanding
   anything to the contrary contained therein or in this RFP, be liable to be
   terminated, by a communication in writing by DMRC to the Selected Bidder or
   the Licensee, as the case may be, without DMRC being liable in any manner
   whatsoever to the Selected Bidder or Licensee. In such an event, DMRC shall be
   entitled to forfeit and appropriate the Bid Security and Interest Free Security
   Deposit / Performance Security and advance License fee received if any, as the
   case may be, as Damages, without prejudice to any other right or remedy that
   may be available to DMRC under the Bidding Documents and/ or the License
   Agreement, or otherwise.
CHAPTER 9

DEFINITIONS

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

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

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

d. “Bidder” means an entity as per clause 2.1 of the NIT and as per clause 4.1 of the RFP.

e. “As is where is basis” means DMRC shall license & provide the bare spaces as per annexure -1 of this tender document on “as is where is basis”. Successful bidder shall not make any additions or alterations in the licensed space, installations / utilities including electric installations, wiring and water, sanitary pipeline (if any) without the prior permission of DMRC in writing and when permitted by the DMRC the said additions and alterations shall be carried out by the successful bidder at their own cost. They shall not be entitled to any compensation for any additions carried out by them in the licensed Bare Spaces rather successful bidder shall be required to hand over the licensed Bare Spaces in original condition at the end of license period.

f. “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 in response to the Bid Notice in accordance with the provisions thereof.

g. “Bidder” is the Bidder who is fulfilling the criteria laid down in Tender Document.

h. “Bid Security” means the refundable interest free amount to be submitted by the bidders along with tender document to DMRC.

i. “Bare Spaces” means Bare Spaces namely the specified area in 8 schedules at Annexure-1 of Tender Document for commercial development on license basis offered by DMRC to the licensee under and in accordance with this License Agreement.

j. “Commencement Date or Handover Date” means the date on which vacant Bare Spaces is handed over by DMRC to the licensee, in accordance with the terms of this agreement.
k. “License” means the licensing rights granted by DMRC to the selected bidder for commercial activity as permitted in the tender document/license agreement (excluding banned list of usage of premises).

l. “Licensee” means the selected bidder, who has executed the license agreement with DMRC pursuant to bidding process for carrying out commercial activities as permitted in the tender document/license agreement (excluding banned list of usage of premises).

m. “License Fee” means the amount payable by the licensee to DMRC as per rates offered by the selected bidder for its commercial utilization and accepted by DMRC for Bare Spaces to be paid by the Licensee along with other DMRC charges and any kind of Central or State Taxes, local levies, GST, statutory dues, etc. that may be payable by the licensee as per prevalent law.

n. “Sub Licensee” means all person/agency with whom Licensee has executed sub-license agreement as per terms and conditions of license agreement executed between DMRC and the Licensee, for commercial utilization of the Bare Spaces.

o. “DMRC” means Delhi Metro Rail Corporation Limited, A joint venture of Govt. of India and Govt. of National Capital Territory of Delhi incorporated under the Companies Act, 1956.

p. “Interest Free Security Deposit/ Performance Guarantee” 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.

q. “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.

r. “Selected Bidder” means the bidder who has been selected by DMRC, pursuant to the bidding process for award of license.

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

t. “Permits” shall mean and include all applicable statutory, environmental or regulatory licenses, authorization, permits, consents, approvals, registrations and franchises from concerned authorities.

u. "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.

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

w. “Termination Date” means the end of the License period or date of sooner determination of the License period in accordance with the terms of this Agreement whichever is earlier.
x. “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 on 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.
Bid for Licensing of Bare Space/s to operate a banking retail outlet/s by placement of ATM at 64 Metro Stations on All operational lines throughout DMRC network

(Annexures to RFP)

Name and address of the Bidder to whom issued:

.................................................................

.................................................................

.................................................................

.................................................................

.................................................................

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

Issued by.........................
### Detail of spaces for licensing to operate a banking outlet by placement of an ATM

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<tr>
<th>Sr. No.</th>
<th>Name of Metro Station/Site</th>
<th>Line</th>
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**Note-1:** Area indicated above is approximate. Actual area measured at the time of handing over shall be final. If there is any variation in the area, the license fee and other dues shall be charged for actual area handed over subject to minimum of 04 sqm per ATM.

**Note-2:** The bare space/s offered on license basis is available on ‘as is where is basis’. The bare space/s can be utilized to operate a banking retail outlet/s by placement of ATM.

**Note-3:** All the ATM sites have standard area of 04 sqm. In order to ease the fabrication/refurbish of ATM sites, a standard design of ATM has been made and indicated in Annexure-9. However, licensee is at liberty to either install stand alone ATM machine/s or Porta Cabin, but, in case licensee uses less than 4 sqm area, then licensee shall be charged 4 sqm and in case licensee uses more than 4 sqm area then actual area shall be charged.

**Note-4:** Bidders who propose to download and use this Bid document are required to collect the Site plan for the above bare space/s from the office of the Sr.DGM/PB, DMRC Ltd, 3rd Floor, A-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 plans are to be duly signed and submitted along with the Bid.
Letter Comprising the RFP Bid
(On Official letterhead of the Bidder)

No: DMRC/OP/PB/ATM//2020

General Manager/Property Business,
3rd Floor, A Wing, Metro Bhawan,
Fire Bridge Lane, Barakhamba Road,
New Delhi-110 001

Dated: ______________

Sub: Bid for Licensing of Bare Space/s to operate a banking retail outlet/s by placement of ATM at 64 Metro Stations on all operational Lines throughout DMRC network.

With reference to above subject, I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for the aforesaid licensing of Bare Space/s to operate a banking retail outlet/s by placement of ATM on License Fee basis at ____________________ metro premise. 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 Bidding Documents, 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 RFP 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 RFP document, in respect of any Bid or request for proposal issued 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 RFP, 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 me/us along with the application in response to the RFP for the above subject were true and correct as on the date of making the RFP 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 RFP 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 my/ our being declared as the Selected Bidder, I/we agree to enter into a License Agreement in accordance with the draft that has been provided to me/us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.

8. I/ We have studied all the Bidding Documents carefully and also surveyed the DMRC Space. 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 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.

10. The financial offer has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, draft License Agreement, addenda/corrigenda, our own estimates of costs and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of the project.

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

12. 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.
13. I/ We shall keep this offer valid for 180 (one hundred and eighty) days from the Bid Due Date specified in the RFP.

14. I/ We hereby submit bid documents i.e. RFP documents 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 RFP document from DMRC’s website)

I/We declare that the submitted RFP documents are same as available on DMRC’s website. I/We have not made any modification / corrections / additions etc. in the RFP Documents. I/We have checked that no page is missing and all pages are legible and indelible. I/ We have properly bound the RFP Documents. In case at any stage, it is found that there is any difference in the downloaded RFP Documents from the original RFP 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 RFP document.

Yours

(Signature, name and designation of the Authorised signatory)

Name and seal of Bidder

Date:

Place:
Annexure-3

General Information of the Bidder

1. (a) Name : .................................
   (b) Country of incorporation : .................................
   Address of the corporate headquarters : .................................
   (c) 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 Bank:
   (a) Name : .................................
   (b) Designation : .................................
   (c) Company : .................................
   (d) Address : .................................
   (e) Telephone Number : .................................
   (f) Fax Number : .................................
   (g) E-Mail Address : .................................
   (h) PAN No. and TAN No. : .................................

Signed

(Name of the Authorized Signatory)

For and on behalf of

(Name of the Bidder)

Designation

Place:

Date:
Annexure-4

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

Accepted

_______________________ (signature)

(Name, Title and Address) of the Attorney

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 48 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.
Financial Bid

Name of the Bid: Licensing of bare spaces to operate banking retail outlet/s by placement of 64 ATMs in DMRC premises.

Period of License: Six (06) years with a Lock in period of two (02) years.

The financial bid is need to be filled in the Bill of Quantity (BOQ) format available on https://eprocure.gov.in/eprocure/app
Affidavit

(To be given by the Bidder on Stamp Paper of Rs. 100, duly notarized)

I, ……………………….. S/o   ………………………….……….., resident of ...................
…………………………………………………………… the ...................(insert designation) of
the ...................(insert name of the firm), do solemnly affirm and state as follows :

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

2. I say that I have submitted information with respect to our eligibility for Delhi Metro Rail Corporation’s (hereinafter referred to as “DMRC”) Tender Document for Licensing of bare spaces to operate banking retail outlet/s by placement of 64 ATMs in DMRC premises 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 Tender Document shall entitle us to be disqualified from the Tendering process for the said project. The costs and risks for such disqualification shall be entirely borne by us.

6. I state that all the terms and conditions of the Tender 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.........................,2020.

DEPONENT
UNDEARTAKING FOR NOT BEING BANNED FROM BUSINESS
(On Non-Judicial Stamp Paper of Rs. 100/-, Duly Notarized)

We do hereby undertake & confirm that DMRC/any other Metro Organisation (100% owned by govt.)/Ministry of Housing & Urban Affairs/Order of Ministry of Commerce, applicable for all Ministries have not banned/debarred business with us as on the date of tender submission.

Also any work executed by us has not been rescinded/ terminated by DMRC after award of contract to us during last 3 years (from the last day of the previous month of a tender submission) due to non-performance.

In case at a later date the undertaking is found to be false or incorrect, DMRC shall have the right to cancel the allotment/license and forfeit all payments made by the licensee including the interest free security deposit after adjustment of all dues payable by the licensee.

STAMP & SIGNATURE OF AUTHORISED SIGNATORY
(On Rs. 100/- stamp paper duly notarized.)

UNDERTAKING FOR RESPONSIBILITY (FOR BIDDER)

_______________________________ as a bidder for and on behalf of ____________________________, (complete name with address) jointly & severely undertake the responsibility in regards to the license agreement with DMRC in respect of licensing of bare space/s to operate a banking retail outlet/s by placement of an ATM in DMRC premises.

1. That, I/we solely undertake that I/we ____________ (Name of the bidder) shall conduct all transaction/ correspondence and any other activity in connection with License agreement pertaining to Licensed space at ____________ metro station with DMRC.

2. That, I/we are solely or severely responsible for all commitments/liabilities/dues etc. to DMRC Ltd. in respect of this allotment of licensing of bare space/s to operate a banking retail outlet/s by placement of an ATM in DMRC premises _________________ metro station/s.

(Bidders to sign on undertaking)
Undertaking For Downloaded Tender Document

We here by confirm that, we have downloaded / read the complete set of Tender documents /addendum/clarifications along with the set of enclosures hosted on e-Tendering portal [https://eprocure.gov.in/eprocure/app]. We confirm that we have gone through the bid documents, addendums and clarifications for this work placed upto the date of opening of bids on the e-Tendering portal [https://eprocure.gov.in/eprocure/app]. We confirm our unconditional acceptance for the same and have considered for these in the submission of our financial bid. We/I hereby give our acceptance to all the terms and conditions of the bid document as well as the draft licensee agreement.

Company Name _____________________________
Name______________________________________
Signature___________________ Date: ___________
Postal Address __________________
E-Mail ID __________________________________
Phone ___________________ FAX ______________

Company Seal:
Annexure-9

**Details of Bank Account for refund of Tender Security/EMD**

(Applicable if EMD/Tender Security deposited through Demand Draft/Banker’s Cheque/RTGS/NEFT/IMPS)

1. Name of the Firm/Bidder:
2. Complete Address:
3. Name of the Bank:
4. Branch:
5. Address of the Bank Branch:
6. Name of the Account Holder in Bank:
7. Account Type:
8. Account Number:
9. IFS Code of the Bank Branch:
10. Whether a copy of cancelled cheque of the Bidder / Firm submitted: Yes or No (Please tick). A Copy of the cancelled cheque to be enclosed.

Signature of the authorized person of the bidder with seal and date

Notes:—

a) EMD/Tender Security will be refunded through NEFT/RTGS/IMPS/DD/Banker’s cheque/ any other mode of payment, in the name of firm and bank account mentioned in this annexure, which shall be of same firm and account through which EMD/Tender Security has been paid to DMRC.

b) EMD/Tender Security shall be paid in compliance with RFP.
Annexure – 10

(Unertaking for Dues in other contracts)
(To be submitted by bidder)

We, _____________________________, hereby undertake that we have following lease / license / concession agreement of DMRC property (ies) (as on the date of submission of this tender).

<table>
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<tr>
<th>S. No.</th>
<th>Lease/Contract Agreement No.</th>
<th>Date of Start</th>
<th>Date of Completion</th>
<th>Due date of Payment of last pending invoice</th>
<th>Remarks</th>
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1.0 It is certified that no dues are pending on our account for more than 90 days in any of the above agreement(s).

Note: During evaluation if it is found that incorrect information has been furnished by us for any DMRC property, we undertake that our submission will be considered ineligible and summarily rejected.

Signature of Authorized /signatory of Bidder
Annexure – 11

(Undertaking for Contract/s with DMRC)
(To be submitted by bidder)

We, ______________________, hereby undertake that we have following lease/license/concession agreement of DMRC property (ies) (as on last date of submission of this tender).

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<th>S.No.</th>
<th>Lease/Contract Agreement No.</th>
<th>Date of Start</th>
<th>Date of Completion</th>
<th>Date of taking over of leased / licensed space / premises</th>
<th>Date of handing over (vacate) of leased / licensed space / premises</th>
<th>If provision of moratorium period, the date of end of moratorium period</th>
<th>Date on which Escrow account opened &amp; Account No.</th>
<th>Remarks</th>
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</table>

a.  It is certified that we have vacated the leased / licensed space / premises within the grace period (if provided) after completion of the tenure of the license / premature terminated / surrender.

b.  It is certified that we have taken over the space / premises leased / licensed to us, within due date & time.

c.  It is certified that we have not encroached on the common areas / circulating areas or any other space which is not leased / licensed to us.

d.  It is certified that we, having lease / license agreement(s) of DMRC in which there is a provision of opening of Escrow account, have opened the Escrow account / will open escrow account before the end of moratorium period and ensuring that sub lessee make all the payments whatsoever through escrow account and remitting all DMRC dues through said Escrow account.

Note: During evaluation if it is found that incorrect information has been furnished by us for any DMRC property, we undertake that our submission will be considered ineligible and summarily rejected.

- Strike over which is not applicable.

Signature & Seal of of Authorized signatory of Bidder
LIST OF USAGES BANNED/ NEGATIVE LIST

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

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

3. Shops/Outlets Exclusively selling liquor, alcohol based beverages/drinks are not permitted.

4. Sale of tobacco and tobacco products.

5. Coal based cooking strictly prohibited. However, provision of Gas Bank/ PNG is subject to availability and technical feasibility.

6. Advertisement at any location and in any format.

7. Banqueting and similar activities.

8. **Note:** Bidders to note that the allotted bare space is to be exclusively used for installation and operation of an ATM only.
CHAPTER 1

(Draft License Agreement)

Contract for Licensing of Bare Space/s to operate a banking retail outlet/s by placement of ATM at 64 Metro Stations on all operational lines throughout DMRC network.

Name and address of the Bidder to whom issued:

.................................................................

.................................................................

.................................................................

.................................................................

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

Issued by.............................
Draft License Agreement

License Agreement No. ________________________________

This License Agreement entered into at New Delhi on the______ day of _________________ 2020 by and between Delhi Metro Rail Corporation Limited, (DMRC) incorporated under the companies act 1956, having its Corporate Office at Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi – 110001, hereinafter referred to as the ‘DMRC/Licenser’ (which expression shall unless be repugnant to the extent mean and include it’s successors and assigns) of the First Party
M/s ____________________________________, a Banking Company/ Non Banking Financial Company/ institution incorporated under the _____________________ Act, and having its Corporate office at _____________________________________________ and Branch/Zonal office at _____________________________________________ hereinafter called ‘Licensee’ which expression shall unless repugnant to the context or meaning thereof include the successors and assigns of the Second Party

Whereas

(a) DMRC with a view to part Finance and operate its project through Property Business has invited e-bid quotations for licensing of bare space to operate a banking retail outlet/s by placement of 64 ATM only at ________________________ Metro Premise/s, hereinafter referred to as ‘premises’/site/s’.

(b) DMRC has agreed to provide the Licensee a portion of its premises admeasuring approximately _______ sqm. super area at the location demarcated as _______________ as mentioned in Annexure-1 of the License Agreement, to operate a retail banking outlet by placement of an ATM/s only and in the plan attached as Annexure-VI of the License Agreement, on the terms and conditions hereunder contained.

