License Agreement for Licensing of Space for Installation and operation of Water ATM at 27 various Metro Stations of DMRC Network
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CHAPTER -1

LICENSE AGREEMENT

Agreement No __________________ of Year 2017

THIS AGREEMENT is executed on this _____ day of ___________ 2017 at New Delhi

BY AND BETWEEN

M/s Delhi Metro Rail Corporation Limited incorporated under the Companies Act-1956 having its registered office at Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi-110001, India, hereinafter referred to as the “Licensor” or “DMRC” (which expression shall unless repugnant to the context or meaning thereof shall mean and include it’s successors and assigns) of the First Party

AND
M/s ______________________, having its registered office at ______________________, hereinafter called “Licensee” through its duly authorized Signatory/Director (which expression shall unless repugnant to the context or meaning thereof shall include its successors and assigns) of the Second party.

WHEREAS

1. DMRC with a view to augment its non operating revenues and supplement its project through Property Business, has agreed for licensing of 27 nos. of bare spaces at various selected Metro Stations as detailed in Annexure-I with area of approx. 6.00 Sq. meter at each selected metro stations hereinafter called “Licensed Space”, to the Licensee for installation of Water ATMs under the brand name of ________for providing an option for affordable and pure drinking water to metro commuters on “as is where basis is”.

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

3. Licensee shall use, manage, operate, maintain and vacate the Licensed Space licensed to them at Various Metro Stations as specified in this Agreement at its own cost.

NOW THEREFORE, in lieu of the mutual promise, agreement and consideration set out herein DMRC and the Licensee (hereinafter collectively called “Parties”) witnessed and hereby agree as follows:

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

i. This Agreement

ii. Letter of Acceptance No. ______________________, dated: ________.

iii. The RFP/Bid Document

iv. Any other letter/document issued by DMRC in this context.

B. The Licensee hereby covenants as follows:

i. Licensee hereby assumes responsibility for the licensed spaces of DMRC as given in Annexure-I. Licensee shall be responsible to manage, operate, maintain, use and vacate the Licensed Space as specified in this Agreement at its own cost.

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

iii. The Licensee confirms having examined the potential locations in detail and fully understands and comprehends the technical requirements for installations of their machines. The Licensee also confirms full satisfaction as to the business viability at the Licensed Space/s 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 whatsoever regarding change in market circumstances shall be used by it as an alibi or excuse for non-payment of License Fee and other amounts due to DMRC under this License Agreement.

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

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.

........................-2017 ..................................................- 2017

(……………………………………..)  (……………………………………..)
Authorized Signatory Authorized Signatory
for and on behalf of for and on behalf of
(Licenser) (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:

(……………………………………..)  (……………………………………..)
Witness (Licenser) Witness (Licensee)
CHAPTER: 2

DEFINITIONS

a) “Agreement” means the License Agreement to be executed between DMRC and the selected bidder.

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

c) “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.

d) “Applicable Permits” means all clearances, permits, authorizations, consents and approvals required to be obtained or maintained under Applicable Law, in connection with the “installation / running / maintenance of machine” during the subsistence of this Agreement.

e) “As is where is basis” means License of the said bare space including installations, fittings and fixtures (if any) is given on ‘as is where is basis’. LICENSEE shall be required to hand over the Licensed Space at the end of license period.

f) "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 and structure of any Tax

   Provided that Change in Law shall not include:

   i. Coming into effect after the date of signing this Agreement of any provision of a statute which is already in place as of the date of signing this Agreement (or)

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

g) “Bidder” means any entity which is a sole proprietorship firm, a partnership firm or a company having registered office in India and incorporated under the Company Act1956/2013 or a combination of above in the form of Joint Venture (JV)/corporation. which is submitting its bid pursuant to RFP Documents.

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

i) “Commencement Date” means the date of commencement of License Agreement after handing over of the station, as defined in RFP document.
j) “License” means procurement, installation, Operation and Maintenance of Water ATMs granted by DMRC to the Licensee at selected Metro Stations under terms and conditions of the License Agreement.

k) “Licensee” means the Selected Bidder, who has executed the License Agreement with DMRC pursuant to the conclusion of the bidding process.

l) “License Fee” means the amount payable by the Licensee to DMRC as per terms and conditions of the License Agreement.

m) “License Period” means a period of 03 years (in form of 3+3+3) i.e extendable after 3 years for further 3 years and again for further 3 years (i.e. total 9 (nine) years on mutually agreed Term and Condition/revised negotiated rate of revised License fee/IFSD, Water Charges after every three years after handing over first space for water ATM of the selected stations.

n) “DMRC” mean Delhi Metro Rail Corporation Limited.

o) “Interest Free Security Deposit/ Performance Security” means interest free amount (equal to 12 months of License Fee) 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.

p) “Places available for Water ATM/RO Plant” means premises at selected Delhi Metro Stations where installation and operation of Water ATMs are proposed to be granted as per terms and conditions of the agreement. “Selected Bidder” means the bidder who has been selected by DMRC, pursuant to the bidding process for award of License.

q) Water ATM: - It is a dispensing unit of potable water as per the scope, quality and specifications given in the tender document and this agreement.

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

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

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.
CHAPTER: 4

SCOPE OF LICENSE AGREEMENT

4.1 Scope of the work:

Licensee shall have the rights to utilize the bare space/s as detailed in Annexure –I of this License Agreement for Installation, operation and maintenance of Water ATMs at its own cost subject to the terms and conditions and as detailed in this License Agreement and specified by DMRC time to time. Licensee shall be responsible for the following activities:

a.) A bare space of approximately 06 sqm (maximum) shall be provided at each metro station on “as is where is basis” as given in Annexure-1. It will be Licensee’s responsibility to procure, install, operate, & maintain the Water ATMs at the licensed space/s at their own cost. The charging of License Fee and other charges shall be done as per the actual space occupied by the machines at each of the selected Metro stations as per Annexure-1 or average of areas of the machine measured at bottom/middle/top of the said machine whichever is more.

b.) Area of dustbins will be charged as per actual usages (which shall be predefined by the licensee at each location at the time of handing over) and a ½ Sqm (lumpsum) area shall also be considered for each operator at each location.

c.) Water ATM Units:
   I. The installation and the look of the Water ATM machine should be sleek, eye-pleasing and aesthetic.
   II. Drinking Water quality must be ensured as per the Indian standard (IS 10500: 2012).
   III. The Water ATM tanks and its external body must be made of stainless Steel (minimum Grade 304) with thickness of minimum 0.5 mm. Licensee has to ensure that the Water ATM units shall remain rust-free and in clean condition. Minimum water flow capacity of each nozzle of Water ATM shall be (15 Liters/minute) and Tank storage capacity of purified water shall be minimum 250 liters. The water tank must be cleaned at interval of every 03 month.
   IV. The roof canopy above the machine should be appropriate to protect the whole Water ATM in all weather conditions if the water ATM is located outside. The area of the canopy shall not be charged up to a length of 3 feet.
   V. To upkeep the cleanliness, it will be allowed to use anti-skid mat on the floor, in front of & surrounding of water ATM unit.
   VI. Every Water ATM shall be provided with LED board for display of IS 10500: 2012 water quality parameters on real time basis including:
      • pH Level.
      • Temperature
      • Water Level
      • TDS
      • Conversion % of raw to treated water.
   VII. A real time data (at every one hour) through centralized server with the provisioning of independent login should be provided to DMRC. Where all the data including water quality, down time of machine total sale of water, Total water intake and total water converted for drinking shall be available. Data backup of 3 month (minimum) shall be available on server.
   VIII. To minimize the wastage of water through RO system, raw water shall be treated to convert more than 90% into drinking water and wastage shall be not more than 10% at any point of time. The raw water of Delhi/NCR has varying TDS at different locations, at some locations TDS is even more than 1500 TDS. The bidder should consider this in designing the RO systems at various stations to get the desired output of water at that station.
IX. Water ATM should be invariably equipped with provision of cold water during summer months i.e. from March to October of each year (with the temperature up to 20 degree centigrade).

