REQUEST FOR PROPOSAL (RFP) DOCUMENT

PD area outside Tilak Nagar Metro Station

Contract: PD- 13

DELHI METRO RAIL CORPORATION LTD.
Office of Executive Director,
25 Ashoka Road, New Delhi –110 001
DISCLAIMER

This request for proposal (RFP Document) for "Contract PD-13: Property Development at PD area outside Tilak Nagar MRTS Station" contains brief information about the spaces, the Qualification Requirements and the Selection process for the successful Bidder. The purpose of the RFP document is to provide Bidders with information to assist the formulation of their bid application (the 'Application').

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

This RFP Document does not purport to contain all the information that each Bidder may require. This RFP Document has been prepared with a view to provide the relevant information about the Project available with DMRC and has not been prepared keeping in mind the investment objectives, financial situation and particular needs of each Bidder. The DMRC advises each Bidder to conduct its own investigations and analysis and satisfy itself of the accuracy, reliability and completeness of the information in this RFP Document and to obtain independent advice from appropriate sources. The DMRC, its employees and advisors make no representation or warranty and shall not be liable in any manner whatsoever as to the accuracy; reliability or completeness of the information provided in this RFP Document.

This RFP may not be appropriate for all persons, and it is not possible for DMRC, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in the Bidding Documents may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. DMRC accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

Intimation of discrepancies in the RFP Document, if any, may be given, by the Bidders, to the office of the DMRC, immediately, by the Bidders. If DMRC receives no written communication, it shall be deemed that the Bidders are satisfied with the information provided in the RFP document. In particular, DMRC shall not be responsible /liable for any latent or evident defect in the character of the Project/Project including but not limiting to the following:
1. Soil testing/investigations
2. Water availability of ground water
3. Electricity availability and provisions
4. Site Drainage
5. Site approach
6. All statutory permissions from various authorities including approvals from town planning or other authorities as per the Central / State Government norms.
7. All applicable rent, rates, duties, cess and taxes, if any
8. All applicable statutory laws and provisions
9. Technical and financial feasibility of the project.

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

This RFP Document is not an agreement and is not an offer or invitation by DMRC to any other party. The terms on which the Project is to be developed and the right of the successful Bidder, shall be as set out in separate agreements executed between DMRC and the successful Bidder in the format broadly set out herein. DMRC may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

DMRC, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this Bid Stage.

DMRC also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

DMRC may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

DMRC reserves the right to accept or reject any or all Applications without giving any reasons thereof. DMRC will not entertain or be liable for any claim for costs and expenses in relation to the preparation of the documents to be submitted in terms of this RFP Document.

This single RFP document is applicable for all the packages being offered but each package will be considered as an independent tender and except the RFP document other
formalities like the tender security submission, Quoting of Recurring payment etc has to be fulfilled/ considered as part of independent tender process.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by DMRC or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and DMRC shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

The word “Bid” and “Tender” is used interchangeably in the document.
## Content

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Content</th>
<th>Page No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Project Background</td>
<td>5-6</td>
</tr>
<tr>
<td>2</td>
<td>Notice Inviting Bid</td>
<td>7-14</td>
</tr>
<tr>
<td>3</td>
<td>Regulation of bids and Lease Agreement</td>
<td>15-36</td>
</tr>
<tr>
<td>4</td>
<td>General Conditions of Lease Agreement</td>
<td>37-51</td>
</tr>
<tr>
<td>5</td>
<td>Annexures</td>
<td>52-73</td>
</tr>
</tbody>
</table>
SECTION 1

PROJECT BACKGROUND
1. PROJECT BACKGROUND

1.1. Introduction

1.1.1 Delhi Metro Rail Corporation (DMRC), a joint venture of the Government of India (GOI) and the Government of the National Capital Territory of Delhi (GNCTD) implementing the Delhi Metro Rail Projects, has been mandated by Ministry of Urban Development (MoUD) to undertake value capture from property development initiatives for sustainable revenue generation for the DMRC vide its Policy Circular No K-14011/8/2000-MRTS (Pt.) dt 30.3.2009. Now vide notification no. S.O.2023(E) Dated 9th June 2016 Ministry of Urban Development has further strengthened the DMRC property development to ensure financial viability of the Mass Rapid Transit System (MRTS) project, certain fiscal concessions were considered necessary and facilitating property development by DMRC on land allotted to them.