(c) Licensee shall use, develop, manage, operate, maintain & vacate the Licensed Space licensed to them 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:

1. The several documents forming this Agreement are to be read as mutually supplementary & explanatory to one another and, unless otherwise expressly provided elsewhere in this Agreement, in the event of any conflict, discrepancy or ambiguity between them, the priority of documents shall be in the order:

   1.1 This License Agreement containing _______ pages.

   1.2 Letter of Acceptance No. _________________________ dated ____________.

   1.3 The written clarifications and addenda issued to the Bidders.

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

2. The licensee hereby covenants as follows:

   2.1 Licensee hereby assumes responsibility for the licensed bare spaces at___________ ATM sites. Licensee shall be responsible to develop,
manage, operate, maintain, use & vacate the Licensed Space as specified in this Agreement at its own cost.

2.2 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.

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

3. That DMRC and LICENSEE represent and warrant that they are empowered, authorized and able to make this agreement.

This agreement is executed in two original sets so that each party may have their own copy.

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.

/  /2020        /  /2020

(Authorized Signatory)  (Authorized Signatory)

FOR AND ON BEHALF OF DELHI Shri____________________________

METRO RAIL CORPORATION LIMITED For and On behalf of M/s

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

___________________________  __________________________

DMRC LICENSEE
CHAPTER: 2

DEFINITIONS

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

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

d. “Bidder” means an entity as per clause 2.1 of NIT and clause 4.1 of RFP.

e. “As is where is basis” means DMRC shall provide licensed bare spaces as per annexure -1 of this tender document on “as is where is basis”. Successful bidder shall not make any additions or alterations in the licensed space, installations / utilities including electric installations, wiring and water, sanitary pipeline (if any) without the prior permission of DMRC in writing and when permitted by the DMRC the said additions and alterations shall be carried out by the successful bidder at their own cost. They shall not be entitled to any compensation for any additions carried out by them in the licensed Bare Spaces rather successful bidder shall be required to hand over the licensed Bare spaces in original condition at the end of license period.

f. “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 in response to the Bid Notice in accordance with the provisions thereof.

g. “Bidder” is the Bidder who is fulfilling the criteria laid down in Tender Document for submission of bid as per RFP.

h. “Bid Security” means the refundable amount of EMD to be submitted by a bidder along with tender document to DMRC.

i. “Bare Spaces” means Bare spaces namely the specified area at the 64 sites mentioned in the Annexure-I of this License Agreement for commercial development on license basis to be allotted by DMRC to the licensee under and in accordance with this License Agreement.

j. “Commencement Date or Handover Date” means the date on which vacant bare spaces are handed over by DMRC to the licensee, in accordance with the terms of this agreement.
k. “License” means the licensing rights granted by DMRC to the selected bidder for commercial activity as permitted in the tender document/ license agreement (except banned list of usage of premises) inside Bare spaces at 64 sites mentioned in Annexure-I of this License Agreement based on the terms and conditions of the License Agreement.

l. “Licensee” means the selected bidder, who has executed the license agreement with DMRC pursuant to bidding process for carrying out commercial activities as permitted in the tender document/ license agreement.

m. “License Fee” means the amount payable by the licensee to DMRC as per rates offered by the selected bidder for its commercial utilization and accepted by DMRC for Bare spaces to be paid by the Licensee along with other DMRC charges and any kind of Central or State Taxes, GST, local levies, statutory dues, etc that may be payable by the licensee as per prevalent law.

n. “Sub Licensee” means all person/ agency with whom Licensee has executed sub license agreement as per terms and conditions of this license agreement executed between DMRC and the Licensee, for commercial utilization of the Bare spaces.

o. “DMRC” means Delhi Metro Rail Corporation Limited, A joint venture of Govt. of India and Govt. of National Capital Territory of Delhi incorporated under the Companies Act, 1956.

p. “Interest Free Security Deposit/ Performance Guarantee” 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.

q. “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.

r. “Selected Bidder” means the bidder who has been selected by DMRC, pursuant to the bidding process for award of license.

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

t. “Permits” shall mean and include all applicable statutory, environmental or regulatory licenses, authorization, permits, consents, approvals, registrations and franchises from concerned authorities.

u. “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.

v. “Termination” means termination of this Agreement by efflux of time or sooner determination in accordance with the provisions of this License Agreement.
w. “Termination Date” means the end of the License period or date of sooner determination of the License period in accordance with the terms of this Agreement whichever is earlier.

x. "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 or 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.
CHAPTER: 3

DISCLAIMER

3.1 The Licensee acknowledges that prior to execution of this Agreement, it has extensively studied and analysed and satisfied itself about all the requirement of this License Agreement including but not limited to market and market conditions.

3.2 The Licensee acknowledges that prior to execution of this Agreement, they have carefully assessed of intended earnings from said business and that they will be fully responsible for all its assessment in this regard.

3.3 The Licensee confirms having seen / visited / assessed the intent of this License Agreement and fully understands and comprehends the technical, financial, commercial and investment requirements.

3.4 The Licensee also confirms that it has fully analyzed to its fullest satisfaction, business viability of the Licensee and hereby voluntarily and unequivocally agrees not to seek any claim, damages, compensation or any other consideration, whatsoever on this account.

3.5 Bidder shall undertake that they have not been banned from Business, as on date of Tender submission as per following:
   a. DMRC/ any other metro organisations (100% owned by govt.)/Ministry of Housing & Urban Affairs/Order of Ministry of Commerce, applicable for all Ministries must not have banned/debarred business with the tenderer/bidder as on the date of tender submission. The tenderer should submit undertaking to this effect in Annexure 08A of Tender Document.
   b. Also no contract of the tenderer executed, should have been rescinded/ terminated by DMRC after award during last 03 years (from the last day of the previous month of a tender submission) due to non–performance of the tenderer. The tenderer should submit undertaking to this effect in Annexure 6A of Tender Document.
   c. In case at a subsequent date the successful bidder/licensee is found to have been banned for business as given above, DMRC shall be at liberty to and have full rights to cancel the allotment of built-up/bare space and forfeit the Interest Free Security Deposit after adjusting any dues payable by the successful bidder/licensee.
CHAPTER: 4

SCOPE OF LICENSE AGREEMENT

4.1 **Scope of the work:**
Licensee shall have the rights to utilize the said Bare spaces as detailed in Annexure -I of this License Agreement & also in clause 1.3 of chapter 1 of RFP exclusively for installation and operation of an ATM only except for banned usages/ negative list as detailed in Annexure –II of the draft license agreement.

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

a.) The offered Bare spaces as detailed in Annexure -I of this License Agreement will be provided on “as is where is basis”. It is Licensee’s responsibility to develop the entire licensed bare spaces at their own cost as per DMRC specifications, operational and other feasible and after obtaining prior approval from DMRC. **Licensee shall be permitted to develop the offered bare spaces /area licensed by creating only temporary structures as per DMRC specifications.**

Due to any reason, if whole or any part of the structure is required to be dismantled removed at any point of time, Licensee shall do it peacefully and without any delay or demur. No claim for compensation/ costs/ damages etc. would be entertained on this account.

b.) Licensee shall be required to execute all work at their own cost as required for commercial development of the licensed area where only temporary structure shall be constructed/ developed.

c) The Licensee shall be required to adhere to the building design, but there are no limitations on planning and subdivision of the interior floor space. However, within these parameters, maintaining the structural safety and integrity shall be the sole responsibility of the Licensee. Licensee shall also ensure that the proposed commercial development within tendered area is neither an impediment for smooth flow of traffic nor a safety hazard for DMRC civil structure or for commuters and public at large. Licensee shall also ensure that all existing utilities and facilities (if any) falling within the said tendered space will be kept accessible and Licensee shall not interfere or tamper with those installations at any time.

d) Notwithstanding anything mentioned above, Licensee is required to adhere to the provisions of the prevailing master plan and the building bye-laws of the authorities having jurisdiction over the licensed space for the development works to be undertaken.
e) Licensee shall obtain all clearances, licenses and sanctions as required from the competent authorities for building sub-plans, utilities, firefighting, etc. It is to be clearly understood that all such clearances are to be obtained by the Licensee and the DMRC may only provide assistance wherever possible without any obligation.

f) Procuring all the permissions/ licenses etc. required from the statutory/ regulatory/ civic authorities concerned, to be able to use the tendered space for desired commercial purposes/ business, will be sole responsibility of the successful bidder/licensee. DMRC shall not be responsible for any such procurement and shall not entertain any claims in this regard.

g) Fire fighting and other infrastructure so created within the licensed space must be integrated with that already provided /planned for the metro station of DMRC.

h) Licensee shall at all times adhere to all provisions of the Delhi Metro Railway (Operation And Maintenance) Act, 2002 and amendments thereto and shall also comply with all notices and circulars issued by DMRC in this regard.

i) Operate, manage and maintain the entire offered space with adequate trained and experienced team for responsibilities as defined in this License Agreement.

j) The successful bidder(s) may use or allow the use of the scheduled tendered/licensed space for any activities except for activities mentioned in list of banned usages placed at Annexure-II of tender document.

k.) The sub- licensing of the licensed space is not permitted as per the terms of this license agreement. Licensee shall not assign any of their rights, or interest in respective license agreement in favour of any company/person(s) at any time and for any reasons whatsoever.

l.) Under no circumstances, shall the licensed bare space or facilities constructed or installed therein in the form of temporary structure at the licensed space be mortgaged, charged or otherwise/ be put under any lien (including negative lien), and no charge or encumbrance will be created or agreed to be created in favour of any person, including the Lenders/ Financial Institution (s)/ Banks etc.

m.) Successful bidder ensures that no use of polythene baggage/ bags at the tendered area/ licensed area.

n.) Comply with all statutory requirements in connection with this license agreement.

o.) Licensee shall be responsible for obtaining fire NOC for their licensed area from Delhi Fire Services.
p.) The licensee shall make provision for TOD energy meter as per latest DERC guidelines.

q.) Ensure regular and timely payments of all amounts due to DMRC and discharge all obligations as per provisions of this license agreement.

r.) Payment of all statutory taxes, goods & service tax, local levies, statutory dues, etc. as and when due and as applicable.
CHAPTER -5

GRANT OF LICENSE AND HANDING OVER OF SPACE

5.1 Contract for Licensing of pre-identified Bare Space/s to operate a retail banking outlet/s by placement of ATMs at 64 identified/specified Metro Premises have been offered for licensing for commercial utilization as detailed in Annexure-I.

5.2 The vacant Bare spaces, as mentioned in Annexure-I, shall be handed over for commercial activities within 7 (seven) days from the date of Signing of License Agreement.

5.3 Area of Bare spaces specified in Annexure-I are approximate. Actual area handed over subsequent to issue of Letter of Acceptance and execution of license agreement shall be final. If the handed over area varies from the area specified in Annexure-I, the License Fees & other charges/GST shall be chargeable on actual super area handed over. If the handed over area further varies on account of subsequent additions & alterations, the actual area shall be also got revised from the affected date. The minimum chargeable area for each site is 04 sqm.

5.4 Licensee shall not claim any compensation on account of any variation in handing over of the offered / tendered space from that of the mentioned in the Annexure-I.

5.5 Preparation of premises
The Licensee is required to carry out the installation of ATM structure strictly following standard layout plans and material specifications, failing which, Licensor reserves the right to impose exemplary penalty and pass such instructions to the licensee so that ATM is prepared in accordance to the standard layout plans and material specifications.

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

(a) Single Line Floor Plan
(b) Furniture & equipment layout
(c) Lighting, air-conditioning and miscellaneous electricity load required
(d) Electrical wiring plan inside ATM and telecommunication and data wiring
(e) Precautions and standards for maintaining hygiene and cleanliness and disposal of solid waste and effluents.
(f) Provisions and measures for fire-safety and fire fighting (if needed).
(g) Safety Procedures/standards during implementation and also during operation.

5.6 Hygiene
That the licensee shall ensure that a high standard of cleanliness and hygiene is maintained in and around the site as required by DMRC O&M administration/municipal authorities. In the event of failure in maintaining
cleanliness/hygiene, a penalty of Rs. 2,000/- may be imposed by Licensor on each occasion.

5.7 License fees shall commence immediately after the expiry of the fitment period. Any area/space handed over after the fitment period will not have any fitment period and license fee shall commence from the date of handover of the said space/area.

5.8 At the time of termination/natural completion of license, DMRC reserves the right to ask the successful bidder/licensee to restore the said tendered/licensed space as per original allotment.
CHAPTER -6

TENURE OF LICENSE AGREEMENT

6.1 Tenure of License Agreement shall be for a period of Six (06) years, unless otherwise terminated by DMRC or surrendered by Licensee, in terms of provisions of this agreement. The tenure of License Agreement shall commence from the date of handing over of the first licensed space. Tenure of the License Period of any space handed over subsequently shall be co-terminus with above period irrespective of date of actual handing over.

6.2 There shall be a lock-in period of 02 (two) years from the date of start of license period. If the Licensee is desirous of surrendering and exiting from the license hereby created before expiry of the lock-in period of two (02) years, the License Agreement shall deemed to be terminated on the date mentioned in termination/surrender notice, subject to confirmation by DMRC. In such a case, the balance Interest Free Security Deposit shall be forfeited in favour of DMRC after adjustment of outstanding dues, if any, payable to DMRC. No grace period shall be provided to Licensee in such a case. DMRC may also recover the balance outstanding dues, if are more than Interest Free Security Deposit, from the other contracts of Licensee in DMRC. Balance outstanding dues, if are more than Interest Free Security Deposit, shall also be recoverable from the Licensee before Licensee is permitted to remove their establishment(s) or else DMRC will seize their property at nil/zero value. DMRC shall be free to dispose-off the said property / goods in whatsoever manner as it deems fit. Licensee shall have no claim for compensation or consideration / damages on this account.

6.3 The Licensee shall have option to exit from the License Agreement immediately after completion of the lock in period. For it, the Licensee shall have to issue 180 days prior written notice to DMRC. Such prior notice intimation can be given after one and half (1 ½) years however option to exit will be available only after two (2) years. In this case, Balance Security Deposit of the Licensee shall be refunded after adjusting the dues, if any, to be payable by Licensee. DMRC may also recover the balance outstanding dues, if are more than Interest Free Security Deposit, from the other contracts of Licensee in DMRC. Balance outstanding dues, if are more than Interest Free Security Deposit, shall also be recoverable from the Licensee before Licensee is permitted to remove their establishment(s) or else DMRC will seize their property at nil/zero value. DMRC shall be free to dispose-off the said property / goods in whatsoever manner as it deems fit. Licensee shall have no claim for compensation or consideration / damages on this account.

6.4 If the Licensee is desirous of terminating the license after expiry of above said lock-in period without serving any prior intimation period or shorter intimation period than 180 days, the agreement shall deemed to be terminated on completion of such short / irregular intimation period. In such cases, the Interest Free Security Deposit shall be refunded to the Licensee after adjustment of license fee for period shorter than 180 days (notice period) and outstanding dues, if any. DMRC may also recover the balance outstanding dues, if are more than Interest Free Security Deposit, from the other contracts of Licensee in DMRC. Balance outstanding dues, if are more than Interest Free Security Deposit, shall also be
recoverable from the licensee before Licensee is permitted to remove their establishment(s) or else DMRC will seize their property at nil/zero value. DMRC shall be free to dispose-off the said property / goods in whatsoever manner as it deems fit. Licensee shall have no claim for compensation or consideration / damages on this account.

6.5 Partial surrender of the Licensed Space/area which has been handed over to the Licensee by DMRC shall NOT be permissible to the Licensee during the currency of License Agreement. It is clarified that the clause of no partial surrender will be applicable site wise/ATM wise i.e., no reduction of area in/ at particular allotted ATM site shall be permitted during the currency of the contract.

6.6 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.

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

A certificate from concerned Station Manager in proof of Licensee having vacated the site will be required to be submitted by the licensee. Any claim of vacation of site without the endorsement of Station Managers shall not be entertained.

6.8 Extension of License:

The License Tenure of this license agreement shall be Six (06) years with a lock-in period of two (2) years from date of handing over of offered space. Tenure of the license agreement shall not be extended. There is no provision for further extension of the contract/tenure of license agreement.