X. The Water tanks and External body of water ATMs should be of stainless Steel (minimum Grade 304). All the other items in contact with water must be food grade quality. The water Tanks must be cleaned at interval of every three month.

d.) Submission of monthly report: a monthly report of each Water ATM shall be submitted to DMRC which include Total sale, down time of ATMs, total water consumption, total water conversion, wastage of water and others as demanded by DMRC.

e.) Water Supply: Raw water supply (up to 500 Liters per Hour) will be arranged by DMRC. The single raw water tapping point shall be provided by DMRC the cost of which shall be borne by the licensee. The raw water provided by DMRC shall be charged @ 50% of the applicable commercial rates of Delhi Jal Board.

f.) DMRC will provide electricity at a single tapping point at the cost of the licensee. Licensee shall undertake all the work of cabling for taking electricity from the above point to the water ATM machine at its own cost.

g.) It is the sole responsibility of Licensee, to procure all the permissions/licenses etc. required from the statutory/regulatory/civic authorities if any concerned to use the License Space/s for desired business of providing Water ATMs at DMRC Stations. DMRC shall not be responsible for any such procurement and shall not entertain any claims in this regard.

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 at any point of time.

i.) Procure, install, Operate, manage and maintain the Water ATMs at its own cost with adequate trained and experienced team for responsibilities as defined in this License Agreement.

j.) Licensee shall ensure operations of its Water ATMs from at least 08.00 am to 08.00 pm (minimum) during revenue hours of DMRC (period during which passenger trains are run on DMRC system). During non operational hours of Water ATM machines, it should be ensured to be plugged off from mains.

k.) Licensee shall provide drinking water facility at the selected Metro Stations, to the commuters @ Rs. 2/- per 250 ml and Rs. 5/- per one liter. The rate list of drinking water shall be conspicuously displayed at machines. The one liter water @ Rs.5/- can be dispersed in the consumer’s container and provision of jar is not mandatory.

l.) Licensee shall provide drinking water facility to the commuters @ Rs. 2/- per 250 ml in recyclable paper glass which must be biodegradable and made of minimum 170 GSM paper. Use of plastic glasses shall not be permitted. All the used paper glasses must be recycled for the optimum utilization and submit a report of total recycled glasses on yearly basis

m.) A dispenser with water cooling facility shall be made available for Station staff of DMRC at each identified station as per Annexure-1 and one dispenser at the Crew Control at the station. Maintenance of these dispensers shall also be done by licensee.

n.) Licensee shall also provide the drinking water facility @ of Rs 25.00 per 20 Liter Jar (including all taxes) for staff consumption at metro station, if required by DMRC. The Modus Operandi can be card/other mechanism which can be used to tally the water consumption for station staff. Duly authenticated record by Station Manager shall be maintained for billing purpose at each metro station. Sufficient number of empty 20 liters
jars (10 numbers minimum per station) shall be provided at each station by the licensee for DMRC station needs. The water bills for station shall be paid separately by DMRC to licensee, after proper verification of actual bill of each metro station.

o.) Every Water ATM machine shall be managed by an operator who will be responsible for overall cleanliness around the unit (approx 2 meter radii). DMRC premises shall be maintained clean, safe, hygienic and risk free. No waste shall be generated as water shall be offered in paper glass (for 250 ml.) and customer’s container (for 1 Liter or more). Transparent & covered dustbins shall be provided with the Water ATM machine. The Water ATM machine shall be specifically designed in such a manner so as to ensure that water is not allowed to spill outside the unit. Unkempt water ATM premises will be liable for a fine of Rs. 100/- per instance/per day.

p.) Licensee shall indemnify DMRC against any liability/legal action arising out of and during the supply of pure and safe drinking water or its quality or quantity.

q.) Any kind of advertisement on the water ATM, Canopy, Dustbin etc. is strictly prohibited and Licensee shall ensure the compliances of the same. However, promotion / branding of own business activities of water supply may be permitted subject to prior approval of DMRC in writing. A penalty of Rs. 5000/- per ATM/instance shall be imposed on the violation of this clause.

r.) Licensee shall have to provide the water test report from Delhi NCR based NABL Accredited Labs to DMRC at every interval of six month at their own cost and the same should be displayed at each Water ATM. DMRC also reserve the right to test water of any unit of water ATM at any time at its own cost and if the water quality not found as per the IS 10500:2012 standard in the test report a penalty of Rs. 10,000/- per ATM/instance will be imposed.

s.) Under no circumstances, shall the licensed space/s be mortgaged, charged or otherwise put under any lien (including negative lien), 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.

t.) Licensee indemnify DMRC against any loss caused by Fire/ Electrical mis-happening inside the licensed space, also, DMRC may seek recovery against the loss incurred to the DMRC property.

u.) Comply with all statutory requirements in connection with license agreement.

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

w.) Payment of all statutory taxes, service tax, local levies, statutory dues, etc. as and when due and as applicable.

x.) Disposal of waste generated at each Water ATM:-

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.

y.) Other necessary compliance/Civil Compliance must be fulfilled by the licensee.

z.) The licensee will established a referral contract centre for redressing customer complaint with the drinking water. Such centre will have a toll-free number which shall be prominently displayed at its Water ATM Machines.
aa.) Machine on pilot basis: - Within 2 months of issue of LOA, successful bidder/licensee shall make arrangements for installation of a Water ATM Machine as per the specifications of the tender at mutually agreed location and strictly as per DMRC. The performance of the machine would be viewed and tested and the licensee shall be required to modify the machine as per the feedback and response of DMRC. It shall be mandatory for the licensee to install a water ATM (Pilot basis) which should comply with all the specifications of the Water ATM as given in the tender document. This shall be installed within 15 days from the handing over of a site at a mutually agreed location. If the Pilot Water ATM does not comply with all the specifications/requirements of the Water ATM as per the tender document within the above mentioned time frame, DMRC reserves the right to terminate the contract and the interest free security deposit available with DMRC shall be forfeited in favour of DMRC. It is only after compliance of all the specifications/requirements of Water ATM given in the tender document and the successful testing of the Pilot Water ATM machine the rest of the Water ATMs shall be installed at other metro locations as per annexure-1. All the machines installed after successful testing of the Pilot water ATM machine, will have the same quality and specification as that of the pilot Water ATM machine, failing which, DMRC shall be free to initiate action as per the Contract Agreement.

bb.) For provisioning of electricity and water at the designated location, DMRC will intimate the approximate cost of the above said work and licensee shall have to make the payment within 15 days from the date of intimation of the cost. If payment is not made within the given time period, an interest of 18% per annum shall be levied for actual number of days of delay up to a period of 30 days from such intimation. After this if the payment is still not made, the contract will be terminated and the interest free security deposit will be forfeited in favor of DMRC.

cc.) Penalty in case of Non-performance:

The non performance/non functional of water ATM for more than 4 hours in a day during the operational hours will be considered as 1 day of non operation/non functional. Not dispensing of water, non display of water parameters, not giving on-line data etc shall be termed as non performance/non functional.

i) In case the water quality is not as per IS10500:2012 standard the ATM should stop dispensing water immediately. It the machine is found dispensing water not confirming to IS10500:2012 standard DMRC shall impose a penalty of Rs. 10,000/- for each such event for each ATM.

ii) In case of non operation/non functioning of Water ATM beyond 4 hours in a day, penalty shall be imposed as follows:

a. Up to 2 days - Rs.2000/- per day/per ATM
b. From 3-5 days - Rs.4000/- per day/per ATM
c. Above 5 days - Rs.5000/- per day/per ATM
d. Beyond the above mentioned days of non performance/non functioning of any water ATM DMRC may initiate the termination of the License Agreement with forfeiture of Interest free Security Deposit after adjustment of any dues payable to DMRC.
e. If Total imposed penalty is more than Rs. 1,00,000 for the agreement ,the license agreement may be terminated with forfeiture of Interest free Security Deposit after adjustment of any dues payable to DMRC, subject to approval of a HOD level officer of DMRC.
CHAPTER -5

GRANT OF LICENSE AND HANDING OVER OF SPACE

5.1 Licensing rights of ____ nos. of bare spaces of approx. 06 sqm (maximum) each at Various selected Metro Stations as detailed in Annexure-I is licensed to M/s ____________________ for installation and operation and maintenance of Water ATMs (including procuring) at its own cost under the brand name of _________ for providing option for affordable and pure drinking water to metro commuters on “as is where basis is” basis.

5.2 The vacant bare space/s, as mentioned in Clause No. 5.1 above, shall be handed over for commercial activities within 7 days from the date of receipt of full payment as stipulated in Letter of Acceptance.

5.3 Area of bare space specified in Clause No. 5.1 above is approximate. Actual area handed over subsequent to issue of Letter of Acceptance shall be final (subject to maximum of 6 Sqm at each station). If the handed over area varies from the area specified in Clause No. 5.1 above, the License Fees shall be chargeable on actual 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.

5.4 Licensee shall not claim any compensation on account of any variation in handing over of occupied/actual space from that tendered and as mentioned in Clause No. 5.1 above.

5.5 If Licensee applies for additional ‘adjacent / same area’ (even if for utility) upto 10% variation in Licensed Space/s within fitment period, the same shall be provided on pro-rata basis, if found feasible, on sole discretion of DMRC. For area beyond this time frame and/or 10% variation range of Licensed Space/s, the same shall be provided on negotiated / market rate, if found feasible, only on sole discretion of DMRC. DMRC is free to market, area beyond this time frame and/or 10% variation on open/limited/single tender basis. The license fee for such additional space, if allotted, shall commence from the date of handing over of space.

5.6 If licensee installs an awning with a fixed / stretchable length of 3 feet to shield the Licensed Space/commuters from sunlight/rain/adverse weather conditions, the same shall not be charged provided licensed space is having opening outside Stations building.

5.7 At the time of termination/natural completion of license, DMRC reserves the right to ask the Licensee to restore the said licensed space/s as per original allotment.

5.8 The License for Water ATMs cannot be transferred, assigned or sublet in any form during the entire tenure of the License Agreement.
CHAPTER -6

TENURE OF LICENSE AGREEMENT

6.1 Tenure of License Agreement shall be for a period of (03) Three years, in the form of (3+3+3) i.e. extendable after 3 years and again for further 3 years i.e. total 9 years on mutually agreed terms and conditions/ negotiated/revised rate of the license fee, Interest free security deposit, water charges, after every 3 years unless otherwise terminated by DMRC or surrendered by Licensee, in term of provisions of this agreement. The tenure of License Agreement shall commence from the date of first handing over of 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 After successful completion of initial tenure of 03 (Three) years, the tenure of License Agreement may further be extended for another period of 03 (Three) years and again for further 3years (i.e. total 9 years) on mutually agreed terms & conditions/ negotiated/revised rate of the license fee, Interest free security deposit, water charges, after every 3 years.

6.3 For carrying out the fit-outs, installation of machines, finishing works etc., a rent free/ fitment period of 30 days from the date of handing over of the space/s or the time till provision of electrical power supply and provision of single raw water tapping is provided by DMRC at the nearest point to the Licensed Space/s +30 days, or date of approval of Pilot machine +30days which is later would be permitted to licensee. Licensee shall have to complete in all respects the development of the licensed space/ installation and operation of machines, within the fitment period from the date of ‘handing over’ of the space by DMRC as mentioned above under the License Agreement. 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 is over. In case the water ATMs are not commissioned within the fitment period at any station, DMRC may impose a penalty of Rs.500/-/day/ATM for that station.

6.4 There shall be a lock in period of 01 (One) years from the date of commencement of agreement. The Licensee shall have option to exit from the License Agreement immediately after completion of the said lock in period. For it, the Licensee shall have to issue 180 days prior notice to DMRC. Such prior notice intimation can be given after first 6 months however option to exit will be available only after 01 Year. In this case, Interest free Security Deposit of the Licensee shall be refunded after adjusting the dues, if any, to be payable by the 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 machines/ property/ goods at nil / zero value. DMRC shall be free to dispose-off the said machines/ property/ goods in whatsoever manner as it deems fit. Licensee shall have no claim for compensation or consideration / damages on this account.

6.5 If the Licensee is desirous of terminating the license hereby created before expiry of the lock-in period of 01 (One) Year, 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 machines/ property/ goods at nil/ zero value. DMRC shall be free to dispose-off the said machines/ property/ goods in whatsoever manner as it deems fit. Licensee shall have no claim for compensation or consideration / damages on this account.

6.6 If the Licensee is desirous of terminating the license after expiry of lock-in period of one year 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 machines/ property/ goods at nil / zero value. DMRC shall be free to dispose-off the said machines/ property/ goods in whatsoever manner as it deems fit. Licensee shall have no claim for compensation or consideration / damages on this account.

6.7 No partial surrender of the Licensed Space shall be permissible which has been handed over to the Licensee by DMRC as per Annexure-1 by the Licensee during the currency of License Agreement.

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

6.9 On completion/ termination of License Agreement, the Licensee shall hand over the space with in 7 days with normal wear & tears. The Licensee shall be allowed to remove its assets/ machines without causing damage to the existing DMRC 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.6.10 On operational ground or any other exigencies, DMRC will have the right to reduce the Water ATM sites or relocate the water ATM to another location at the same station or any other station by giving a notice of 15 days.
CHAPTER 7

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

7.1 License Fee:

a.) The license fee (exclusive of all taxes) as detailed below for the licensed space shall be paid by Licensee to DMRC. The said license fee shall be paid in advance on half yearly basis for the actual area handed over:

<table>
<thead>
<tr>
<th>S/N</th>
<th>Package No. 3, as per Annexure-1 of RFP</th>
<th>Rate of License Fee per sqm/month (in Rs.) (plus service tax etc.) for Summer period (Mar-Oct)</th>
<th>Rate of License Fee per sqm/month (in Rs.) (plus service tax etc.) for Winter period (Nov-Feb)</th>
<th>Total Area of Space H/O (In Sqm)</th>
</tr>
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<tr>
<td>1</td>
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b.) Other maintenance charges Rs. 50/- (Rupees Fifty only) per Sqm per month of Licensed Space/s (Half yearly Maintenance charges Rs. 300/- per sqm) + Service tax are also payable.

c.) The applicable service tax, swatch bharat cess, krishi kalyana, GST, cess etc. shall also be payable extra as applicable from time to time along with license fee & other maintenance charges. The present rate of service tax is 14%, swatch bharat cess is 0.5% and krishi kalyana cess is 0.5% i.e. total 15%.

d.) The water consumption charges against raw water provided by DMRC shall be charged @ 50% of the applicable commercial rates for water of Delhi Jal Board.

e.) The charging of license fee, other maintenance charges and other applicable dues shall commence immediately after fitment period as defined in Clause No. 6.3 of Chapter 6 of this License Agreement.

f.) License fee shall be charged at reduced rate i.e. 50% of the quoted/applicable License fee during winter season, considering reduced consumption of water in this period. November to February months will be considered as winter period.

g.) The license fee shall be paid to DMRC on half yearly basis in advance to DMRC by the last working day of the previous running half year. This has also been illustrated below for better understanding of licensee –

- The Billing period - 1st July – 31st December
- Period for the issue of invoice - 1st June - 15th June
- Last Date of payment of Dues to DMRC - 30th June

The first half yearly advance License fee + OMC + Service Tax shall be paid within 30 days of issue of LOA along with other LOA payments.