6.8 Fitment Period

For carrying out the fit-outs, finishing works etc., successful bidder would be permitted a rent free/fitment period of 45 days from the date of handing over of the bare space. The successful bidder shall have to complete in all respects the development of the tendered/licensed space, within a period of 45 days from the date of ‘handing over’ of the space by DMRC under the License Agreement as license fee would be applicable immediately after expiry of aforementioned fitment period i.e., from 46th day from date of handing over of space or immediately after 15 days from the date of completion of electrical work by DMRC and subsequent handing over of energy metre or notice/letter for taking handing over, whichever is later.
CHAPTER -7

CHARGING OF LICENSE FEE, INTEREST FREE SECURITY DEPOSIT AND OTHER APPLICABLE DUES

7.1 License Fee:

a.) The license fee (L/F) (exclusive of all taxes) for the licensed bare space/area shall be paid by Licensee to DMRC Ltd. @ Rs._______ /- per sqm/month. The said license fee shall be paid in advance on half yearly basis for actual super area licensed and handed over. **This is subject to minimum chargeable area of 04 sqm at each location.**

b.) The applicable GST & other state/central taxes, if any, shall also be payable extra as applicable from time to time along with the license fees. The present rate of GST is 18%. Any further revision in rates of GST will also be applicable.

c.) The charging of license fee shall commence immediately after completion of 45 days fitment period from date of handing over of the licensed space or date of deemed handover whichever is earlier or immediately after 15 days from the date of completion of electrical work by DMRC and subsequent handing over of energy metre or notice/ letter for taking handing over, whichever is later.

d.) The bank/ licensee will be required to pay a monthly maintenance fee (OMC- Other Maintenance Charges) of Rs. 60/- per sqm + applicable taxes thereon/ GST. This amount shall also be escalated on compounding basis @ 20% on the completion of every three years of license period.

e.) The bank will be required to pay Rs. 1000/- per month per site plus taxes/ GST to DMRC on account of Housekeeping/ Common Area Maintenance Charges. The concerned station Manager shall be responsible for the cleanliness of area near the ATM Machine. **The aforementioned license fee shall be increased / escalated by 20% on compounding basis after completion of every three (3) years of license period.**

f.) The aforementioned license fee, OMC and other recurring charges shall be increased/ escalated by 20% on compounding basis after completion of every three (03) years of license period.

g.) The license fee shall be paid to DMRC on half yearly basis in advance by the last working day of the previous running half year. This has also been illustrated below for better understanding of licensee –
- The Billing half year - 1st Jan – 30th June
- Period for the issue of invoice - 1st December - 15th December
- Last Date of payment of Dues to DMRC - 31st December

Along with License Fee and Goods & Service Tax (GST) thereto, the licensee shall also pay other dues such as electricity charges, water charges, etc. as applicable. The license fee shall be paid online.

f.) The licensee shall preferably pay the advance half yearly license fee to DMRC Ltd. by E-mode i.e. RTGS/ NEFT for credit of the designated account of DMRC after obtaining prior approval and complying with the
laid down procedures of DMRC as per Annexure –III , III (1) & III (2) of this license agreement. The payment of dues can also be made by DD/PO in favor of DMRC Ltd., payable at Delhi and issued by a scheduled commercial bank.

g.) The account shall be regularly reconciled by DMRC on annual basis.

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

i.) 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.

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 15 (fifteen) 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 paid & squared up. Such interest shall be charged on outstanding dues for the actual number of day(s) of delay in payment.

1.) If the Licensee fails to pay & deposit the outstanding License Fee and other dues within 15 (fifteen) days’ Cure Notice, DMRC shall issue a 30 days Termination Notice to make payment of outstanding License Fee and other dues within next 30 (thirty) days.

2.) In the event of Licensee failing to deposit the outstanding License Fee and other dues within fifteen (15) days from the date of issue of 30 (thirty) days Termination Notice, on 16th day of issuance of aforesaid termination letter, DMRC shall disconnect all utilities provided to the Licensee.

3.) In the event of Licensee failing to deposit the dues within thirty (30) days from the date of issue of Termination Notice, it shall constitute Material Breach of Contract and Licensee’s Event of Default under this Agreement and shall entitle DMRC to terminate the License Agreement as per provisions stipulated in Chapter-12 of the License Agreement & forfeit the IFSD, after adjustment of any dues payable to DMRC and also forfeit the advance license fees paid.

4.) In no case, payments shall be allowed to remain outstanding for a period of more than 60 days. If at any stage, the dues remain outstanding for a period of more than 60 days, the license agreement may stand terminated without giving any notice to the
licensee & Interest Free Security Deposit (IFSD) shall stand forfeited as per the provision of the license agreement.

7.2 Interest Free Security Deposit (IFSD):

a.) Licensee shall pay Interest Free Security Deposit to DMRC, equal to 12 (twelve) months license fee payable in advance.

b.) **The Interest Free Security Deposit shall be increased / escalated by 20% on compounding basis after completion of every three (3) year of the license period.**

c.) The Interest Free Security Deposit shall be accepted only in the form of Bank Draft/ Pay Order in favour of DMRC Ltd. payable at New Delhi or online through NEFT/RTGS only.

d.) Interest Free Security Deposit will remain unchanged for a variation of (+/-) 10% from tendered area, as there's possibility of minor variation in area during handing over for any variation/allotment of additional space/area beyond (+) 10% of the initial tendered area, the IFSD shall be updated/increased as per the increased allotted area.

e.) In case of successful completion of the full term of the License period i.e. six (06) years from commencement date of License Agreement, Interest Free Security Deposit 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.

f.) 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:

1.) 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.

2.) Any amount which DMRC becomes liable to the Government/Third party due to any default of the Licensee or any of his servant/ agent.

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

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

g.) Once an amount is debited from the Interest Free Security Deposit, the Licensee shall replenish the Interest Free Security Deposit to the extent the amount is debited, within fifteen (15) days period failing which it shall be treated as a Licensee’s event of default and DMRC shall be free to terminate the license agreement as per provisions of this agreement.
In case of subsequent handing over of additional area to the licensee, interest free security deposit/performance security shall be updated if the variation due to additional area is more than (+) 10% of the main tendered area and it shall be deposited within fifteen (15) days of issue of Letter of Acceptance and before handing over of the additional area.

Escalation of 20% of license fee and other maintenance charges and IFSD/Performance Security of additional area allotted shall be as per the license agreement for the allotted bare/ commercial space.

7.3 Taxes and Other Statutory Dues:
All other statutory taxes, statutory dues, local levies, GST, third party dues (i.e. electricity, water consumption charges etc.) as applicable shall be charged extra and shall have to be remitted along with the license fees for onward remittance to the Government. The successful bidder shall indemnify DMRC from any claims that may arise from the statutory authorities in connection with this tender document / license agreement.

7.4 Property Tax and Registration of License Agreement:

a.) The property tax/service charge applicable on the licensed premises, if any, shall be paid by DMRC as per applicable rates of concerned municipal corporations in advance at the start of the financial year applicable/ under consideration. Subsequently, the aforementioned property tax/service charge will be charged & recovered from the licensee at the start of every financial year (i.e. DMRC shall raise the demand by 15th April) and licensee shall pay/ submit to DMRC the property tax/service charge demand latest by the last day of first month of every financial year i.e. latest by 30th April of that year. This has been illustrated below for better understanding:

Date of raising demand of property tax/service charge for the applicable financial year under consideration: By 15th April of the said year.
Last date of payment of dues against Property tax/service charge to DMRC for financial year under consideration: By 30th April of the said year.

However, if for any reason DMRC does not raise the demand against property tax/service charge for the financial year applicable/ under consideration as per aforementioned schedule, licensee shall be liable to pay the demand against said property tax/service charge within 15 days from the date of raising of such demand by DMRC.

The non-payment of aforementioned dues against property tax/service charge within stipulated time frame shall be constituted as Material Breach of Contract of License Agreement and DMRC shall initiate proceedings as mentioned in relevant clause of License Agreement for material breach of contract condition.
In case of termination (pre-mature/ mature/ surrender) of license agreement, the property tax/service charge shall be recovered from licensee on pro-rata basis for the actual period of occupancy only. DMRC can recover these dues from the Interest Free Security Deposit of the Licensee. The applicable property tax/service charge will be charged & recovered for the mezzanine floor, if any, also as applicable.

b.) Payment of stamp duty on execution & registration of license agreement, if any, to be executed in pursuance of this bid shall be solely borne by successful bidder/licensee.

The registration of License agreement of the licensed space shall be done within 30 days of signing of agreement by the licensee (registration fees, stamp duty etc to be fully borne by the licensee) and the duly registered documents to be submitted to DMRC for records. Any amendment in the contract/license agreement, if required to be registered, shall also be registered with 30 (thirty) days from the date amendment and duly registered document shall be submitted to DMRC for record. In case the registration of license agreement/amendment is not done within 30 (thirty) days from the date of signing of agreement/amendment, it shall be treated as “material breach of contract” in terms of clause no. 12.2(p) of DLA. The licensee shall be given 30 (thirty) days time to cure the default to the satisfaction of DMRC within the cure period in terms of clause no. 12.3 of DLA. In case the licensee fails to cure/rectify the event of default to the satisfaction of DMRC within the cure period of 30 days, DMRC may terminate the license agreement of respective schedule after the expiry of cure period duly forfeiting the Interest Free Security Deposit & any other amount paid by the licensee to DMRC.

7.5 Additional available built up or bare space at the area other than the same level i.e. roof of the station, if required by the licensee to install any utility/ equipment, can also be provided subject to availability/ feasibility and at a license fee @ 50% of the rate of main license fee from date of handing over of the additional space. However, additional space at the same level will be charged @ pro rata basis of applicable rate of license fee.
CHAPTER: 8

DEVELOPMENT, MAINTENANCE AND OPERATION
OF LICENSED SPACE

8.1 Development of Licensed Space:

Licensee shall be permitted to carry out development of the licensed space, by creation of temporary structures only and development of open commercial bare space as defined in this license agreement, partitions, interior design works along with utilities like power supply, water supply, toilets, drainage system, HVAC, fire protection system, telecommunication system, etc. provided that:

a) The all the developments shall duly adhere 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 and as per DMRC specifications.

b) The design and construction work in the form of temporary structures only shall strictly conform to relevant Standard Building Codes and good industry practice.

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

d) It is licensee’s responsibility to obtain Fire NOC for the aforesaid development work as per relevant BIS Code of Practice and norms DMRC & Delhi Fire Services for the usage of the licensed space at their own cost.

e) License shall ensure that no structural damage is caused to the existing building and other permanent structure as a result of their 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 their 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 to this Agreement. All materials used for development of structures must be fire retardant. If it is noticed at any stage that licensee has compromised with the safety procedure, measurements, specifications, guidelines and quality of materials as laid down in the agreement, the penalty up to Rs.100000/- (Rupees One Lakh only) per instance shall be imposed on the Licensee.

j) The Licensee may deploy security staff at their own cost for the safety of licensed space.

k) Licensee shall bear all risk & cost and consequences of this development work in Licensed Space.

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

m) The Licensee is expected to apply & obtain all necessary approvals/permissions and timely to complete all development 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.

8.2 Operation & Maintenance of Licensed space:

a.) Permissible Usage of Space:
Licensee may also use or allow the use of the licensed bare space after its development for any other commercial activities except activities mentioned in list of banned usages placed at Annexure - II of DLA but only after obtaining prior written approval of DMRC.

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

c.) Licensee shall ensure that all electrical wiring, power outlets and gadgets used are maintained properly, guarded against short circuits / fires. The instructions of DMRC’s electrical inspectors/authorized representative shall be complied by the licensee at their own cost. The licensee shall make provision for TOD energy meter as per latest DERC guidelines.

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

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

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

g.) The overall control and supervision of the premises shall remain vested with DMRC who shall have right to inspect the whole or part of the licensed spaces as and when considered necessary, with respect to its bonafide use and in connection with fulfilment of the other terms and conditions of the license agreement.

h.) The Licensee voluntarily and unequivocally agrees to provide un-fettered access to the fire officer & other officials of DMRC for inspection of Licensed Space or for repair of DMRC utilities passing through the Licensed Space at any time and to abide by and comply with all instructions as may be indicated by the fire officer & other officials. If any fixtures or utility relating to operation of the MRTS (Metro) is running through the licensed area, proper protection as advised by DMRC shall be done by Licensee.

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

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

k.) Encroachment:

The Licensee shall strictly not encroach up common areas/circulating areas or any other space, and restrict their operation within the area/bare space licensed. In case, the Licensee encroaches upon the common area, circulating area or any other space, then a fine/ compensation @ Rs.1, 000/- on the first occasion, Rs.3, 000/- on the second occasion and Rs.4, 000/- after second occasion shall be imposed by DMRC. Thereafter, DMRC reserves the right to revoke the license for breach of contract.
Further, DMRC can impose the fine on Licensee up to Rs.5,000/- per offence per instance on the following offenses:

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<td>i.</td>
<td>Any staff of Licensee found in drunken condition/ indulging in bad conduct.</td>
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<td>ii.</td>
<td>Any staff of the Licensee found creating nuisance.</td>
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<td>iii.</td>
<td>Improper maintenance &amp; defacement of the Metro Property.</td>
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<td>iv.</td>
<td>Dishonour of drafts and Cheques given by Licensee in favour of DMRC. Cheques will be accepted only in emergent situations &amp; with prior approval of HOD level official of DMRC</td>
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<td>v.</td>
<td>Misbehaviour with staff and commuters of DMRC.</td>
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<td>vi.</td>
<td>Not following safety and security norms as may be indicated by authorized representative of DMRC.</td>
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<td>vii.</td>
<td>Any staff of the Licensee found without uniform and ID Card and/or found creating nuisance on duty.</td>
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<td>viii.</td>
<td>Not following the instructions issued by DMRC authorities from time to time</td>
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m.) The option to impose fine, penalty, etc. under this License Agreement shall be exercised by DMRC official not below the rank of Dy. HOD.

n.) It shall be the sole responsibility of the licensee to maintain law & order in its licensed premises. DMRC shall, in no way, will be responsible / accountable of any mis-happening in the premises given in license basis to licensee.

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

p.) On account of operational reasons, the Licensor may ask the Licensee to shift their ATM to some other alternative location within the same station. The licensee is bound to shift their ATM on the alternate location within the same station. In case of shifting of ATM, a grace period of 30 days for shifting the ATM shall be given to the bank, wherein License Fee & Other Maintenance Charges shall not be applicable. No claim/ compensation will be entertained by licensor on this account. However, if licensee is not willing to shift their ATM to the alternative given space due to any reason, the license agreement for that particular location will stand terminated and amount of security deposit for the same will be refunded after adjusting outstanding dues.
CHAPTER: 9

RIGHTS AND OBLIGATIONS

9.1 Licensee’s Obligations:

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

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

b) to develop, operate and maintain the licensed area at all times in conformity with this Agreement;

c) to furnish "As Built Drawings" of the premises with 30 days of completion of development 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 their activities or any of their agents, contractors, sub-Licensee, etc.;

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

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

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

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

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

j) at all times, to afford access to the Licensed Space to the authorised representatives of DMRC, other persons duly authorised by any Governmental Agency having jurisdiction over the business of Licensed Bare spaces, 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;
l) 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, their agents or employees.

9.3 **Sub-Licensing:**

*The successful bidder/licensee shall not be entitled to sub-license the licensed space.*

9.4 The successful bidder/licensee shall at all times adhere to all provisions of the Delhi Metro Railway (Operation & Maintenance) Act, 2002 and amendments thereto and shall also comply with all notices and circulars issued by DMRC in this regard.

9.5 No tenancy/sub-tenancy is being created by DMRC in favour of Licensee under or in pursuance of this Agreement and it is distinctly & clearly understood, agreed and declared by/ between the parties hereto that:

a) The Licensee shall not have or claim any interest in the said licensed space as a tenant/sub-tenant or otherwise.

b) The rights, which Licensee shall have in relation to the said licensed space, 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.

9.6 **Infrastructure Services:**

a.) Electricity, Installation of DG sets, Air Conditioning and Fire Fighting & Fire Protection:

(i) Electricity shall be provided as per norms. It is Licensee’s responsibility to draw electric power cable from aforementioned LT panel to the licensed space at their own cost.

(ii) Licensee has to carry out all works for functioning of their tendered/ licensed area on their own with all cost including installation & commission of ACB/ MCCB in spare space of LT panel, cable laying, cable trays, hangers in cable route, individual LT panel at proposed space and subsequent extension of power supply from individual LT panel along with associated cabling, cable tray, earthing, internal wiring, lighting, power distribution etc.