The license fee, other maintenance charges and other applicable dues can be paid by Demand Draft/ Pay Order in favour of DMRC Ltd, Payable at New Delhi.
h.) The licensee shall preferably pay the advance half yearly license fee + OMC etc. 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 –II , XI (1) & II (2) of this license agreement.

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

j.) 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.

k.) 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.

l.) 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 squared up and paid to DMRC. Such interest shall be charged on outstanding dues for the actual number of day(s) of delay in payment.

1.) If the Licensee failing to deposit the outstanding License Fee and other dues within 15 (fifteen) days’ cure notice, DMRC shall issue a 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, DMRC shall disconnect all utilities including electricity 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.

7.2 Interest Free Security Deposit:

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 up to Rs.10 Lacs shall be accepted only in the form of Bank Draft/ Pay Order in favour of DMRC Ltd. payable at New Delhi. However, if the amount of Interest Free Security Deposit exceeds Rs. 10 Lacs, initial Rs. 10 Lacs shall be paid in form of Bank Draft / Pay Order in favour of DMRC Ltd. and for the remaining amount exceeding Rs. 10 Lacs; minimum 50% amount shall be paid in form of Bank Draft/ Pay Order (upto a maximum
of Rs. 50 Lacs) & balance or 50% shall be paid in the form of Bank Guarantee (BG) in favour of DMRC Ltd.

c.) The Bank Draft/ Pay Order issued against Interest Free Security Deposit shall be in favour of DMRC Ltd. payable at New Delhi issued from a Scheduled Commercial Bank based in India,

d.) Irrevocable Bank Guarantee issued against Interest Free Security Deposit shall be in the prescribed format of DMRC issued by the State Bank of India or any other Nationalized Bank or other Scheduled Commercial Banks, acceptable to DMRC, payable at its Branches located in Delhi/ NCR. The Bank Guarantee shall be valid at least for three years. The Bank Guarantee shall be renewed & extended before expiry of earlier Bank Guarantee, failing which the previous Bank Guarantee shall be invoked & encashed by DMRC without any prior intimation to the Licensee. For last year of license period as applicable, the Licensee shall submit the Bank Guarantee valid for remaining license period plus six months and shall renew it, if required, till the final settlement of all accounts failing which the Bank Guarantee of the Successful bidder shall be invoked & encashed by DMRC without any prior notice to the Licensee.

e.) The Bank Guarantee issuing bank as defined in clause no. 7.2 (d) above must be on the Structured Financial Messaging System (SFMS) platform. A separate advice of the Bank Guarantee will be invariably be sent by issuing bank to the DMRC’s designated bank through SFMS and only after this, the Bank Guarantee will become operative and acceptable to DMRC. Accordingly, it is licensee’s responsibility to advice DMRC’s bank particulars at present, in this regard as detailed below to Bank Guarantee issuing bank and ensure the forwarding of advice of said Bank Guarantee through SFMS to DMRC’s bank:

**ICICI Bank Limited**

9A, Phelps Building,

Connaught Place, New Delhi – 110001.

IFSC Code: ICIC0000007

f.) 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.

g.) In case of successful completion of the full term of the License period i.e. 03 (three) 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 subject to fulfillment of all handover requirements by the Licensee to the satisfaction of DMRC.

h.) DMRC shall have the right for deduction of DMRC dues from Licensee’s Interest Free Security Deposit 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 course of action as per this License Agreement.

   i.) 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 15 (fifteen) days period failing which it shall be treated as a Licensee’s event of default and may result in termination of License Agreement with forfeiture of interest free security deposit after adjustment of payable dues.

7.3 Taxes and Other Statutory Dues:

   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.

7.4 Property Tax and Registration of License Agreement:

   a.) The property tax applicable, if any, on the property of DMRC shall be borne by DMRC.

   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.
CHAPTER: 8

INSTALLATION, MAINTENANCE AND OPERATION
of Water ATMS & DEVELOPMENT OF LICENSED SPACE

8.1 Installation of Water ATMs inside Licensed Space/s:
Licensee shall be permitted to install Water ATMs inside Licensed Space/s provided that:

a) It shall be the Licensee’s sole responsibility to obtain all necessary clearance/ approval/ sanction from DMRC and other competent authorities for installation/ operation of their machines etc. DMRC shall only provide assistance wherever possible on the best effort basis without any legal and binding obligations to facilitate the process.

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

c) During the installation of Water ATM machines, Licensee shall ensure that no hindrance or interference in the free movement of the DMRC’s employees, other users. No surplus machinery and material, including any hazardous material and wastes shall be left at any place in the site.

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

e) The Licensee may deploy security staff at its own cost for the safety of their machines during installation process.

f) Licensee shall bear all risk & cost and consequences of installation work.

g) 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 except release of electricity or single raw water tapping by DMRC, 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 shall have the rights to utilize bare space/s as detailed in Annexure –I of this License Agreement for Installation of Water ATMs only.

b.) Licensee shall keep and maintain the Licensed Space/s in neat & clean, safe & sound by maintaining it properly at his own cost during the License Period. Licensee shall bear the cost of repairs required due to normal wear & tear with the efflux of time or due to any
defects of their machines and Licensed Space/s during currency of license tenure. Any defective machine should be repaired/ replaced immediately by Licensee at their own cost.

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 comply by the licensee at its own cost.

d.) The Licensee’s staff must be capable of addressing the safety issues during any emergency including operation of fire extinguisher.

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

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

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

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

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

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

k.) Encroachment:

The Licensee shall not encroach upon common areas/circulating areas or any other space, and restrict his operation to within the area licensed. In case, the Licensee encroaches upon any other space then a fine/ compensation @ Rs.2,000/- on the first occasion, Rs.5,000/- on the second occasion and Rs.10,000/- after second occasion shall be imposed by DMRC. Thereafter DMRC reserves the right to revoke the license for breach of contract.
1.) Further, DMRC can impose the fine on Licensee up to Rs.10,000/- per offence per week on the following offenses:

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

m.) The option to impose fine, penalty, etc. under this License Agreement shall be exercised by DMRC official not below the rank of Dy. HOD.
CHAPTER: 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 required for running said Water ATM machines;

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

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

d) to take all reasonable steps to protect the environment (both on and off the Licensed Space/s) and to limit damage and nuisance to people and property resulting from installation process and operations, within guidelines specified as per Applicable Laws and Applicable Permits;

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

f) 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;

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

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

i) 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 Space/s, to inspect the Licensed Space/s and to investigate any matter within their authority and upon reasonable notice; and

j) to comply with the divestment requirements and hand over the Licensed Space to DMRC upon Termination of the Agreement;

9.2 The Licensee shall be solely and primarily responsible to DMRC for observance of all the provisions of this License Agreement on behalf of its employees and representatives and further on behalf of the their employees and agents and any person acting under or for and on behalf of the Licensee; contractor (s) appointed for the Licensed Space/s as fully as if they were the acts or defaults of the Licensee, its agents or employees.
9.3 Transfer of rights:

Any form of assigning the right of the license or subletting the whole or part thereof the Licensed Space/s, will strictly not be permitted at any point during the currency of license tenure and violation of the same shall lead to the revoking of the license, with DMRC reserving the right to forfeit interest free security deposits and any or all payments made.