(iii) Licensee shall install LED electrical lights and energy efficient Air-Conditioners to ensures energy conversation,
(iv) Availing power supply from outside agencies in DMRC is not permitted. Hence, for reliability of power supply, if desired, licensee can install their own DG sets at their own cost subject to adhere all norms specified in Annexure –IV.

(v) For meeting Air Conditioning requirement for tendered / licensed space, licensee may install VRV/ package AC/ Split AC as per its own design and requirement with all cost to be borne by successful bidder/licensee.

(vi) Dedicated fire alarm & control system for tendered space has to be planned and installed by licensee at their own cost as per the statutory requirement of Delhi Fire Services. It is licensee’s responsibility to connect licensed area to aforesaid tapping point at their own cost. Further, details of existing capacity of fire fighting pumps and water tanks are detailed in Annexure –IV.

(vii) For detailed terms & conditions pertains to infrastructure service and rules / procedures to be followed for electricity supply, installation of DG sets, Air-conditioning and Fire Fighting & Fire Protection, kindly refer in Annexure –IV.

(viii) Licensee shall pay a refundable electricity consumption deposit of Rs. 4500/- per KVA for sanctioning of electric load as per requirement.
A non-refundable one time electrical supervision charges of Rs. 10,000/- (Rupees ten thousand) per energy meter plus GST as applicable shall be paid to DMRC by the licensee.
DMRC shall make available to the license, electric power at DERC rates as per actual consumption.

b.) Sanitary Connection:

The Sewage Treatment Plant (STP) and Effluent Treatment Plant (ETP) shall be developed, operated and maintained by the licensee at their own cost to meet their daily requirements. The responsibility to connect the developments (temporary structure/ open commercial area) at licensed area to aforementioned STP/ ETP and from STP/ ETP to the municipal drainage at entry gate no. 1 solely lies with licensee subject to prior approval of DMRC/ other civic agencies.

c.) Disposal of Waste:

The licensee shall have to make its own arrangements for daily disposal of waste (after segregation of dry and wet waste) out of DMRC premises at the dumping sites approved by MCD/ concerned civil agencies to ensure perfect cleanliness. If any kind of waste is found disposed off on DMRC land or premises, a penalty/fine of Rs. 2000/- shall be imposed by DMRC for each occasion.

d.) Telephone:

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

e) Security:
Licensee shall install CCTV cameras inside/outside the licensed area and also arrange security arrangement for their licensed area at their own cost. 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 on this account.

f) Parking: If available, Parking space may be used by the licensee on payment of normal parking charges to the concerned parking contractor.
CHAPTER: 10

INDEMNITY AND INSURANCE

10.1 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.

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

10.3 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.

10.4 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.

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

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

10.7 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.
10.8 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.

10.9 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.

10.10 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.

10.11 Insurance and Waiver of Liability:

The Licensee shall bear the cost, throughout the term of the License, for a comprehensive general liability insurance covering injury to or death of any person(s) while working in DMRC premises, including death or injury caused by the sole negligence of the Licensee or the Licensee’s failure to perform its obligations under the agreement. Upon DMRC’s request, the Licensee shall submit to DMRC, suitable evidence that the foregoing policy or policies are in effect. In the event of the default i.e. avoiding the insurance cover, the Licensee agrees and undertakes to indemnify and hold the licensor harmless against any and all liabilities, losses, damages, claims, expenses suffered by the licensor as a result of such default by the Licensee.
CHAPTER: 11

FORCE MAJEURE

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

a) Earthquake, Flood, Inundation, Landslide.
b) Storm, Tempest, Hurricane, Cyclone, Lighting, Thunder or other extreme atmospheric disturbances.
c) Fire caused by reasons not attributable to the Licensor/licensee.
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/ Licensee, its contractors, or their employees, agents etc.

11.2 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.

11.3 Occurrence of any Force Majeure shall be notified to the other party within 7 days of such occurrence. 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 7 (seven) days to the other party and interest free Security Deposit/ Performance Guarantee shall be refunded by DMRC to the Licensee after adjusting outstanding dues, if any.
BREACHES/SURRENDER/TERMINATION OF LICENSE AGREEMENT

12.1 Surrender of License Agreement:

(i) No partial surrender of licensed space or part of the licensed space/area of a schedule which has been handed over to the Licensee by DMRC shall be permissible during the currency of the License Agreement.

(ii) The Licensee shall have option to surrender the license agreement after a lock-in period of two (02) years from date of start of license period -
   a) The Licensee successfully completes initial two (2) years lock in period.
   b) There is no arrear pending with the Licensee on the date of issue of surrender notice.
   c) DMRC receives a 180 days’ advance notice, in writing, from licensee for its intention to surrender the license agreement. Such notice of 180 days can be given as per the provisions of Clause No. 6.2, 6.3 & 6.4 of this license agreement and as per Clause No. 12.1 (iii), (iv) & (v) as given below.
   d) Licensee continues to pay all dues as per schedule to DMRC till the date of pre-mature closure of License Agreement.
   e) Licensee hand over peaceful possession of the all Licensed space to DMRC free from all encumbrances within 30 (thirty) days from the date of termination of License agreement.

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

(iii) If the Licensee is desirous of surrendering and exiting from the license hereby created before expiry of the lock-in period of two (02) years, the License Agreement shall deemed to be terminated on the date mentioned in termination/ surrender notice, subject to confirmation by DMRC. In such a case, the balance Interest Free Security Deposit shall be forfeited in favour of DMRC after adjustment of outstanding dues, if any, payable to DMRC. No grace period shall be provided to Licensee in such a case. DMRC may also recover the balance outstanding dues, if are more than Interest Free Security Deposit, from the other contracts of Licensee in DMRC. Balance outstanding dues, if are more than Interest Free Security Deposit, shall also be recoverable from the Licensee before Licensee is permitted to remove their establishment(s) or else DMRC will seize their property at nil/ zero value. DMRC shall be free to dispose-off the said property / goods in whatsoever manner as it deems fit. Licensee shall have no claim for compensation or consideration / damages on this account.

(iv) The Licensee shall have option to surrender and exit from the License Agreement immediately after completion of the lock in period. For it, the Licensee shall have to issue 180 days prior written notice to DMRC. Such prior notice intimation can be given after one and half (1 ½) years however option to exit will be available only after two (02) years. In this case,
Security Deposit of the Licensee shall be refunded after adjusting the dues, if any, to be payable by Licensee. DMRC may also recover the balance outstanding dues, if are more than Interest Free Security Deposit, from the other contracts of Licensee in DMRC. Balance outstanding dues, if are more than Interest Free Security Deposit, shall also be recoverable from the Licensee before Licensee is permitted to remove their establishment(s) or else DMRC will seize their property at nil / zero value. DMRC shall be free to dispose-off the said property / goods in whatsoever manner as it deems fit. Licensee shall have no claim for compensation or consideration / damages on this account.

(v) If the Licensee is desirous of terminating the license after expiry of above said lock-in period without serving any prior intimation period or shorter intimation period than 180 days, the agreement shall deemed to be terminated on completion of such short / irregular intimation period. In such cases, the Interest Free Security Deposit shall be refunded to the Licensee after adjustment of license fee for period shorter than 180 days (notice period) and outstanding dues, if any. DMRC may also recover the balance outstanding dues, if are more than Interest Free Security Deposit, from the other contracts of Licensee in DMRC. Balance outstanding dues, if are more than Interest Free Security Deposit, shall also be recoverable from the licensee before Licensee is permitted to remove their establishment(s) or else DMRC will seize their property at nil/ zero value. DMRC shall be free to dispose-off the said property / goods in whatsoever manner as it deems fit. Licensee shall have no claim for compensation or consideration / damages on this account.

12.2 Breach of License Agreement/ Licensee’s Events of Default:

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

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

b) If the Licensee fails to pay License Fee, utility charges, penalty or Damage herein specified or any other due to be paid by the Licensee to DMRC by the stipulated date.

c) If the Licensee makes any of the following changes in Ownership:

Any change in percentage stake of JV/Consortium by the members without prior written permission of DMRC.
Dilution of stake of Lead Member in the JV/Consortium below 51% at any time during the License Period.
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 official.

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 of DLA.

o) If the licensee submitted false undertaking (as detailed on Clause No. 3.5 of Chapter-3) regarding not blacklisting / banned Licensee by Central/State Government Department/ Public Sector Undertaking/ Other Government Entities or Local Body or termination of contract due to their non-performance after award of contract during last(three) years.

p) The registration of License/Lease agreements shall be done within 30 days of signing of agreement by the licensee/lessee (registration fees, stamp duty etc to be fully borne by the licensee/lessee) and the duly registered documents to be submitted to DMRC for records. In the case the registration of the license agreement/amendment is not within the 30 days of signing of license agreement/amendment, it shall be treated as “Material Breach of Contract”. The licensee will be given 30 days time to cure the default. In case, licensee fail to remedies the default to the satisfaction of the DMRC within the above cure period, DMRC may terminate the license agreement after the expiry of cure period duly forfeiting the security deposit/any other amount paid by licensee.

q) If the licensee fails to pay to DMRC Ltd the demand for property tax/service charges in terms of this license agreement.
12.3 Termination of License Agreement by DMRC:

Provided that in the event of application of clauses 12.2 (a) (b) (p) and (q) above, DMRC shall give to the Licensee 15 to 30 days time, as applicable, to cure the default prior to considering the events specified therein as Licensee’s events of default and in the event the Licensee remedies the default to the satisfaction of the DMRC within the cure period, the event shall not be considered as a Licensee Event of Default. In case the licensee fails to remedy the default to the satisfaction of the DMRC within the cure period, then DMRC shall be within its rights to disconnect the utility services & terminate the License Agreement as per the provisions of this license agreement & issue a thirty (30) days termination notice. The Licensee voluntarily agrees not to seek any claim, compensation, damages or any other consideration whatsoever on any ground in this regard. However, in the event of application of clause 12.2 (c) to (o), DMRC may terminate the license agreement with immediate effect.

12.4 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 immediately after expiry of three months notice and the Interest Free Security Deposit shall be refunded after adjusting outstanding dues, if any, payable by the Licensee. The Licensee voluntarily agrees not to seek any claim, compensation, damages or any other consideration whatsoever on any ground in this regard.

12.5 Termination for Force Majeure:

The License Agreement may be terminated for Force Majeure Reasons as specified in Chapter-11.

12.6 Other Terms & Conditions:

(i) On termination of License Agreement:

a) All 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 & advance license fee paid 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. Balance outstanding dues, if remaining after adjustment of outstanding dues from the advance license fee and interest free Security Deposit, shall also 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 grace period.

(ii) On termination of the license agreement, the Licensee shall handover the vacant possession of the licensed premises to the DMRC’s authorized
representative within 30 days (grace period) 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 their temporary structures, 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 unequivocally 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. No grace period shall be provided to licensee, if licensee terminates the contract within the lock-in period.

(iii) If the Licensee fails to vacate the premises within the grace period of thirty (30) days, penalty of twice the prevalent monthly License Fee shall be chargeable for occupation for and beyond this thirty (30) days period. And, after lapse of this thirty (30) days grace period, DMRC shall take over the goods / property etc lying in the licensed premises treating at NIL/ Zero value, even if it is under lock & key; and shall be free to dispose-off the property in whatsoever manner as it deems fit. Licensee shall have no claim for compensation or consideration / damages in this regard after completion of notice period. If, licensee fails to pay the penalty, applicable in case of non-vacation of premises, the same shall be adjusted from the Interest Free Security Deposit / Performance Security available with DMRC. No grace period shall be provided to licensee, if licensee terminates the contract within the lock-in period.

(iv) After vacating the premises, the Licensee shall submit a vacation certificate from the DMRC’s authorized representative as a proof of Licensee having vacated the site. Licensee’s statement regarding vacation, without a vacation certificate from the in-charge or their authorized representative, shall not be accepted.

(v) The termination of this Agreement shall not relieve either party from their 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.

(vi) 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.

(vii) On termination of Agreement, DMRC shall have rights to re-market or to seal/ lock the Licensed Space.
CHAPTER 13

DISPUTE RESOLUTION

13.1 Amicable Resolution:

13.1.1 No legal action till dispute settlement procedure is exhausted. Any and all disputes shall be settled in accordance with the provisions of Article 13. No action at law concerning or arising out of any dispute shall be commenced unless and until all applicable dispute resolution procedures set out in Article 13 shall have been finally exhausted in relation to that dispute or any dispute out of which that dispute shall have arisen with which it may be or may have been connected.

13.1.2 Notice of Dispute

For the purpose of Sub-Clause 13.1.2, a dispute shall be deemed to arise when one party serves on the other party a notice in writing (hereinafter call a “Notice of Dispute”) stating the nature of the Dispute provided that no such notice shall be served later than 28 days after the termination/surrender/completion of contract as advised/intimated by DMRC to the licensee.

13.1.3 Two stages for Dispute Resolution

Dispute shall be settled through two stages:

a. Conciliation procedures as established by “The Arbitration and Conciliation Act – 1996” & amended by the Arbitration & Conciliation (Amendment) Act, 2015 and any statutory modification or re-enactment thereof and in accordance with the Clause. In the event this procedure fails to resolve the Dispute then;

b. Arbitration procedures undertaken as provided by “The Arbitration and Conciliation Act – 1996” & amended by the Arbitration & Conciliation (Amendment) Act, 2015 and any statutory modification or re-enactment thereof and in accordance with the Clause.

13.1.4 Conciliation

Within 60 days of receipt of Notice of Dispute, either party shall refer the matter in dispute to conciliation. Conciliation proceedings shall be initiated within 30 days of one party inviting the other in writing to Conciliation. Conciliation shall commence when the other party accepts in writing this invitation. If the invitation is not accepted then Conciliation shall not take place. If the party initiating conciliation does not receive a reply within 30 days from the date on which he sends the invitation he may elect to treat this as a rejection of the invitation to conciliate and inform the other party accordingly.
The Conciliation shall be undertaken by one Conciliator selected from a panel of Conciliators maintained by the DMRC. The Conciliator shall assist the parties to reach an amicable settlement in an independent and impartial manner.

### 13.1.5 Conciliation Procedure

The DMRC shall maintain a panel of Conciliators, who shall be from serving or retired engineers of Government Departments, or of Public Sector Undertakings. Out of this panel, a list of three Conciliators shall be sent to the licensee who shall choose one of them to act as Conciliator and conduct Conciliation proceedings in accordance with “The Arbitration and Conciliation Act, 1996” of India & amended by the Arbitration & Conciliation (Amendment) Act, 2015 and any statutory modification or re-enactment thereof.

There will be no objection if conciliator so nominated is a serving employee of DMRC who would be Deputy HOD level officer and above.

The DMRC and the licensee shall in good faith co-operate with the Conciliator and, in particular, shall endeavour to comply with requests by the Conciliator to submit written materials, provide evidence and attend meetings.

Each party may, on his own initiative or at the invitation of the Conciliator, submit to the Conciliator suggestions for the settlement of the dispute.

When it appears to the Conciliator that there exist elements of a settlement which may be acceptable to the parties, he shall formulate the terms of a possible settlement and submit them to the parties for their observations. After receiving the observations of the parties, the Conciliator may reformulate the terms of a possible settlement in the light of such observations.

If the parties reach agreement on a settlement of the dispute, they may draw up and sign a written settlement agreement. If requested by the parties, the Conciliator may draw up, or assist the parties in drawing up, the settlement agreement. When the parties sign the settlement agreement, it shall be final and binding on the parties and persons claiming under them respectively.

The Conciliator shall authenticate the settlement agreement and furnish a copy thereof to each of the parties. As far as possible, the conciliation proceedings should be completed within 60 days of the receipt of notice by the Conciliator.

The parties shall not initiate, during the conciliation proceedings, any arbitral or judicial proceedings in respect of a dispute that is the subject matter of the conciliation proceedings.

### 19.1.6 Termination of Conciliation Proceedings

The conciliation proceedings shall be terminated:

- **a)** By the sign of settlement agreement by the parties on the date of agreement; or
- **b)** By written declaration of the conciliator, after consultation with the parties, to the effect further efforts at conciliation are no longer justified, on the date of declaration; or
- **c)** By a written declaration of the parties to the conciliator to the effect that the conciliation proceedings are terminated, on the date of declaration; or
d) By a written declaration of a party to the other party and the conciliator, if appointed, to the effect that the conciliation proceedings are terminated, on the date of declaration.

Upon termination of the conciliation proceedings, the conciliator shall fix the costs of the conciliation and give written notice thereof to the parties. The costs shall be borne equally by the parties unless settlement agreement provides for a different apportionment. All other expenses incurred by a party shall be borne by that party.

13.2 Arbitration

If the efforts to resolve all or any of the disputes through conciliation fails, then such disputes or differences, whatsoever arising between the parties, arising out of touching or relating to construction/manufacture, measuring operation or effect of the contract or the breach thereof shall be referred to Arbitration in accordance with the following provisions:

a. Only such dispute(s) or difference(s) in respect of which notice has been made but could not be settled through Conciliation, together with counter claims or set off, given by DMRC, shall be referred to Arbitration. Other matters shall not be included in the reference.

b. The Arbitration proceedings shall be assumed to have commenced from the day, a written and valid demand for arbitration is received by General Manager/Property Business on behalf of MD/DMRC at the following address:

General Manager (Property Business)  
DMRC, 3rd Floor, A Wing,  
Metro Bhawan, Fire Brigade Lane,  
Barakhamba Road, New Delhi -110001  
Email Id: gmpb@dmrc.org  
Phone No: 011-23418417

c. The disputes so referred to arbitration shall be settled in accordance with the Indian Arbitration & Conciliation Act, 1996 & amended by the Arbitration & Conciliation (Amendment) Act, 2015 and any statutory modification or re-enactment thereof.

Further, it is agreed between the parties as under:

13.2.1 Number of Arbitrators: The arbitral tribunal shall consist of:

1. Sole Arbitrator in cases where the total value of all claims in question added together does not exceed Rs. 2.00 crores;

2. (Three) arbitrators in all other case.

13.2.2 Procedure for appointment of Arbitrators: The arbitrators shall be appointed as per following procedure:
i) In case of Sole Arbitrator: Within 60 days from the day when a written and valid demand for arbitration is received by General Manager/Property Business on behalf of MD/DMRC, the DMRC will forward a panel of 03 names to the licensee. The licensee shall have to choose one Arbitrator from the panel of three, to be appointed as Sole Arbitrator within 30 days of dispatch of the request by the DMRC. In case the licensee fails to choose one Arbitrator within 30 days of dispatch of the request of the DMRC then MD/DMRC shall appoint anyone Arbitrator from the panel of 03 Arbitrator as sole Arbitrator.

ii) In case of 3 Arbitrators:
   a) Within 60 days from the day when a written and valid demand for Arbitration is received by General Manager/Property Business on behalf of MD/DMRC, the DMRC will forward a panel of 05 names to the licensee. The licensee will then give his consent for any one name out of the panel to be appointed as one of the Arbitrators within 30 days of dispatch of the request by DMRC.
   b) DMRC will decide the second Arbitrator, MD/DMRC shall appoint the two Arbitrators, including the name of one Arbitrator for whom consent was given by the licensee within 30 days from the receipt of the consent for one name of the Arbitrator from the licensee. In case the licensee fails to give his consent within 30 days of dispatch of the request of the DMRC then MD/DMRC shall nominate both the Arbitrators from the panel.
   c) The third Arbitrator shall be chosen by the two arbitrators so appointed by the parties out of the panel of 05 Arbitrators provided to licensee or from the larger panel of Arbitrators to be provided to them by DMRC at the request of two appointed Arbitrators (if so desired by them) and who shall act as Presiding Arbitrator. In case of failure of the two appointed Arbitrators to reach upon consensus within a period of 30 days from their appointment, then, upon the request of either or both parties, the Presiding Arbitrator shall be appointed by the Managing Director / DMRC, New Delhi.
   d) If one or more of the Arbitrators appointed as above refuses to act as Arbitrator, withdraws from his office as Arbitrator, or vacates his/their office/offices or is /are unable or unwilling to perform his functions as Arbitrator for any reason whatsoever or dies or in the opinion of the MD/DMRC fails to act without undue delay, the MD/DMRC shall appoint new Arbitrator / Arbitrators to act in his/their place except in case of new Presiding Arbitrator who shall be chosen following the same procedure as mentioned in (ii) (c) above. Such re-constituted Tribunal may, at its discretion, proceed with the reference from the stage at which it was left by the previous Arbitrator(s).
   e) The DMRC at the time of offering the panel of Arbitrator(s) to be appointed as Arbitrator shall also supply the information with regard to the qualifications of the said Arbitrators nominated in the panel along with their professional experience, phone nos. and addresses to the licensee.
13.2.3 Qualification and Experience of Arbitrators (to be appointed as per sub-clause 13.2.2 above): The Arbitrators to be appointed shall have minimum qualification and experience as under:

Arbitrator shall be:

A working / Retired Officer (not below E-8 grade in a PSU with which DMRC has no business relationship) of any discipline of engineering or Accounts / Finance department, having experience in Contract Management of Construction Contracts; or

A Retired Officer (retired not below the SAG level in Railways) of any engineering Services of Indian Railways or Indian Railway Accounts Service, having experience in Contract Management of Construction Contracts; or a Retired Officer who should have retired more than 3 years previously from the date of appointment as Arbitrator (retired not below E-8 grade in DMRC or a PSU with which DMRC has a business relationship) of any Engineering discipline or Accounts / Finance department, having experience in Contract Management of Construction Contracts or retired judge of any High Court or Supreme Court of India or reputed Chartered Accountant & should be member of ICAI, New Delhi. No person other than the persons appointed as per above procedure and having above qualification and experience shall act as Arbitrator.

13.2.4 No new claim shall be added during proceedings by either party. However, a party may amend or supplement the original claim or defence thereof during the course of arbitration proceedings subject to acceptance by Tribunal having due regard to the delay in making it.

13.2.5 Neither party shall be limited in the proceedings before such arbitrator(s) to the evidence or arguments put before the General Manager/Property Business for the purpose of obtaining his decision. No decision given by the General Manager/Property Business in accordance with the foregone provisions shall disqualify him from being called as a witness and giving evidence before the arbitrator(s) on any matter, whatsoever, relevant to dispute or difference referred to arbitrator/s. Neither party shall be limited in the proceedings before such arbitrators to the evidence nor did arguments previously put before during settlement through Conciliation proceedings.

13.2.6 It is agreed by both the parties that in the cases where Arbitral Tribunal is consist of sole Arbitrator, their disputes shall be resolved by fast tract procedure specified in Sub-Clause (3) of 29B of the Arbitration and Conciliation (Amendment) Act, 2015 or as amended up to date.

13.2.7 In the licensee(s) does/do not prefer his/their specific and final claims in writing, within a period of 28 days of receiving the intimation from the DMRC about the termination/surrender/completion of contract, he/they will be deemed to have waived his/their claim(s) and the DMRC shall be
discharged and released of all liabilities under the contract in respect of these claims.

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

13.2.9 The Arbitral Tribunal should record day to day proceedings. The proceedings shall normally be conducted on the basis of documents and written statements. All arbitration awards shall be in writing and shall state item wise, the sum and detailed reasons upon which it is based. A model time schedule for conduct of Arbitral proceedings in a period of 180 days / 365 days will be made available to Arbitral tribunal for their guidance. Both the parties should endeavour to adhere to time schedule for early finalization of award.

13.2.10 The award of the sole Arbitrator or the award by majority of three arbitrators as the case may be shall be binding on all parties. Any ruling on award shall be made by a majority of members of Tribunal. In the absence of such a majority, the views of the Presiding Arbitrator shall prevail.

13.2.11 A party may apply for correction of any computational errors, any typographical or clerical errors or any other error of similar nature occurring in the award of a tribunal and interpretation of specific point of award to tribunal within 60 days of the receipt of award.

13.2.12 A party may apply to tribunal within 60 days of receipt of award to make an additional award as to claims presented in the arbitral proceedings but omitted from the arbitral award.

13.3 Interest on Arbitration Award

Where the arbitral award is for the payment of money, no interest shall be payable on whole or any part of the money for any period, till the date on which the award is made.

13.4 Cost of Conciliation / Arbitration

The fees and other charges of the Conciliator / Arbitrators shall be as per the scales fixed by the DMRC from time to time irrespective of the fact whether the Arbitrator(s) is /are appointed by the DMRC or by the Court of Law unless specifically directed by Hon’ble Court otherwise on the matter, and shall be shared equally by the DMRC and the licensee. However, the expenses incurred by each party in connection with the preparation, presentation will be borne by itself. The latest scale of fee & other charges fixed by DMRC are as per Schedule-D enclosed.
13.5 Jurisdiction of Courts

Where recourse to a Court is to be made in respect of any matter, the court at Delhi/New Delhi shall have the exclusive jurisdiction to try all disputes between the parties.

13.6 Suspension of Work on Account of Arbitration

During the pendency of Arbitration/Conciliation proceedings, the licensee shall continue to perform and make due payments due to DMRC as per license agreement.

Encl: Schedule D
### SCHEDULE D (PART-A)

Fee of the External Arbitrators Dealing with Arbitration Cases

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Description</th>
<th>Maximum amount payable per External Arbitrator, per case</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td><strong>Arbitration Fee</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Refer section 11(14)- The fourth schedule of “The Arbitration and Conciliation (Amendment) Act, 2015”</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Sum in Dispute*</td>
<td>Model Fee</td>
</tr>
<tr>
<td></td>
<td>Up to Rs. 5.00 lakh</td>
<td>Rs. 45,000</td>
</tr>
<tr>
<td></td>
<td>Above 5.00 lakh and up to Rs. 20.00 lakh</td>
<td>Rs. 45,000 plus 3.5% of the claim amount over and above Rs. 5.00 lakh</td>
</tr>
<tr>
<td></td>
<td>Above Rs. 20.00 lakh and up to Rs. 1.00 crore</td>
<td>Rs. 97,500 plus 3% of the claim amount over and above Rs. 20.00 lakh</td>
</tr>
<tr>
<td></td>
<td>Above Rs. 1.00 crore and up to Rs. 10.00 crore</td>
<td>Rs. 3,37,500 plus 1% of the claim amount over and above Rs. 1.00 crore</td>
</tr>
<tr>
<td></td>
<td>Above Rs. 10.00 crore and up to Rs. 20.00 crore</td>
<td>Rs. 12,37,500 plus 0.75% of the claim amount over and above Rs. 10.00 crore</td>
</tr>
<tr>
<td></td>
<td>Above 20.00 crore</td>
<td>Rs. 19,87,500 plus 0.5% of the claim amount over and above Rs. 20.00 crore with a ceiling of Rs. 30.00 lakh.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>* Ceiling limit of Rs. 30.00 lakh is inclusive of Rs. 19,87,500/-</td>
</tr>
<tr>
<td></td>
<td></td>
<td>* Sum in dispute mentioned above shall include any counter claim made by a party also.</td>
</tr>
<tr>
<td></td>
<td><strong>Note</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td>1. In the event, the arbitral tribunal is a sole arbitrator; he/she shall be entitled to an additional amount of twenty five percent on the fee payable as above.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>2. The fee shall be conveyed to Arbitrator(s) at the time of issuing the appointment letter.</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td><strong>Secretarial Assistance &amp; incidental charges</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td>(telephone, fax, postage, etc.)</td>
<td>Rs. 20,000/- per case, payable to sole arbitrator or presiding arbitrator only on behalf of Arbitral Tribunal, in case where Secretariat Assistant / Personal Assistant is arrange by sole Arbitrator/Arbitral Tribunal at their own Or</td>
</tr>
<tr>
<td></td>
<td></td>
<td>INR 10,000/- per case, payable to sole Arbitrator or presiding Arbitrator only on behalf of Arbitral Tribunal, in cases where Secretariat Assistant/Personal Assistant is provided by DMRC on the request of sole Arbitrator / Arbitral Tribunal. In such cases, Secretariat Assistant/Personal Assistant shall be paid @ INR 1000/- per hearing/meeting held in DMRC premises based on certification by sole Arbitrator or presiding Arbitrator of Arbitral Tribunal.</td>
</tr>
<tr>
<td>3.</td>
<td><strong>Other Expenses</strong> (actual against bills subjected to the prescribed ceiling) applicable for the days of hearing only</td>
<td></td>
</tr>
<tr>
<td></td>
<td>i) <strong>Travelling Expenses</strong></td>
<td>Economy Class (by Air), First Class AC (by train) and AC car (by road)</td>
</tr>
<tr>
<td></td>
<td>ii) <strong>Lodging and Boarding</strong></td>
<td>a) Rs. 15,000/- per day (in metro cities)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>b) Rs. 7,500/- per day (in other cities)</td>
</tr>
</tbody>
</table>
|        |                                                   | c) Rs. 3,000/- per day, if any arbitrator makes their own
local travel charges Rs. 2,000/- per day of hearing / meeting

5. providing facilities of hearing rooms, for arbitration hearings & secretarial assistance, etc. Meeting Room shall be provided by DMRC, otherwise 5,000/- per day of hearing / meeting of Arbitration.

Note:-
1. The above fee is not applicable to the officers of DMRC on panel.
2. Lodging, boarding and travelling expenses shall be allowed only for those members who are residing 100 KMS. Away from place of meeting.
3. Delhi, Mumbai, Chennai, Kolkata, Bangalore and Hyderabad shall be considered as metro cities.
### SCHEDULE D (Part B)

Fee of the External Conciliator dealing with Conciliation Cases

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Description</th>
<th>Maximum amount payable per External Conciliator, per case</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Conciliation Fee</td>
<td>Rs. 20,000/- per hearing (to be equally shared by both the parties) subject to a maximum of 4.00 lakh per case</td>
</tr>
<tr>
<td>2.</td>
<td>Reading charges/studying of documents</td>
<td>Rs. 20,000/- per case including counter claim, etc.</td>
</tr>
<tr>
<td>3.</td>
<td>Secretarial Assistance &amp; Incidental Charges (telephone, fax, postage, etc.)</td>
<td>Rs. 20,000/- per case</td>
</tr>
<tr>
<td>4.</td>
<td>Charges for preparing &amp; issuing of Settlement Agreement</td>
<td>Rs. 25,000/-</td>
</tr>
<tr>
<td>5.</td>
<td>Other expenses (actual against bills subject to the prescribed ceiling)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>applicable for the days of hearing only</td>
<td></td>
</tr>
<tr>
<td></td>
<td>i) Travelling Expenses</td>
<td>Economy Class (by Air), First Class AC (by train) and AC Car (by road)</td>
</tr>
<tr>
<td></td>
<td>ii) Lodging and Boarding</td>
<td>a) Rs. 15,000/- per day (in metro cities)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>b) Rs. 7,500/- per day (in other cities)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>c) Rs. 3,000/- per day, if any arbitrator makes their own arrangements</td>
</tr>
<tr>
<td>7.</td>
<td>Local Travel Charges</td>
<td>Rs. 2,000/- per day of hearing / meeting</td>
</tr>
<tr>
<td>7.</td>
<td>Providing facilities of hearing rooms, for arbitration hearings &amp; secretarial assistance, etc.</td>
<td>Meeting Room shall be provided by DMRC, otherwise 5,000/- per day of hearing / meeting of Arbitration.</td>
</tr>
</tbody>
</table>
## SCHEDULE D (Part C)

Fee Structure for Departmental (DMRC) Conciliators dealing with Conciliation Cases

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Description</th>
<th>Maximum amount payable per Conciliator, per case</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Conciliator Fee</td>
<td>Rs. 5,000/- per sitting (to be equally shared by both parties) subject to ceiling as prescribed below:</td>
</tr>
<tr>
<td></td>
<td></td>
<td>S. No.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>1.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>3.</td>
</tr>
<tr>
<td></td>
<td>Note:</td>
<td>The above fee is for hearings and includes a maximum of 3 internal meetings held at DMRC office by the Conciliators for finalization of award without the presence of the parties involved.</td>
</tr>
<tr>
<td>2.</td>
<td>Reading Charges/Studying of Documents</td>
<td>Rs. 5,000/- per Conciliator per case including counter claim</td>
</tr>
<tr>
<td>3.</td>
<td>Secretarial Assistance &amp; Incidental Charges (telephone, faix, postage, messenger, etc.)</td>
<td>Rs. 10,000/- per case</td>
</tr>
<tr>
<td>4.</td>
<td>Charges for publishing settlement agreement</td>
<td>Rs. 10,000/- per case</td>
</tr>
</tbody>
</table>
13.7 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.