9.4 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.

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:

(i) DMRC will provide electricity at a single tapping point at the cost of the licensee. Licensee shall undertake all the work of cabling for taking electricity from the above point to the water ATM machine at its own cost.

(ii) If any other electrical appliance other than Water ATM machine is found drawing electric power from the single point source then, electrical charges shall be billed @ twice of the monthly bill amount.

(iii) For electric supply released a declaration has to be signed by Licensee for compliance of DISCOM as per the rules governed by DERC & DMRC.

(iv) Licensee cannot avail power from any outside agencies/source.
(v) Up-keeping/proper maintenance of Water ATM machine/s with respect to electric wiring from single point source of DMRC lies with the Licensee.

(vi) Licensee shall indemnify DMRC for any loss/damage/short circuit/fire/electric shock caused during the operation of the Water ATM machine.

(vii) All DERC guidelines will be adhered to including provision of TOD energy Meter.

b.) Water Supply:

Raw water supply (up to 500 Liters per Hour) will be arranged by DMRC. The cost for providing single raw water tapping point shall be borne by DMRC. The raw water provided by DMRC shall be charged @ 50% of the applicable commercial rates of Delhi Jal Board.

d.) 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.

e) Security:

Licensee shall 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.
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 installation activities etc.

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

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 Licensor.
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.
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. 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 shall be refunded by DMRC to the Licensee after adjusting outstanding dues, if any.
CHAPTER: 12

BREACHES/SURRENDER/TERMINATION OF LICENSE AGREEMENT

12.1 Surrender of License Agreement:

(i) No partial surrender of the licensed space or part of the licensed space as detailed in Annexure-1 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 01 (One) Year lock in period provided -
   a) The Licensee successfully completes initial 01 (One) Year lock in period.
   b) There is no arrear pending with the Licensee on the date of issue of surrender notice, or if otherwise approved by DMRC.
   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. 6.4, 6.5 & 6.6 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 premature closure of License Agreement.
   e) Licensee hand over peaceful possession of the all Licensed space to DMRC free from all encumbrances within 07 (seven) days from the termination of License Agreement.

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

(iii) There shall be a lock in period of 01 (One) Year from the date of commencement of License Agreement. The Licensee shall have option to exit from the License Agreement immediately after completion of the said lock in period. For it, the Licensee shall have to issue 180 days prior notice to DMRC. Such prior notice intimation can be given after 06 months however option to exit will be available only after 01 (One) Year. In this case, Security Deposit of the Licensee shall be refunded after adjusting the dues, if any, to be payable by Licensee. In this case, Interest free Security Deposit of the Licensee shall be refunded after adjusting the dues, if any, to be payable by the 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 machines/ property/ goods at nil / zero value. DMRC shall be free to dispose-off the said machines/ property/ goods in whatsoever manner as it deems fit. Licensee shall have no claim for compensation or consideration / damages on this account.
(iv) If the Licensee is desirous of terminating the license hereby created before expiry of the lock-in period of 01 (One) Year, 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 machines/ property/ goods at nil/ zero value. DMRC shall be free to dispose-off the said machines/ 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 lock-in period of one year without serving any prior intimation period/notice 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 machines/ property/ goods at nil / zero value. DMRC shall be free to dispose-off the said machines/ 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 has failed to perform or discharge any of its obligations in accordance with the provisions of License Agreement, unless such event has occurred because of a Force Majeure Event, or due to reasons solely attributable to DMRC without any contributory factor of the Licensee.

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

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

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

f) 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.

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

h) If the Licensee engaging or knowingly has allowed any of its employees, agents 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.

i) 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.

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

k) 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.

l) If the Licensee has abandoned the Licensed Space.

m) If the licensee violates the permitted usage of the Licensed Space as specified in this License Agreement.

12.3 Termination of License Agreement by DMRC:

Provided that in the event of application of clauses 12.2 (a) and (b) above, DMRC shall give to the Licensee 15 days time to cure the default prior to considering the events specified therein as Licensee’s events of default and in the event the Licensee remedies the default to the satisfaction of the DMRC within the cure period, the event shall not be considered as a Licensee Event of Default. In case the licensee fails to remedies the default to the satisfaction of the DMRC within the cure period, then DMRC shall be within its rights to disconnect the utility services & terminate the License Agreement. The Licensee voluntarily agrees not to seek any claim, compensation, damages or any other consideration whatsoever on any ground in this regard.
12.4 On Operational Ground:

On operational ground, DMRC may ask the Licensee to vacate the said site/location after giving a notice of 15 (fifteen) days. Thereupon, DMRC shall provide alternative site/location to Licensee at the same Station or at the other Metro Station. Licensee shall be bound to shift its Water ATM machine/s on the alternative location, within the given time period on his own expenses. The Licensee unequivocally and voluntarily agrees not to seek any claim, compensation or any other consideration on this account on whatsoever reason. However, if Licensee is not willing to shift its Water ATM machine/s to the alternative given site/location due to any reason, then particular location/ site shall be withdrawn and license fee shall be charged for remaining sites/locations.

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) Any 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 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 07 (seven) days.

(ii) On termination of the license agreement, the Licensee shall handover the vacant possession of premises to the DMRC’s authorized representative within 07 (seven) days from the date of termination of License Agreement, after removal of their Water ATM machine/s, 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 (if installed any) without causing damage to the structure. However, the Licensee shall not be allowed to remove any facility, equipment, fixture, etc. which has become an integral part of the development plan of the space. The Licensee agrees voluntarily and un-equivocally not to seek any claim, damages, compensation or any other consideration whatsoever on this account. If the premise is not handed over in good condition as required under this clause,
DMRC reserves the right to deduct/ recover damage charges. 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 as above, DMRC shall be free to take any/all of the following action(s) as deemed fit to it.

(a) DMRC shall levy demurrage/ penal charges at twice the rate of License Fee prevailing on the date of termination of License Agreement, for unauthorized occupation beyond the 07 (seven) days grace period.

(b) And after lapse of this 07 (seven) grace period, DMRC shall take over the machines/ goods / property 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 after completion of grace 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 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 Stations in-charge or its authorized representative, shall not be accepted.

(v) The termination of this Agreement shall not relieve either party from its obligation to pay any sums then owing to the other party nor from the obligation to perform or discharge any liability that had been incurred prior thereto. The Licensee shall be liable to pay all dues outstanding to DMRC including electricity, chiller and other utility charges under this agreement without prejudice to rights and remedies applicable under the law. The final settlement of dues shall take place after submission of vacation certificate from the Depot in charge or his authorized representative subsequent to termination of License Agreement.

(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 and/or to seal/ lock the Licensed Space.
CHAPTER: 13

DISPUTE RESOLUTION

13.1 Arbitration:

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

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

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

13.4 Jurisdiction of Courts:

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

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, if required by Licensee for seeking any permission pertaining to various activities from any Government Agency.
CHAPTER: 15

MISCELLANEOUS

15.1 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.

15.2 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.

15.3 Employees conduct:

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

15.4 Signage:

a) Any kind of advertisement is strictly prohibited and Licensee shall ensure the compliances of the same. However, promotion/branding of own business shall be permitted subject to prior approval of DMRC.

b) 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-

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

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

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

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

## DETAILS OF LICENSED SPACE/S FOR WATER ATM

### Under Package-3

<table>
<thead>
<tr>
<th>S/N</th>
<th>Stations Names as per Annexure-1 of RFP</th>
<th>Locations</th>
<th>Handed Over Area (in sqm)</th>
<th>Rate of License Fee per Sqm/Month (in Rs.)</th>
<th>Rate of Other Maintenance Charges per Sqm/Month (in Rs.)</th>
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<td>50/-</td>
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Annexure-II

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 Bank Draft/ Pay order/ Demand draft only and in case, I/we______________________ intend to make payments through RTGS/NEFT/ECS procedures the same shall require prior approval of DMRC as per the terms and conditions detailed as under:

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

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

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

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

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

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

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 – M/s Union Bank of India, Karol Bagh Branch, IFSC code – UBIN 0530794, MICR code – 110026004, A/c No. - 307301100500008

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

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

To be filled by DMRC Officials

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

1. ____________________________________________________________
2. ____________________________________________________________
3. ____________________________________________________________

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

Dated: ____/____/_______

Signature of MGR/AM-Property Business
Annexure-II (2)

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

To,

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

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

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

Sir,

1.) With reference to above mentioned subject matter, it is requested that kindly allow us to avail the RTGS/NEFT/ECS mode of payment for deposition of payments against aforementioned license agreement.
2.) That, I/we___________________________________ (Name of Licensee/ authorized representative of company/ party/ Licensee) have understood the terms and conditions related to deposition of payments via RTGS/NEFT/ECS mode.
3.) That, I/we also voluntarily agree to submit the format for intimation 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 – M/s Union Bank of India, Karol Bagh Branch, IFSC code – UBIN 0530794, MICR code – 110026004, A/c No. – 307301110050008 subject to submission of format for intimation for deposition of payment via RTGS/NEFT/ECS in PD contracts every time seven (7) before due date for approval of DMRC Ltd and submission of confirmation of deposition of payments before the due date.

Dated: ____/____/_______

Signature of MGR/AM-Property Business
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 shall 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. Installation of DG set is not permitted.

3. Underground metro stations are already air-conditioned and hence separate AC for these are not required. In underground stations, installation of window/ split AC are not permitted, in case of A/C requirement tapping of connection from chilled water line shall be given on chargeable basis, further work shall be done by Licensee. However, for elevated stations Licensee may provide AC at his own cost conforming to detailed specifications attached at Annexure-IV(E).

4. DMRC shall attempt to provide electricity at the point nearest to location; Licensee is required to pay the cost of electrical works required for extension of power from DMRC panel/ DB up to site on actual basis + DMRC service charges @15%. Alternatively, Licensee may also undertake electrical work for extension of power from nominated source under DMRC supervision and complying all codal provisions listed DMRC specifications, upon payment of requisite fees of Rs. 10,000/- per feeder (one feeder with energy meter).

5. DMRC provides power supply up to leased premises on chargeable basis. For meeting the requirement following works shall be done:
   a) Supplying and laying including end termination of suitable size (rating suitable for allowable electric load) LT FRLS/LSZH cable (from source to nearest point) as per standard specifications.
   b) Supplying and fixing of meter box, electrical energy meter and MCB for extending the power. Electrical energy meters require periodic recharge if timely recharge is not done then electric supply is automatically disconnected.

6. Licensee shall extend power supply from this Meter box at his own cost. Please find attached list of approved makes and specifications to be complied for carrying out electrical works inside leased premises, Annexure-IV(D). Licensee is also required to comply with necessary provision for fire safety in accordance with stipulations attached at Annexure-IV(F). The work executed by Licensee shall be inspected by DMRC representative for ensuring compliance of specifications/ stipulations of contract.
7. At the end of the contract (pre-mature surrender/termination, natural completion, etc.) all cable, electrical meter, connected software, etc. shall be sole property of DMRC. The Licensee voluntarily and unequivocally agrees not to seek any claim, damage, compensation or any other consideration whatsoever on account of time and costs associated, in making provision of electricity.

8. Mode of power supply: If Licensee desires they may seek temporary or permanent connection. Temporary connection is given for limited time i.e. 30 days.

9. Permanent connection is given after ensuring all safety compliance and completion of electrical and fire safety works in leased premises in all respect. Format of application for temporary and permanent connection and lists of documents required are attached at Annexure-IV(A)&IV(B).

10. TARIFF: Rate of electricity shall be charged from Licensee at which concerned DISCOM would be charging, had they obtained electric connection from them.

11. All DERC guidelines as applicable are to be adhered to, including provision of TOD energy meter.
Annexure-III(A)

Format of Application for Temporary Power Supply

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

**Procedure**

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

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

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

Format of Application for Permanent Power Supply

<table>
<thead>
<tr>
<th>SN</th>
<th>Item</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Name of the Licensee</td>
<td>:</td>
</tr>
<tr>
<td>2</td>
<td>Station</td>
<td>:</td>
</tr>
<tr>
<td>3</td>
<td>Reference to allotment letter (Copy to be attached)</td>
<td>:</td>
</tr>
<tr>
<td>4</td>
<td>Load Requirement (KW)</td>
<td>:</td>
</tr>
<tr>
<td>5</td>
<td>Details of submission of Advance Consumption Deposited as per load</td>
<td>:</td>
</tr>
<tr>
<td>6</td>
<td>Details of Cable installed along with earthing (Make and rating)</td>
<td>:</td>
</tr>
<tr>
<td></td>
<td>Attach cable test report</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Details of MCCB/MCB installed (make and rating)</td>
<td>:</td>
</tr>
<tr>
<td>8</td>
<td>Details of ELCB installed (make and rating)</td>
<td>:</td>
</tr>
<tr>
<td>9</td>
<td>Details of MDI / TOD Energy installed (Make and rating)</td>
<td>:</td>
</tr>
<tr>
<td></td>
<td>Attach Original Meter Test Report</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Please confirm whether lockable DB with earthing has been provided and sealed by DMRC representative</td>
<td>:</td>
</tr>
<tr>
<td>11</td>
<td>Attach Cable layout plan (submitted by license &amp; signed by concerned E &amp; M supervisor)</td>
<td>Attached</td>
</tr>
<tr>
<td>12</td>
<td>Attach Electrical Declaration on Rs.100/- Non-judicial Stamp paper</td>
<td>Attached</td>
</tr>
<tr>
<td>13</td>
<td>Attach Electrical Installation Test Report (In stipulated format)</td>
<td>Attached</td>
</tr>
<tr>
<td></td>
<td>signed from Electrical contractor holding valid license</td>
<td></td>
</tr>
</tbody>
</table>

Procedure

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

2. Electrical Department and Fire Department shall carry out inspection at site and if found complied, permanent electric connection shall be released.
## 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>(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></td>
</tr>
<tr>
<td></td>
<td>(Manufacturer’s test report is to be enclosed)</td>
<td></td>
</tr>
</tbody>
</table>

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

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

Seal & Signature of the Licensee  
Seal & Signature of Electrical Contractor  
(Holding Valid License)
Specifications for Electrical Works

1. Licensee is required to prepare all the plans/drawings for Electrical & Fire work to be carried by them and obtain prior approval of DMRC before execution. The work is required to be executed as per IE rules and through a licensed Sub Contractor. All costs associated with provision of electricity shall be borne solely by the Licensee. The Licensee hereby voluntarily and unequivocally agrees not to seek any claim, damages, compensation or any other consideration whatsoever on account of time and cost associated in making provision of electricity.