13.8 Miscellaneous

13.8.1 Insurance and Waiver of Liability- The Licensee will bear the cost, throughout the term of the License, for a comprehensive general liability insurance covering injury to or death of any person(s) while working in DMRC premises, including death or injury caused by the sole negligence of the Licensee or the Licensee’s failure to perform its obligations under the agreement. 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 DMRC harmless against any liability, losses, damages, claims, expenses suffered by DMRC because of such default by the Licensee.

13.8.2 The Licensee shall comply with all the provisions of 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. Licensee will indemnify DMRC Administration for any loss and damages suffered due to violation of its provision.

13.8.3 The Licensee shall comply with the laws of land including Delhi Pollution Control Board guidelines regarding advertisement/display. DMRC will not be held liable for any change/modification in the laws that adversely affect this Agreement. Licensee shall have no right / claim in this regard, whatsoever the reason may be.

13.8.4 The Licensee will not ask for any claim or seek any compensation from DMRC if any installation of equipment at licensed premises at any station is not permitted due to court order/local laws/civil authorities.

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

13.8.6 The Licensee hereby agrees that DMRC shall have no responsibility as regards Licensee employees and the employees shall be the employees of Licensee only and shall not be construed under any circumstances as employees of DMRC. Licensee hereby indemnifies DMRC against the claims made by Licensee’s employees against DMRC.

13.8.7 The Licensee hereby undertakes to discharge all statutory obligations and liabilities in connection with employment of its personnel in the said premises. Licensee hereby indemnifies DMRC against any liability arising in connection with the employment of its personnel in the said premises by Licensee. Licensee hereby undertakes to carry out police verification of its employees and submit the copy of same to Property Business Wing of DMRC in accordance with DMRC’s policies regulations prevalent at that time.

13.8.8 That no tenancy/sub-tenancy is being created by DMRC in favour of Licensee under or in pursuance of this Agreement and it is distinctly & clearly understood, agreed & declared by and between the parties hereto that: -

a) That the Licensee shall not have or claim any interest in the said premises as a tenant/ sub-tenant or otherwise:
b) That no right as a tenant/sub-tenant or otherwise is purported or intended to be created or transferred by DMRC in favour of Licensee in or in respect of the said premises, except to carry out their activities over the granted space under this License Agreement; and

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

13.8.9 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 to business to be operated by Licensee at the said premises.

13.8.10 Licensee shall bear all salaries, wages, bonuses, payroll taxes or accruals including gratuity, superannuating, pension and provident fund contributions, contributions to worker’s compensations funds and employees state insurance and other taxes and charges and all fringe and employee benefits including statutory contributions in respect of such personnel employed/deployed by the Licensee and these personnel shall at no point of time be construed to be employees of DMRC and the Licensee shall be solely responsible for compliance with all labour laws which shall include all liabilities of the Provident Fund Act, ESI Act, Workmen’s compensation Act, Minimum Wages Act and other Labour Welfare Act in respect of its personnel. The Licensee shall indemnify DMRC from any claims that may arise in connection with above.

13.8.11 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, within 45 days of handing over of the stations, submit the details/Bio data of personnel, it intends to employ/deploy for carrying out the work of equipment installation. 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) to DMRC. All the Licensee’s personnel shall be required to possess ID card 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.

13.8.12 Misuse: - The licensee shall use the granted space under the agreement only for those services provided therein and shall not use the same for any other purposes. In case, the licensee carries on any business or uses the said premises for any other purposes the license shall deemed to have been misused and DMRC (Licensor) shall immediately terminate the said agreement. All liabilities for misused charges and mis-user proceedings, if so initiated shall be that of the licensee only. The Licensee will indemnify and keep indemnified DMRC for any losses on this account.
13.8.13 Compliance with the Law: - The premises and the fixtures and the appurtenances thereto (except those installed by DMRC) conform to every applicable requirement of law or duly constituted authority or the requirements of the carriers of all insurance on or relating to the licensed premises. The LICENSEE at its sole risk and expense, at all times during the term thereof promptly comply with all such requirements. The LICENSEE shall comply with all applicable statutes, ordinances, rules and regulations of central, state governments, municipal bodies, and all applicable rules and also regulations of the Delhi Fire department. The licensee shall also comply with all rules and regulations under the Metro Railways (Operations and Maintenance) Act 2002 and also to instructions issued from time to time from the O/o General manager/Property Business i.e. Property Business Cell, DMRC. Non – compliance with rules/ regulations/ notices and laws may be treated as breach of contract and may lead to termination of contract and forfeiture of interest free security deposit and other payments. Licensee shall comply with and abide by the judgments passed from time to time by Hon’ble Supreme Court / High Court or any other judicial / quasi judicial body / authority. The same shall be the responsibility of licensee.

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

14 Notices

14.1 That any notice to be served upon DMRC shall be sufficiently served and given if delivered to- “General Manager/Property Business, 3rd Floor, A Wing, Metro Bhawan, Fire Bridge Lane, Barakhamba Road, New Delhi-110 001”

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

14.3 That any notice or correspondence under the terms of this License shall be in writing by registered post/ Speed Post/ Courier or delivered personally. All activities including day to day management, billing, cancellation/termination/surrender etc. shall be carried out from the office of the General Manager/Property Business or by his duly authorized representative.

14.4 Only written instructions/ notices of any party 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.

……-……-2020
{……………………}……-……- 2020
FOR AND ON BEHALF OF DELHI
Authorized Signatory.
METRO RAIL CORPORATION
FOR AND ON BEHALF OF
LIMITED LICENSEE

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

--------------------------
DMRC

--------------------------
LICENSEE
CHAPTER: 14

REPRESENTATIONS AND WARRANTIES

14.1 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 Bare 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.

14.2 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.

14.3 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 (as feasible), if required by Licensee for seeking any permission pertaining to various activities from any Government Agency.
CHAPTER 15

MISCELLANEOUS

15.1 All penalty amounts stipulated in the License Agreement shall become double after completion of every three (3) years from the date of commencement of License Agreement on rolling basis.

15.2 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.

15.3 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.

15.4 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 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 installation)and it 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.

15.5 Signage:

a) The Licensee shall have the right to display signage(s) of suitable size with prior approval of DMRC for displaying their generic name at 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. However, separate space for generic signage may be provided at ground level subject to feasibility.

b) No advertisement in any format shall be permitted in/ in the Licensed Space.

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

15.6 Notices:

DMRC and Licensee voluntarily and unequivocally agrees –

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

   “General Manager/Property Business,
   3rd Floor, A Wing, Metro Bhawan,
   Fire Bridge Lane, Barakhamba Road,
   New Delhi-110 001”

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

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 General Manager/Property Business or by his duly authorized representative. All Notice shall be addressed as above:

d) No instruction/ notice of any party if not communicated in writing, shall be entertained by the other party.
Bid for Licensing of Bare Space/s to operate a banking retail outlet/s by placement of ATM at 64 Metro Stations on All operational lines throughout DMRC network

(Annexures to DLA)

Name and address of the Bidder to whom issued:

.................................................................

.................................................................

.................................................................

.................................................................

.................................................................

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

Issued by.......................
### Annexure-I

#### Detail of spaces for licensing to operate a banking outlet by placement of an ATM

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Name of Metro Station/Site</th>
<th>Line</th>
<th>Area (in Sqm)</th>
<th>Reserve Price/Rs./sqm/month (excluding GST)</th>
<th>Bid Security/Earnest Money Deposit (EMD) in Rs.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Shaheed Sthal New Bus Adda</td>
<td>1</td>
<td>4</td>
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Note-1: Area indicated above is approximate. Actual area measured at the time of handing over shall be final. If there is any variation in the area, the license fee and other dues shall be charged for actual area handed over subject to minimum of 04 sqm per ATM.

Note-2: The bare space/s offered on license basis is available on ‘as is where is basis’. The bare space/s can be utilized to operate a banking retail outlet/s by placement of ATM.

Note-3: All the ATM sites have standard area of 04 sqm. In order to ease the fabrication/ refurbish of ATM sites, a standard design of ATM has been made and indicated in Annexure-9. However, licensee is at liberty to either install stand alone ATM machine/s or Porta Cabin, but, in case licensee uses less than 4 sqm area, then licensee shall be charged 4 sqm and in case licensee uses more than 4 sqm area then actual area shall be charged.

Note-4: Bidders who propose to download and use this Bid document are required to collect the Site plan for the above bare space/s from the office of the Sr.DGM/PB, DMRC Ltd, 3rd Floor, A-Wing, Metro Bhawan, Fire Brigade Lane, Barakhambra 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 plans are to be duly signed and submitted along with the Bid.
LIST OF USAGES BANNED/ NEGATIVE LIST

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

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

3. Outlets/Shops exclusively selling liquor & alcohol based beverages or drinks are not permitted except for Restaurant cum Bar with serving of liquor.

4. Sale of tobacco and tobacco products.

5. Coal based cooking strictly prohibited. However, provision of Gas Bank/ PNG is subject to availability and technical feasibility.

6. Advertisement at any location and in any format.

7. Banqueting and similar activities.

8. Note: The licensed space shall exclusively be used for installation and operation of an ATM only.
Annexure-III

No. ......................................................
Dt. __/___/____

Undertaking regarding payments though RTGS/NEFT/ECS mode in PB Agreement

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 RTGS, NEFT or IMPS only and 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 within two working days within the receipt of aforesaid intimation.

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 provisions of contract.
   b.) In case of receipt of payment with incomplete details payment received shall be adjusted /allocated in the following order:
      i) All the statutory dues/ Taxes shall be adjusted first.
      ii) All payments made by DMRC on behalf of Licensee/ party/ company such as water/ electricity/ maintenance charges/ annual maintenance charges etc. shall be adjusted after the adjustment statutory dues/ Taxes as mentioned in Pt. No. 4.b.i above.
      iii) All previous outstanding dues existing on date of receipt of payment including interest/ penalty imposed.
      iv) Sum remaining after adjustments as per items No. (i) to (iii) above shall be adjusted against lease rent/ space rent/ license fee as per the terms of contract.
      v) In case amount received is even shorter than statutory dues, the Licensee shall be liable to pay all the penalties as declared/ decided by the statutory bodies or as applicable under the provisions of law. In addition to this, Licensee/ party/ company shall also attract penalties as per the provisions of license agreements. Repeated violations of aforesaid instructions shall be treated as non performance/ breach of agreement and under the provisions
of license agreement may attract maximum penalty of termination of license agreement.

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

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

Date: _____/_____/_______
FORMAT FOR INTIMATION FOR DEPOSITION OF PAYMENTS VIA RTGS/NEFT/ECS IN PD CONTRACTS

1. Name and address of client / Licensee____________________________________________________

2. Customer ID ______________________________________________________________

3. Lease out No _________________________________________________________________

4. Invoice No. and Date __________________________________________________________

5. Period of Invoice _____________________________________________________________

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

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description/Head details</th>
<th>Period</th>
<th>Amount</th>
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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
- Union Bank of India, Branch at F-14/15, Connaught Place, New Delhi-110001,
  IFSC Code UBIN0530786, MICR Code 11002006, Account No. 307801110050003.
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
FORMAT FOR APPROVAL FOR SUBMISSION OF PAYMENTS VIA RTGS/NEFT/ECS IN PB CONTRACTS

To,
Delhi Metro Rail Corporation Ltd.
O/o- General Manager/ ______________.
3rd Floor, Metro Bhawan,
Barakhamba Road,
Delhi – 110001

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

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

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

Thanking you

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

To be filled by DMRC Officials

On the request for the ______________________________(name of Licensee/ party/ company), they are allowed to deposit the payment via RTGS/ NEFT/ ECS mode in DMRC’s authorized bank name and account No. to which payments to be made –

- Union Bank of India, Branch at F-14/15, Connaught Place, New Delhi-110001,
  IFSC Code UBIN0530786, MICR Code 110026006, Account No. 307801110050003

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

Rules and Guidelines for Release of Electric Power

1. Electric power required for commercial activity within footprint of metro station is required to be sourced from existing available source of DMRC at station; availing power supply from outside agencies in DMRC is not permitted. The disbursement of power at different stations shall be dealt with individually under separate connections.

2. The power supply connection released for commercial activity shall be from the available DMRC power network, which is reliable having adequate redundancy. DG supply will not be made available. The power fed shall be from normal source without backup network, licensees may however, provide UPS / Inverter at their cost if they so desire.

3. Underground metro stations are already air-conditioned and hence separate AC may not be required. In underground stations, installation of window / split AC generally are not permitted, in case of A/C requirement tapping of connection from chilled water line shall be given on chargeable basis subject to availability of spare capacity with DMRC and DMRC reserve the right for releasing spare chilled water capacity to the licensee. BTU meter will be provided by licensee for charging the electricity of delivering tonnage to licensee by applying suitable conversion formula; The work regarding the air-conditioning which includes tapping the water from the DMRC chilled water pipe line, AHUs, FCUs and other necessary installation for airconditioning shall be done by Licensee. Generally the operating timing of chiller at underground metro station is from 0800 Hrs to 2130 Hrs. However, for elevated stations licensee may provide AC at his own cost conforming to detailed specifications attached at Annexure-IV D.

4. DMRC will attempt to provide electricity at the point nearest to location after getting application as per Annexure-A; licensee is required to undertake electrical work for extension of power from nominated source and as per cable layout plan released by Electrical O&M at the time of load sanction under DMRC supervision and complying all codal provisions listed DMRC specifications as per Annexure C, & upon payment of requisite fees of Rs. 10,000/- per feeder (one feeder with energy meter).

5. DMRC provides power supply (Temporary/Permanent) up to leased premises on chargeable basis. Subject to completion of following work by the Licensee.
   - Supply and laying of cable including end termination of suitable size (rating suitable for allowable electric load) with FRLS cable for RC section and LSZH cable for UG section (from source to nearest point) as per standard specifications.
   - Supply and fixing of meter box, energy meter with all necessary electrical safety equipment.
   - Licensee shall extend power supply from this Meter box at his own cost and work will be done by electrical contractor having a valid Electrical contractor certificate issued by Govt. of Delhi and NCR and shall provide installation last report as per Annexure-B. List of approved makes and specifications to be complied for carrying out electrical works inside leased premises are mentioned in Annexure-C. Licensee is also required to comply with necessary provision for fire safety in accordance with stipulations attached at Annexure-E. The work
executed by licensee shall be inspected by DMRC representative for ensuring compliance of specifications / stipulations of contract.

5. At the end of the contract (pre-mature surrender/termination, natural completion, etc.) all cable, energy meter, can be taken back by licensee without damaging any of the connected DMRC accessories i.e. cable trays, and false ceiling etc.

6. **Temporary Power supply for fitment of leased area:**

   a) If licensee desires they may seek an electrical connection for carrying out fitment of leased area only for limited period. At the request of licensee, Electrical O&M shall permit temporary electricity connection for fitment period. The electricity supplied during the period shall be charged as per the prevalent DISCOM guidelines for charges pertaining to temporary supply. The arrangement for availing temporary supply i.e. supply & installation of energy meters, cables, related switchgears etc. (as per DMRC specification at Annexure C) shall be responsibility of the licensee. DMRC shall only provide the tapping point from where supply to be extended. In order to avail the temporary supply the Licensee shall give written request to Electrical O&M through concerned controlling department. DMRC shall provide a Temporary Load of minimum 1KVA or up to 2 KVA for every 100 sq meter or proportionate with respect to of leased area. If the licensee desires to have excess load than specified above then excess power of 10 KVA may also be granted with the prior approval of Electrical /O&M.

   b) If even after the completion of the fitment period if the licensee does not apply for permanent supply with all the electrical and fire safety compliances then maximum permissible time of 60 days shall be granted to the licensee on the previously approved temporary Load. No extra load/Permanent Load shall be granted till all the safety compliances are complied. After 60 days of the fitment period, PD/PB department shall ensure that no any commercial activity is further permitted till the compliances of the electrical and fire safety issues.

8. **Procedure for release of Permanent supply:**

The Permanent load shall be supplied normally at the rate of 0.2 KVA/sq. m. of space licensed out in case of Underground station and 0.5 KVA/ per sq. m in case of elevated station. The excess power if required may be granted subject to availability of spare load with DMRC. The load shall be given after ensuring all safety compliance and completion of electrical and fire safety works as per Annexure- E in leased premises in all respect i.e. complying to the necessary stipulations as specified in these documents, other relevant contract documents, applicable standards and ensuring that work executed by licensee is aesthetically pleasant. Format of application for electric connection and lists of document required is attached at Annexure-A.

9. TARIFF: Rate of electricity shall be charged from licensee which is applicable for concerned DISCOM from where DMRC is sourcing power.
Format of Application for Power Supply

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Name and Address of Licensee: -</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Items</td>
</tr>
<tr>
<td>1</td>
<td>Station Name</td>
</tr>
<tr>
<td>2</td>
<td>Reference to allotment letter (Copy to be attached)</td>
</tr>
<tr>
<td>3</td>
<td>Load Requirement</td>
</tr>
<tr>
<td>4</td>
<td>Details of submission of Advance Consumption Deposited as per load</td>
</tr>
<tr>
<td>5</td>
<td>Details of Cable installed along with earthing (Make and rating) Attach cable test report</td>
</tr>
<tr>
<td>6</td>
<td>Details of MCCB/MCB installed (make and rating)</td>
</tr>
<tr>
<td>7</td>
<td>Details of ELCB installed (make and rating)</td>
</tr>
<tr>
<td>8</td>
<td>Details of MDI / TOD Energy meter installed (Make and rating)</td>
</tr>
<tr>
<td>9</td>
<td>Attach Original Meter Test Report</td>
</tr>
<tr>
<td>10</td>
<td>Energy Meter Sealed, if Yes Meter Seal No.</td>
</tr>
<tr>
<td>11</td>
<td>Please confirm whether lockable meter box with earthing has been provided and sealed by DMRC representative.</td>
</tr>
<tr>
<td>12</td>
<td>Attach Cable layout plan (released by Electrical O&amp;M)</td>
</tr>
<tr>
<td>13</td>
<td>Attach Electrical Declaration on Rs.100/- Non-judicial Stamp paper As per Annexure - F or G.</td>
</tr>
<tr>
<td>14</td>
<td>Please confirm whether fire extinguisher have been provided with make &amp; specification</td>
</tr>
<tr>
<td>15</td>
<td>All debris, waste material have been removed from installation</td>
</tr>
</tbody>
</table>

**Procedure**

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

2. Electrical Department shall carry out inspection as per prescribed Performa at site and if found complied, permanent electric connection shall be released. Fire compliance depends on the size of PB/PD property premises, so detailed Fire inspection Performa is placed at Table-2 (Annexure-A).

3. Before execution of electrical work, licensee shall get inspected it's all material form E&M supervisor and licensee shall submit all corroborated documents regarding specifications as mentioned in Annexure-A.
### Electrical Installation Test Report

<table>
<thead>
<tr>
<th>S.N.</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</td>
<td>(Manufacturer’s test report is to be enclosed)</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 energization.

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

Seal & Signature of the Licensee  
Seal & Signature of Electrical Contractor  
*(Holding Valid Govt. License)*
SPECIFICATIONS FOR ELECTRICAL WORKS

1. Licensee is required to obtain prior approval of DMRC before carried out any work pertaining to electrical & fire. 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 be given in single phase & in case of underground stations load upto 5KVA shall be given in single phase. Load above this it shall only be given in three phase. License is required to balance load at his end so that no unbalancing occurs at DMRC end.

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

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

5. The meter along with MCB-& ELCB box will be metallic and without any holes. DPMCB & 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-1

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

7. Licensee will provide a separate protection for their electric requirement with proper discrimination with upstream breaker.

8. All materials specification must follow standards, codes and specification as specified in Annexure-C, Table-1 Annexure -C/I.

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>
<thead>
<tr>
<th>Power Requirement (KVA)</th>
<th>Rating of MCB (A, 10kA)</th>
<th>Rating of ELCB (A, mA)</th>
<th>Cable Size (Sq.mm.) DB to Licensee premises</th>
</tr>
</thead>
<tbody>
<tr>
<td>ELEVATED STATIONS</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0.0 - 0.1</td>
<td>0.5</td>
<td>16, 30</td>
<td>3 Core x 1.5</td>
</tr>
<tr>
<td>0.1 - 0.2</td>
<td>1</td>
<td>16, 30</td>
<td>3 Core x 1.5</td>
</tr>
<tr>
<td>0.2 - 0.5</td>
<td>2</td>
<td>16, 30</td>
<td>3 Core x 1.5</td>
</tr>
<tr>
<td>0.5 - 0.7</td>
<td>3</td>
<td>16, 30</td>
<td>3 Core x 1.5</td>
</tr>
<tr>
<td>0.7 - 0.9</td>
<td>4</td>
<td>16, 30</td>
<td>3 Core x 1.5</td>
</tr>
<tr>
<td>0.9 - 1.2</td>
<td>5</td>
<td>16, 30</td>
<td>3 Core x 1.5</td>
</tr>
<tr>
<td>1.2 - 1.4</td>
<td>6</td>
<td>16, 30</td>
<td>3 Core x 1.5</td>
</tr>
<tr>
<td>1.4 - 2.3</td>
<td>10</td>
<td>16, 30</td>
<td>3 Core x 2.5</td>
</tr>
<tr>
<td>2.3 - 3.7</td>
<td>16</td>
<td>16, 30</td>
<td>3 Core x 4</td>
</tr>
<tr>
<td>3.7 - 4.6</td>
<td>20</td>
<td>25, 30</td>
<td>3 Core x 4</td>
</tr>
<tr>
<td>4.6 - 7.4</td>
<td>32</td>
<td>32, 30</td>
<td>3 Core x 6</td>
</tr>
<tr>
<td>7.4 - 9.2</td>
<td>40</td>
<td>40, 30</td>
<td>3 Core x 10</td>
</tr>
<tr>
<td>9.2 - 10.0</td>
<td>50</td>
<td>63, 30</td>
<td>3 Core x 16</td>
</tr>
<tr>
<td>UNDER GROUND STATIONS</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0.0 - 0.1</td>
<td>0.5</td>
<td>16, 30</td>
<td>3 Core x 4 Sq. mm Copper Conductor (for single phase)</td>
</tr>
<tr>
<td>0.1 - 0.2</td>
<td>1</td>
<td>16, 30</td>
<td>3 Core x 4 Sq. mm Copper Conductor (for single phase)</td>
</tr>
<tr>
<td>0.2 - 0.5</td>
<td>2</td>
<td>16, 30</td>
<td>3 Core x 4 Sq. mm Copper Conductor (for single phase)</td>
</tr>
<tr>
<td>0.5 - 0.7</td>
<td>3</td>
<td>16, 30</td>
<td>3 Core x 4 Sq. mm Copper Conductor (for single phase)</td>
</tr>
<tr>
<td>5.0 - 7.2</td>
<td>10</td>
<td>25, 30</td>
<td>4 Core x 6 Sq. mm Copper Conductor (for three phase)</td>
</tr>
<tr>
<td>7.2 - 10.0</td>
<td>16</td>
<td>25, 30</td>
<td>4 Core x 6 Sq. mm Copper Conductor (for three phase)</td>
</tr>
<tr>
<td>10.0 - 18.0</td>
<td>25</td>
<td>25, 30</td>
<td>4 Core x 10 Sq. mm Copper Conductor (for three phase)</td>
</tr>
<tr>
<td>18.0 - 25.0</td>
<td>40</td>
<td>40, 30</td>
<td>4 Core x 16 Sq. mm Copper Conductor (for three phase)</td>
</tr>
<tr>
<td>25.0 - 38.0</td>
<td>63</td>
<td>63, 30</td>
<td>4 Core x 25 Sq. mm Copper Conductor (for three phase)</td>
</tr>
<tr>
<td>38.0 - 40.0</td>
<td>63</td>
<td>63, 30</td>
<td>4 Core x 38 Sq. mm Copper Conductor (for three phase)</td>
</tr>
<tr>
<td>40.0 - 50.0</td>
<td>100</td>
<td>100, 30</td>
<td>4 Core x 50 Sq. mm Copper Conductor (for three phase)</td>
</tr>
</tbody>
</table>
### Table: 2 Fire Safety measures

**FIRE SAFETY INSPECTION CHECK-SHEET**

[For Kiosk / Shops area up to 250 m² inside station building]

PD/PB Licensee: ____________________  Floor Area _______  Floors : _____  Station: _______

**Line:_______  Date:__________**

<table>
<thead>
<tr>
<th>S N</th>
<th>CHECK POINT</th>
<th>OBSERVATION</th>
<th>REMARKS</th>
</tr>
</thead>
</table>

#### KIOSKS (up to 100 m² area)

1. **Provision of fire extinguishers**
   - a. Up to 10 m²: One ABC 2 Kg fire extinguisher
   - b. Above 10 m² and below 50 m²: One ABC 4 Kg fire extinguisher
   - c. Above 50 m² and below 100 m²: One ABC 4 Kg fire extinguisher and one 9 ltr water type extinguisher

#### SHOPS (up to 250 m² area as integrated design part of metro station)

1. **Provision of fire extinguishers**
   - a. Up to 10 m²: One ABC 2 Kg fire extinguisher
   - b. Above 10 m² and below 50 m²: One ABC 4 Kg fire extinguisher
   - c. Above 50 m² and below 100 m²: One ABC 4 Kg fire extinguisher and one 9 ltr water type extinguisher
   - d. Above 100 m² and below 250 m²: Atleast two ABC 4 Kg fire extinguisher and two 9 ltr water type extinguisher

2. **Provision of smoke detector**
   - a. At true ceiling level provided by DMRC
   - b. Below false ceiling provided by licensee and connected with station FACP
   - c. Smoke detector/s available in each room

3. **Provision of sprinklers**
   - a. At true ceiling level provided by DMRC
   - b. Below false ceiling provided by licensee and connected with station sprinkler line
   - c. Sprinkler/s available in each room

#### OTHER CHECK POINTS

1. Any unsafe electrical works?
2. Other applicable fire prevention, life safety and fire protection measures with respect to occupancy class is implemented ?
3. Is good house-keeping practice followed ?

**Note:** For bigger commercial spaces, i.e. More than 250 m² area, joint inspection will be conducted on the basis state fire service's issued directives and approved plan for execution by licensee.

**DMRC Inspecting Officials Details:**
- **Sign:** ____________________  **Name:** ____________________  **Emp ID:** ________________  **Department:** Fire Wing

**Licensee Details:**
- **Sign:** ____________________  **Name:** ____________________  **Emp ID:** ________________  **Department:** PD / PB  **Licensee:** ____________________
### Annexure-C/I

#### List of Approved Makes

<table>
<thead>
<tr>
<th>S. No.</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 or any reputed make with prior approval of E&amp;M department of DMRC.</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, PVC insulated wires (IS: 7098)</td>
<td>National, Ecko, Cords Cables, Finolex, Havells, Grandly, NICCO, Asian, Poly Cab or any reputed make with prior approval of E&amp;M department of DMRC.</td>
</tr>
<tr>
<td>4.</td>
<td>Copper Conductor FRLSZH, insulated wires (BS-6724)</td>
<td>Polycab, Ducab Dubai, Cords Cables, KEI or any reputed make with prior approval of E&amp;M department of DMRC.</td>
</tr>
<tr>
<td>5.</td>
<td>FRLS Cables (IS: 7098)</td>
<td>Fort Gloster, NICCO, Cords Cables, Finolex, Asian/RPG, KEI, Havells, Polycab, CCI, Universal or any reputed make with prior approval of E&amp;M department of DMRC.</td>
</tr>
<tr>
<td>6.</td>
<td>FRLSZH, XLPE Cables (BS-6724)</td>
<td>Polycab, Ducab Dubai, Cords Cables, KEI or any reputed make with prior approval of E&amp;M department of DMRC.</td>
</tr>
<tr>
<td>7.</td>
<td>Switches &amp; Socket outlets</td>
<td>Crabtree, Anchor, MDS, LK (Schneider) or any reputed make with prior approval of E&amp;M department of DMRC.</td>
</tr>
<tr>
<td>8.</td>
<td>MCB, RCCB (ELCB)</td>
<td>L&amp;T Hager, MDS, Siemens, GE, Merlin-Gerin, ABB, Schneider or any reputed make with prior approval of E&amp;M department of DMRC.</td>
</tr>
<tr>
<td>9.</td>
<td>Distribution Boards</td>
<td>L&amp;T Hager, MDS, Siemens, ABB, INDO, ASIAN, Havells, GE, Schneider or any reputed make with prior approval of E&amp;M department of DMRC.</td>
</tr>
<tr>
<td>10.</td>
<td>Energy Meters with MDI/TOD (pre-paid)</td>
<td>L&amp;T, Secure, Ducati or any reputed make with prior approval of E&amp;M department of DMRC.</td>
</tr>
<tr>
<td>11.</td>
<td>Luminaries (only LED Lights use)</td>
<td>Philips / Schrader / Osram / Bajaj / Thorn / Crompton or similar with the prior approval of E&amp;M department of DMRC.</td>
</tr>
</tbody>
</table>

**Note:** DMRC reserve the right to set tested all material from any govt. lab and licensee shall be bear cost of third party testing. Licensee is required to use only approved make as mentioned above. However in case of any difficulty for procurement of cable of above make, Licensee shall submit detailed catalogue, technical specification, test reports of alternate make for approval to Electrical O&M HOD, only after its approval the alternate makes shall be allowed.
SPECIFICATION OF AIR CONDITIONER

Split type air conditioners conforming to IS:1391(Part-2)-1992 with amendment No.1 fitted with hermetically sealed air compressor operating on refrigerant R-22 suitable for wall mounting and conforming to following specifications. Split AC shall be preferably five star rated. Approved names are Hitachi / O-general / Daikin / Carrier.

General Technical Requirements:-

1. Air conditioners shall be suitable for 230V, 50 Hz single phase AC supply, capable of performing the functions as Cooling, Dehumidifying, Air circulating and Filtering.

2. The air conditioners shall be fitted with hermetically sealed type suction cooled reciprocating or discharge cooled rotary compressor (as applicable), compressor unit operating on Refrigerant R-22 with suitable rated capacitor start electric motor. It shall be equipped with overload protection. These shall be mounted on resilient mountings for quiet operation. The compressor shall conform to IS: 10617 part (1)-1983 (amendment 1 & 2). Rotary compressor shall be covered by manufacturer's test certificate.

3. The air conditioners shall be complete with automatic temperature control and cut-in and cut-out etc. for temperature range 16 degrees to 30 deg. C. The differential of the thermostat for cut-in and cut-out shall not be greater than +/-1.75 deg. C. The Air conditioners may either be provided with adjustable step-less type mechanical thermostat or electronic thermostat as per IS: 11338:1985.

4. The filter pads provided shall be washable.

5. The cabinet of the evaporator unit and condensing unit shall be made from galvanized steel sheet of 1.0mm thick with galvanized coating thickness of 120 gm / sq. mtr and shall be provided with stiffness for robust construction and shall have rounded corners, steel parts/front panel etc. shall have stove-enameled finish preceded by undercoat of anti-corrosive primer paint phosphating and through cleaning-of the surface. Alternate methods of corrosion protection like plastic powder coating, electrostatic painting are also acceptable in lieu of stove enameled finish.

6. Overall power factor of the unit shall be at least 0.85 at capacity rating test conditions.

7. Maximum power consumption of the split air conditioners shall be at capacity rating test conditions.


9. Standard evaluation of cooling capacity shall be done by connecting indoor and outdoor units with piping of 5 mtrs. length with six bends of standard radius. Connecting copper tubing shall have dimensions suitable for the compressors offered with model.

10. Refrigerant used shall be Freon-22.

11. Inbuilt protection in IDU against electrical faults shall be provided. Compressor current shall not flow through Indoor units.

12. The indoor units made of ABS/HIPS shall be of flame retardant and impact resistant life. ABS/HIPS indoor unit cabinet shall pass inflammability test—requirement for Grade V 0 as per UL-94. For impact resistance the unit duly packed, when dropped from a height of 1 Mtr. shall show no damage.
13. Display shall be LED/LCD and provided on indoor unit or on Handset or on both. These displays shall be selectable.

14. Remote control (Cordless) shall be provided with one On/Off timer, selecting Fan speed (Three speeds) and setting up of-temperature.

15. Installation of pipes, Insulation and cables beyond 6Mtrs, if required:
   i) Suction line copper pipe of 0.70mm thickness.
   ii) Liquid line copper pipe of 0.70mm thickness.
   iii) Expanded polyethylene foam or other suitable insulation tubing for suction line copper pipe.
   iv) Drain pipe (15mm dia flexible PVC pipe).
   v) Suitable capacity 2 core PVC insulated copper wire 2.5mm to electrically connect both the units with each other.