2. For Elevated station load up to 10 KVA shall given in single phase & in case of underground stations load up to 5 KVA shall be given. 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 up to 6 Sq.mm. shall be of copper conductor and above 6 Sq.mm. Aluminum conductors may be used. However in case of underground station use of Aluminum conductor cable is not allowed. Cables for single phase shall be three core, with one core as earth. For three phase load four core cable along with separate 2 nos. of 8 SWG GI wires shall be used for earthing. For underground stations 2 separate earth wire of 8 SWG copper conductor shall be used.

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

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

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

7. Licensee shall 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 used by DMRC in the E&M works.

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

10. Only Galvanized Cable tray, Conduit, Cable Ladder shall be allowed.
11. Internal wiring of luminaries (Light Fittings) and Signages in signage’s panel shall also be FRLSZH in case of underground 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: 1 -- Rating of Electric Items

<table>
<thead>
<tr>
<th>Power Requirement (KVA)</th>
<th>Rating of MCB (A, 10kA)</th>
<th>Rating of ELCB (A, mA)</th>
<th>Cable Size Copper (Sq.mm.) DB to Licensee premises</th>
</tr>
</thead>
<tbody>
<tr>
<td>ELEVATED STATIONS</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0 - 0.1</td>
<td>0.5</td>
<td>16, 30</td>
<td>1.5</td>
</tr>
<tr>
<td>0.1 - 0.2</td>
<td>1</td>
<td>16, 30</td>
<td>1.5</td>
</tr>
<tr>
<td>0.2 - 0.5</td>
<td>2</td>
<td>16, 30</td>
<td>1.5</td>
</tr>
<tr>
<td>0.5 - 0.7</td>
<td>3</td>
<td>16, 30</td>
<td>1.5</td>
</tr>
<tr>
<td>0.7 - 0.9</td>
<td>4</td>
<td>16, 30</td>
<td>1.5</td>
</tr>
<tr>
<td>0.9 - 1.2</td>
<td>5</td>
<td>16, 30</td>
<td>1.5</td>
</tr>
<tr>
<td>1.2 - 1.4</td>
<td>6</td>
<td>16, 30</td>
<td>1.5</td>
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<tr>
<td>1.4 - 2.3</td>
<td>10</td>
<td>16, 30</td>
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<tr>
<td>2.3 - 3.7</td>
<td>16</td>
<td>16, 30</td>
<td>4</td>
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<td>3.7 - 4.6</td>
<td>20</td>
<td>25, 30</td>
<td>4</td>
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<td>4.6 - 7.4</td>
<td>32</td>
<td>32, 30</td>
<td>6</td>
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<tr>
<td>7.4 - 9.2</td>
<td>40</td>
<td>40, 30</td>
<td>10</td>
</tr>
<tr>
<td>9.2 - 10.0</td>
<td>50</td>
<td>63, 30</td>
<td>16</td>
</tr>
<tr>
<td>UNDER GROUND STATIONS</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0 - 0.1</td>
<td>0.5</td>
<td>16, 30</td>
<td>3 Core x 4 Sq. mm (for single phase)</td>
</tr>
<tr>
<td>0.1 - 0.2</td>
<td>1</td>
<td>16, 30</td>
<td>3 Core x 4 Sq. mm (for single phase)</td>
</tr>
<tr>
<td>0.2 - 0.5</td>
<td>2</td>
<td>16, 30</td>
<td>3 Core x 4 Sq. mm (for single phase)</td>
</tr>
<tr>
<td>0.5 - 0.7</td>
<td>3</td>
<td>16, 30</td>
<td>3 Core x 4 Sq. mm (for single phase)</td>
</tr>
<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>
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<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>
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<td>25.0 - 35.0</td>
<td>63</td>
<td>63, 30</td>
<td>4 Core x 25 Sq. mm Copper Conductor (for three phase)</td>
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<tr>
<td>S.No.</td>
<td>Item</td>
<td>Approved Makes</td>
<td></td>
</tr>
<tr>
<td>------</td>
<td>-------------------------------------------</td>
<td>-------------------------------------------------------------------------------</td>
<td></td>
</tr>
<tr>
<td>1.</td>
<td>GI Conduit Pipes</td>
<td>BEC, AKG, NIC, Steel Craft -- ISI Marked</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>GI Conduit Accessories</td>
<td>Confirming to BIS as per approved samples</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Copper Conductor FRLS, PVC insulated wires</td>
<td>National, Ecko, Finolex, Havells, Grandly, NICCO, Asian, Poly Cab</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Copper Conductor FRLSZH, PVC insulated wires</td>
<td>Polycab, Ducab Dubai, Cords Cables, KEI.</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>FRLS Cables</td>
<td>Fort Gloster, NICCO, Finolex, Asian/RPG, KEI, Havells, Polycab, CCI, Universal</td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>FRLSZH, PVC Cables</td>
<td>Polycab, Ducab Dubai, Cords Cables, KEI, Rashi Cables.</td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>Switches &amp; Socket outlets</td>
<td>Crabtree, Anchor, MDS, LK (Schneider)</td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>MCB, RCCB (ELCB)</td>
<td>L&amp;T Hager, MDS, Siemens, GE, Merlin-Gerin, ABB, Schnieder</td>
<td></td>
</tr>
<tr>
<td>11.</td>
<td>Luminaries</td>
<td>Philips / Schrader / Osram / Bajaj / Thorn / Crompton</td>
<td></td>
</tr>
</tbody>
</table>
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 makes 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)-1982 (amendment 1 & 2). Rotary compressor shall be covered by manufacturers 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-enamedled 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 paintings are also acceptable in lieu of stove enamedled 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-O 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, up to switch AT location of indoor unit. Switch/Socket/Plug is also included.
Fire Safety Requirements

Built-up Shops/ Bare Spaces: This category includes ATMs, Retail Outlets provided as bare space for a maximum area of 100 Sq m. Under this category, only fire Extinguishers are required is detailed in below in Table-2

| TYPE & 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: |
| AREA |
| Up to 10 Sq. m. | Above 10Sq. m. and below 50 Sq. m. | Above 50 Sq. m. and below 100 Sq. m. |
| One Fire Extinguisher of 2 KG capacity | One Fire extinguisher of 4 KG capacity | Two Fire extinguishers, one of 5 KG and another of 9 Liters Water Type |

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.

For Built-up Shops at Underground metro stations viz. RCK_01, RCK_03 and RCK_05:

1. In addition to fire Extinguishers at above shops, fire detection and sprinkler system will be required to be provided and always remains in healthy condition.

2. In case the internal finishing of leased space has false ceiling or false floor, then detectors shall be provided both above and below false ceiling and also below false floor. The fire detection system will have to be integrated with the existing system, as per approval of DMRC.

3. In no case, the heat exhaust by licensee’s equipments should not mix with DMRC system. Provision of heat exhaust should also provide by licensee themselves with prior approval of DMRC.
Declaration

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

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.
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 be installed and 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.

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 to the layouts/schemes/details shall be taken from DMRC O&M wing.

13.3 Only FRLS 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 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 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.
13.7 Licensee shall not be permitted to use any standby Diesel Generator Sets. Licensee shall only be 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 2 KVA on which the demand charges as applicable shall be paid by the Licensee. Additional power up to 10 kW on single phase and thereafter on three phase system if required by the Licensee 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, a token penalty of Rs. 1000/- shall be charged from him along with disconnection of power supply. Reconnection of power supply shall be done only after charging Rs. 100/- as reconnection fee and clearance of all dues duly obtaining approval of Competent Authority of DMRC.

14. That the 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 (Duly notarized) of Rs. 100/-]

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 has 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.
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 LSZH cables shall be used. Licensee shall have to provide a Low voltage switchboard 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. 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 to the layouts/ schemes/ details shall be taken from DMRC O&M wing. The Licensee hereby voluntarily and unequivocally agrees not to seek any claim, damage, compensating or any other consideration 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.

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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 2 KVA on which the demand charges as applicable shall be paid by the Licensee. Additional power up to 5 KVA on single phase and thereafter on three phase system if required by the Licensee shall be supplied subject to availability at an additional cost and conditions to be stipulated by DMRC.

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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.__________________________

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   a) Allotment/possession letters, Lease deed
   b) General Power of Attorney together with proof of ownership of the executor. {Applicable in case of company}
Annexure-IV

Material specifications for refurbishment

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-V (A).

Interior Surface Finishes:

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

b. Elevated Stations
All surface interior finishes should be having certification of class 1 flame spread rate as classified in IS: 12777:1989.
Annexure-IV (A)

Material Specification for renovation/ refurbish of premises

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Sherwin Williams Paints  
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"Heritage" Paints  
Texfin Products (M/s Niko)  
Acro Paints  
Birla  
ICI Dulux  
NCL AL TEK  
Kamdhenu Paints  
Bizzar  
Sherwin Williams Paints |
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Nerolac  
H C Associates  
Modi Industries Ltd (Paint Section) |
| 16 | WALL CARE PUTTY | J.K. White  
Unistone  
Birla (Aditya Birla Group)  
Shalimar Paints  
Gyproc Wall Putty (Saint Gobam) |
| 17 | GLASS 9 Float / Toughened | Float Glass India Ltd (Asahi float)  
Asahi Float (AIS)  
Modigaurd  
Glaverbel  
Saint Gobam  
Sejat |
| 18 | STRUCTURAL GLAZING FABRICATORS | PERMASTEELISA (INDIA) PRIVATE LIMITED  
Alufit (INDIA) Pvt Ltd  
SP Fabricators Pvt Ltd  
Alpro India  
Ashoo Decore (India) Pvt Ltd  
Innovators |
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| 27 | POLY SULPHIDE SEALANTS | MYK Lalicrete  
Toyo Ferrous Crele (P) Ltd  
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Unistone Super Grout  
Pidilite  
STP Limited  
Sika  
CICO  
BASF  
FOSROC  
SWC |
| 28 | SILICONE SEALANTS | GE Bayer Silicones  
Dow Corning  
Sika  
McCoy Soudat |
| 29 | SILICON WATER REPELLANT SOLUTION | GE Bayer Silicons  
Metroark  
STP Limited  
MC Bauchemnic  
Choksey Chemicals |
| 30 | POLYURETHANE SEALANTS | 3M  
SIKA  
McCoy Soudal |
| 31 | PLYWOOD | Duroply Sharda Ply Wood Industries  
Century Ply  
Kitply  
Green Ply wood  
Virgo Lam (M/s Virgo Industries - Virgo Plywoods Ltd)  
Swastik Plyboard Ltd (Swati Plyboard)  
Merino |
| 32 | BLOCKBOARD | Duroply-Sharda Ply wood Industries  
Century Ply  
Kitply  
Green Ply wood  
Virgo Lam (M/s Virgo Industries - Virgo Plywoods Ltd)  
Merino |
| 33 | LAMINATE | Decolam / Decolite (A Bakelite Hylam Product)  
Formica Corporation |
| 34 | PRE-LAMINATED PARTICLES BOARD | Sundek International Decorative Liminates  
BAKELITE HYLAM LTD  
Greentam Asia Pacific Pvt Ltd  
Merino  
Virgo Lam (M/s Virgo Industries)  
| 35 | FLUSH DOORS | Novopan (GVK Group)  
Ecoboard  
Action Tesa (Action Buildwell)  
Bhutan Board  
| 36 | COMPACT LAMINATION DOORS | Kanchan Ply  
Swastik Plyboard Ltd (Swati Plyboard)  
Kutty's  
Diamond Flush Doors/Star Metal Forms P Ltd  
Raa Veeta  
Alpro Panels  
| 37 | PRESSED STEEL DOOR FRAMES | Greenlam Asia Pacific Pvt Ltd sturdo rest rooms and cubicals  
Green Ply wood  
| 38 | FIRE DOORS | Agew Steel Manufactures Pvt Ltd  
Sen Harvic Windows Private Limited  
Oaynus  
| 39 | SANITARYWARAE | Signum Fire Protection (I) Pvt Ltd  
Godrej & Royce Manufacturing Company Limited  
Radiant Fire Protection Engineers Pvt Ltd.  
NAVAIR INTERNATIONAL LTD  
Sehgal & Sehgal  
ShaktiMet  
| 40 | SANITARY & BATH FITTINGS | Hardware  
Cera  
Roca  
Pafrryware  
Euro  
Somany  
| 41 | FRAMELESS GLASS PARTITION | Mayur/Othello  
Jaquar and Company Pvt Ltd  
Kohler  
Kingsion (Plastocraft Sanitary India Pvt Ltd  
Cauret  
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<td>44   STONE GLADDING CLAMPS</td>
<td>Hilti India Pvt Ltd</td>
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<td>46   DRAINAGE PIPES</td>
<td>Tirupati Plastomatics</td>
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<td>47   DUCTILE IRON PIPES</td>
<td>Electro steel</td>
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<td>48   CAST IRON (A) S/S PIPES &amp; FITTINGS</td>
<td>Kesoram</td>
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<td>(IS:1536)</td>
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<td>49   GI &amp; MS PIPES (IS: 1239 PART I &amp; II, IS:</td>
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<td>Swastik Plyboard Ltd (Swati Plyboard)</td>
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<td>50   GI FITTING MALLEABLE (IS: 1879 PART 1</td>
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<td>51   UPVC PIPES &amp; FITTINGS (IS: 4985-1981)</td>
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<td>CPVC PIPES &amp; FITTINGS</td>
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<td>STONEWARE PIPES 7 GULLY TRAPS (IS:651)</td>
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<td>RCC DSPIPES (IS:458)</td>
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<td>COPPER PIPES &amp; FITTINGS</td>
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<td>PPR PIPES &amp; FITTINGS</td>
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<td>POLYBUSYLENE (PB) PIPES &amp; FITTINGS</td>
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<td>MODIFIED BITTUMINOUS MEMBRANE ROOF WATERPROOFING</td>
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Annexure-V

Handing Over Note

Date: ___/___/20....

Site measuring _____ x _____ = _____ Sqm, at ........................................ Metro Station (Location may be added) ........................................ is handed over to the licensee, through Shri................................................................. of M/s ________________________________ office at.................................................................on...........................................(date) at .........................hrs (time), In the presence of Property Business Wing, E & M Wing, C & S Wing & Operations Wing representatives.

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

________________________             _________________
Licensee                                      PB Cell

________________________             _________________
E & M                                             Works

________________________
SM/SC
Annexure-VI

Taking Over Note

Date: ………20…

Vacant possession of the Bare Space ……………………………… metro Stations admeasuring …………Square meter is taken over by Authorized DMRC representative on ………………………(Date)……………………(Time) from the Licensee Through Sh/Smt./Ms………………………………..of M/s. …………………………………office at __________ in the presence of Property Business Wing, E&M Wing, C&S Wing & Operations Wing representatives.

_________________________  ____________________________
Licensee  PB Cell

_________________________  ____________________________
E & M  Works

__________________________
Operations