16. Installation: Location of ODU is to be finalized after approval from DMRC. The installation at site shall comprise the following work:
   (i) Mounting/Fitting indoor & outdoor units at the respective locations.
   (ii) Laying refrigerant—piping and connecting both the units after drilling hole/holes in the wall, if required. The thickness of the copper tubing shall not be less than 0.70mm.
   (iii) Insulating the suction pipe with expanded polyethylene foam 5mm tubing or other suitable.
   (iv) Laying 15mm drain pipe to throw out the condensate water being formed in the indoor unit and connecting it to station drain.
   (v) Leak testing the entire system.
   (vi) Charging Refrigerant-gas in the unit.
   (vii) Suitable electric wiring between indoor and outdoor, upto switch AT location of indoor unit. Switch/Soc.ket/Plug are also included.
Fire Safety Requirements

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

<table>
<thead>
<tr>
<th>TYPE &amp; SPECIFICATION: BIS approved stored pressure extinguisher as per IS 15682:2006 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>AREA</td>
</tr>
<tr>
<td>Up to 10 Sq. m.</td>
</tr>
<tr>
<td>One Fire Extinguisher of 2 KG capacity</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-2.

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 obtain details of recommended suppression and detection system from DMRC in the beginning.
Annexure-IV F

Declaration
[For Elevated Stations - On Non Judicial Stamp Paper of Rs. 100/-] (Duly notarized)

I________________________, son/daughter/wife of ______________________ Resident of ______________________ (hereinafter referred to as the “Bidder”, 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 “Bidder”, 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 Bidder 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 Bidder has requested the DMRC to provide an electricity connection at the above-mentioned premises in the Bidder’s name for the purpose mentioned in the application form.

The Bidder hereby agrees and undertakes:

1. That the Bidder 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 Bidder shall have no objection for the DISCOMs to carry out Inspections of the Bidders’ Meters & Equipments. Any Observation made by such Agencies, which are acceptable to DMRC, shall be binding on the Bidder for Attention/Compliance.

3. That DMRC shall be entitled to disconnect the supply of energy by issuing a disconnection notice in writing, to the Bidder, if the Bidder is in default of payment of the due charges.

4. That the Bidder 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 Bidder by DMRC, shall be paid and borne by the Bidder.

6. That the Bidder agrees that DMRC would accept an application from the Bidder for reduction in load only after two years from the original sanction. All applications for load enhancement by the Bidder would be dealt with by DMRC as a new connection and DMRC would follow the procedure as in the case of a new connection.

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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 Bidder’s premises including wiring, power outlets and gadgets are used and maintained properly for guarding against short circuits/fires and are as per the Indian Electricity Rule, 1956 and other applicable laws, statutory provisions and standards in force at the time, and indemnify DMRC against any loss accrued to the Bidder on this account. Further, the Bidder 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 Bidder, all the loss shall be borne by the Bidder.

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

10. To indemnify DMRC against all proceedings, claims, demands, costs, damages and expenses that DMRC may incur by reason of a fresh service connection given to the Bidder.

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

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

13. Others:
   13.1 Licensee shall 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 Bidder. The meter shall sealed by DMRC, either within the premises of the Bidder or at a common meter room/board. Bidder shall not tamper with or disturb the meter in any manner whatsoever, and shall be responsible for its safety (if installed within his premises).

   13.2 DMRC shall provide supply, if available, at one fixed point as per DMRC plan. All cabling work to tap off the supply from the fixed point and to avail it within his premises shall be done by the Bidder.

   13.3 Only FRLS/FRLSZH (as applicable) cable of required size shall be used for tapping off supply from DMRC fixed supply to Licensee premises in rigid GI Conduit pipe.

   13.4 Licensee shall also do wiring within his shop/stall by using GI conduit or fire resistance PVC casing/caping. The Licensee shall use FRLS/FRLSZH copper/aluminum wire of the required size (the wiring scheme, the type of wiring, size of wires, various loads, plug point, light fan etc. shall be as per DMRC’s approval).

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

   13.6 Licensee shall be given only normal power supply available in station premises. Licensee may use suitable voltage stabilizers and power factor correction equipment as per his requirement. DMRC shall not be providing any standby power supply from station DG set or UPS.
13.5 Licensee shall not be permitted to use any standby Diesel Generator Sets. Licensee shall only be the permitted to use standby UPS/Inverter system shall also be taken as a part of total connected load.

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

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

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

13.11 Licensee shall provide proper Earthing connection as per the applicable standards and shall terminate the same to the DMRC’s Distribution Board or to any other place as directed by the DMRC. Installation Test Report issued by licensed electrical wiring contractor in the prescribed format (available with the application form) and countersigned by the Bidder shall be submitted by the Licensee. Every shop/property Development area must have enough Fire Extinguishers as stipulated.

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

13.13 The power shall be supplied normally at the rate of 0.5 KVA/Sq.Mtr. of space licensed out. Minimum load to be given shall be 1 KVA on which the demand charges as applicable shall be paid by the Licensee. Additional power up to 10 KVA on single phase and thereafter on three phase system if required by the Licensee shall be supplied subject to availability at an additional cost and conditions to be stipulated by DMRC.

13.14 In case, Licensee draws power more than the connected load, his electricity connection shall be disconnected. The electricity connection shall 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 after adjustment of all dues what so ever.

13.15 In case, the Licensee is found misusing Electricity or tampering with the Energy meter, suitable action shall be taken to respective State Electricity Act.

14. That the Bidder 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 Bidder’s premises.

15. That the supply shall be used for the purpose that it has been sanctioned by DMRC and shall not be misused in any way to serve any other purposes.

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

17. That the Bidder’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 Bidder’s premises.

18. That DMRC shall be at liberty to adjust the electricity consumption charges along with any other charges against the consumption deposit paid by the Bidder, in the
event of termination of the agreement prior to the expiry of the contracted period or in case of any contractual default.

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

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

21. That DMRC shall be entitled to disconnect the service connection under reference in the event of any default and/or non-compliance of statutory requirements and/or in consequence of legally binding order by statutory authority(ies)/court of Law, without prejudice to the DMRC’s rights to exercise its rights under law including that of getting its due payments as on the date of connection. The Bidder undertakes to pay penalty imposed by DMRC on its own discretion for the damages caused to the leased property on account of any default or non-compliance of any statutory requirements.

22. That all details furnished in this Requisition form are true to the Bidder’s knowledge. If any information is found incorrect at a later date, the company shall have the right to withhold/disconnect supply, as the case may be, and forfeit the advance consumption deposit.

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

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

Date:
Place:

Signature of Bidder

(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 Bidder.

2. Proof of allotment of the space/area leased out by DMRC in the form of the following:
   - Allotment/possession letters, Lease deed
   - General Power of Attorney together with proof of ownership of the executor.
   {Applicable in case of company}
DECLARATION
[For Under Ground Stations - On Non judicial stamp paper of Rs. 100/-] (Duly notarized)

I____________________, son/daughter/wife of ________________ Resident of ________________ (hereinafter referred to as the “Bidder”, 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 “Bidder”, 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 Bidder 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 Bidder has requested the DMRC to provide an electricity connection at the above-mentioned premises in the Bidder’s name for the purpose mentioned in the application form.

The Bidder hereby agrees and undertakes:

1. That the Bidder 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 Bidder shall have no objection for the DISCOMs to carry out Inspections of the Bidders’ Meters & Equipment & Any Observation made by such Agencies, Which are acceptable to DMRC, shall be binding on the Bidder for Attention/Compliance.

3. That DMRC shall be entitled to disconnect the supply of energy by issuing a disconnection notice in writing, to the Bidder, if the Bidder is in default of payment of the due charges.

4. That the Bidder 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 Bidder by DMRC, shall be paid and borne by the Bidder.
6. That the Bidder agrees that DMRC would accept an application from the Bidder for reduction in load only after two years from the original sanction. All applications for load enhancement by the Bidder 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 Bidder’s premises including wiring, power outlets and gadgets are used and maintained properly for guarding against short circuits/fires and are as per the Indian Electricity Rule, 1956 and other applicable laws, statutory provisions and standards in force at the time, and indemnify DMRC against any loss accrued to the Bidder on this account. Further, the Bidder 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 Bidder, all the loss shall be borne by the Bidder.

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

10. To indemnify DMRC against all proceedings, claims, demands, costs, damages and expenses that DMRC may incur by reason of a fresh service connection given to the bidder.

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

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

13. Others

13.1 From the DMRC DB to main MCB / MCB of shops only XLPE insulated armored copper conductor FRLS/ LSZH (as applicable) cables shall be used. Licensee shall 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 Bidder. The meter shall be installed and sealed by DMRC, either within the premises of the Bidder or at a common meter room/board (Common meter room is locked & key, access is not permitted to licensee). Bidder shall not tamper with or disturb the meter in any manner whatsoever, and shall be responsible for its safety.

13.2 DMRC shall provide supply, if available, at one fixed point as per DMRC plan. All cabling work to tap off the supply from the fixed point and to avail it within his premises shall be done by the Bidder. Approval 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 whatsoever on account of time and cost associated in making provision of electricity.

13.3 That the use of any PVC material is not permitted in the underground stations.

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

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

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

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

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

13.10 Licensee shall 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 Bidder shall be submitted by the Licensee.

13.11 Fire Extinguisher: Every shop/ property Development area must have enough Fire Extinguishers as stipulated.

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

13.13 The power shall be supplied normally at the rate of 0.2 KVA/sq. m. of space licensed out. Minimum load to be given shall be 1 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 shall be supplied subject to availability at an additional cost and conditions to be stipulated by DMRC.

13.14 In case, Licensee draws power more than the connected load, his electricity connection shall be disconnected. The electricity connection shall 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 after adjustment of all dues what so ever.

13.15 In case, the Licensee is found misusing Electricity or tampering with the Energy meter, suitable action shall be taken to respective State Electricity Act.

14. That the Bidder 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 Bidder’s premises.

15. That the supply shall be used for the purpose that it has been sanctioned by DMRC and shall not be misused in any way to serve any other purpose.

16. That the supply shall not be extended/sublet to any other premises.
17. That the Bidder’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 Bidder’s premises.

18. That DMRC shall be at liberty to adjust the electricity consumption charges along with any other charges against the consumption deposit paid by the Bidder, in the event of termination of the agreement prior to the expiry of the contracted period or in case of any contractual default.

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

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

21. That DMRC shall be entitled to disconnect the service connection under reference in the event of any default and/or non-compliance of statutory requirements and/or in consequence of a legally binding order by statutory authority(ies)/Court of Law, without prejudice to the DMRC’s rights to exercise its rights under law including that of getting its due payments as on the date of connection. The Bidder undertakes to pay penalty imposed by DMRC on its own discretion for the damages caused to the leased property on account of any default or non-compliance of any statutory requirements.

22. That all details furnished in this Requisition form are true to the Bidder’s knowledge. If any information is found incorrect at a later date, the company shall have the right to withhold/disconnect supply, as the case may be, and forfeit the advance consumption deposit.

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

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

Date: 
Place: 
Signature of Bidder

(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 Bidder.

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}
Material specifications for ATMs

For Elevated/Underground Stations:
All materials should be non-combustible and fire retardant (Class-1).
All natural stones, ceramic and vitrified tiles, metalwork [Aluminum composite panels (ACP) in elevated stations only], toughened glass, calcium silicate board permissible.
Wood, plastics, resins, synthetic and natural fibres, cloth and their products are not permissible.
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.
For partitions solid wall panels (50mm and 75mm) with fire rating of 90 min. and 120 min. allowed.
All materials used by vendor/concessionaire should be as per Annexure-08(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.
## Annexure-V A

### Material Specification for renovation/ refurbish of premises

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<td>TEXTURE PAINTS</td>
<td>Spectrum, Unitjile, BarkeliteHylam (Surface Texture Division) &quot;Heritage&quot; Paints, Texfin Products (M/s Niko), Acro Paints, Birla, ICI Dulux, NCL AL TEK, Kamdhenu Paints, Bizzar, Sherwin Williams Paints</td>
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<td>WALL CARE PUTTY</td>
<td>J.K. White, Unistone, Birla (Aditya Birla Group), Shalimar Paints, Gyproc Wall Putty (Saint Gobain)</td>
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<td>GLASS 9 Float / Toughened)</td>
<td>Float Glass India Ltd (Asahi float), Asahi Float (AIS), Modigaurd, Glaverbel, Saint Gobain, Sejat</td>
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<td>PERMASTEELISA (INDIA) PRIVATE LIMITED, Alufit (INDIA) Pvt Ltd, SP Fabricators Pvt Ltd, Alpro India, AshooDecore (India) Pvt Ltd, Innovators, Façade India Testing Inc</td>
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<td>GE Bayer Silicones, Metroark, STP Limited, MC Bauchemic, Choksey Chemicals</td>
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<td>PLYWOOD</td>
<td>Duroply-Sharda Ply Wood Industries, Century Ply, Kitply, Red Ply wood, Virgo Lam, SwastikPlyboard Ltd (Swati Plyboard), Merino</td>
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<td>Decolam / Decolite (A Bakelite Hylam Product), Formica Corporation, sundek International Decorative Liminates, BAKELITE HYLAM LTD, Redtam Asia Pacific Pvt Ltd, Merino, Virgo Lam (M/s Virgo Industries)</td>
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<td>PRE-LAMINATED PARTICLES BOARD</td>
<td>Novopan (GVK Group), Ecoboard, Action Tesa (Action Buildwell), Bhutan Board</td>
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<td>FLUSH DOORS</td>
<td>Kanchan Ply, SwastikPlyboard Ltd (Swati Plyboard), Kutty's, Diamond Flush Doors/Star Metal Forms P Ltd, RaaVeeta</td>
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<td>POLYBUSYLENE (PB) PIPES &amp; FITTINGS</td>
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<td>Multiplas Standard of Integrated Waterproofing Membrane Limited / SUPER THERMOLAY/POLYFLEX of STP Limited, &quot;LOTUS-3&quot; of the Structural Waterproofing Co. Limited, Sika, Kemco, KrytonBuildmat, MBT, FOSROC</td>
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<td>INTEGRAL CRYSTALLINE WATERPROOFING METHOD</td>
<td>KrytonBuildmat, Penetron, Mapei, Vandex International Ltd</td>
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<td>POWDER COATINGS</td>
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<td>ALUMINIUM SECTIONS</td>
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<td>HOLLOW SECTIONS, PIPES</td>
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<td>ROOFTING SHEETS</td>
<td>Ozone, Jindal Stainless (JSL), Roof fit (Fibre Glass Roofing, Metal Roofing, galvalume Sheets), Wonder sheets (3 layer - UPVC Wonder Sheets Pro)</td>
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<td>METAL ROOFS</td>
<td>&quot;TRACDEK&quot; Interarch Building Products Pvt Ltd (Metal Roofing Sheet)</td>
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<td>POLYCARBONAIC SHEETS</td>
<td>&quot;Lexan&quot; (SABIC Innovative Plastics) Danpalon</td>
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Annexure-VI

**Standard Design of ATM**

Standard design of a 04 sqm ATM is attached herewith.
Site plan of pre-identified bare space for ATM sites at metro premises

Note: The site plans have not been uploaded on web site due to security concerns. However, site plans shall be part of the Bid document if the same is purchased from the DMRC and if the Bidders desires to submit their Bid after downloading the Bid Document from the website of DMRC, they may collected the Site plan for the Bare space from the office of the Sr.DGM/PB, DMRC Ltd, 3rd Floor, A-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 Site plans issued from DMRC shall be submitted along with Bid.
Annexure-VIII

Handing Over Note

Date: ___/___/2020

ATM Site measuring ....... x ....... = ......... sqm, at ...................... Metro Premise (ATM ID./ Location of the ATM/E-LOBBY may be added).................. .....................is handed over to the Licensee, through Shri........................................ of M/s........................................................ office at................................................ on............................(date).........................................at..........(time), in the presence of Property Business Wing, E&M Wing, C&S Wing & Operations Wing representatives.

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

_______________________
Licensee

__________________________
Property Business Wing

_________________________
Electrical & Maintenance

_________________________
Civil & Structure

_________________________
Station Manager/Station Controller
Annexure-IX

Taking Over Note

Date: __/___/2020

Vacant possession of the ATM ID ............ measuring ............ *............ = ............... square meter at ................. Metro Premise is taken over by Station Manager/ Station Controller on ................. (Date) ................. (Time) from the Licensee through Sh./Smt./M/s ................. in the presence of Property Business Wing, E&M Wing, C&S Wing & Operations Wing representatives.

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<th>Property Business Wing</th>
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