1.1.2 Through this RFP Document, DMRC intends to select a “lessee” to take up on ‘Lease basis’, the spaces available for property development at PD area outside Tilak Nagar station complex of Delhi Mass Rapid Transit System (MRTS) (hereinafter referred to as “Project Site”). This Licensing has been envisaged to generate up-front and recurring revenues to DMRC to supplement its non fare-box collections in the operation phase. An information document covering the purpose of the lease, details of space available at depot etc. may be downloaded from the website http://eprocure.gov.in/eprocure/app.

1.1.3 The project site (Tilak Nagar Metro Station) is a part of Line-3 (Blue line) of Delhi MRTS project. Tilak Nagar is a prominent station where approx 220 sqm PD area is available which is proposed to be leased out for various uses as detailed in this document. The space is ideally suitable for commercial shops and food joints.
SECTION 2

NOTICE INVITING BID
SECTION 2: NOTICE INVITING BID

2.0 Notice Inviting Bids
The land (area) of approx. 220 Sqm outside the Tilak Nagar Metro Station Site is proposed to be given on lease basis through this bidding process on “as is where is basis” as demarcated in the plans placed as Annexure – 6 of this document and is in form of bare piece of land.

Lessee is required to develop the PD area by constructing a single story temporary/lightweight structure for retail or commercial development, details as given below:

<table>
<thead>
<tr>
<th>Package</th>
<th>PD area</th>
<th>Area in Sqm</th>
</tr>
</thead>
<tbody>
<tr>
<td>01</td>
<td>For Temporary/lightweight construction</td>
<td>130</td>
</tr>
<tr>
<td></td>
<td>Open</td>
<td>90</td>
</tr>
<tr>
<td></td>
<td>Total</td>
<td>220</td>
</tr>
</tbody>
</table>

(Hereinafter individually referred to as “Land (area)” or “Leased Area”)

2.1 Temporary/lightweight structure mean structures without any foundation or footing and which can be removed when required such as fabric structures, fabric building systems and steel prefab structures i.e. knock down systems etc.. The licensee shall have to get the drawings, including exteriors, approved by DMRC before doing any construction at site.

2.2 DMRC invites Bids from suitable participants who may be a sole proprietorship firm or a partnership firm or a body corporate incorporated and registered in India under the Companies Act, 1956 /2013, duly registered under the law applicable to such company, either individually or in Joint Venture/Consortium under an existing agreement (the “Bidders”, which expression shall, unless repugnant to the context, include the members of the Consortium/ JV) for selection of Lessee(s) to grant rights under the Lease Agreement for the commercial utilization of the Lease Space(s) for various purposes, except banned list of usages as detailed in Annexure-9.

2.3 Deemed Knowledge and Disclaimer:

2.3.1 DMRC shall receive Bids pursuant to this RFP document, in accordance with the terms set forth herein as modified, altered, amended and clarified from time to time by DMRC. Bidders shall submit bids in accordance with such terms on or before the Proposal Due Date. The participating Bidders are expected to visit the Project Site to examine its precincts and the surroundings at the Bidder’s own expenses and ascertain on its own responsibility, information, technical data, traffic data, market study, etc. including actual condition of existing services.
2.3.2 The Bidder shall be deemed to have inspected the Project Site and be aware of the existing buildings, constructions, structures, installations etc., if any existing in the Leased Space(s) and shall not claim for any change on the Project Site after submitting its Bid. The Bidder hereby admits, agrees and acknowledges that DMRC has not made any representation to the Bidder or given any warranty of any nature whatsoever in respect of the Project Site including in respect of its usefulness, utility etc or the fulfillment of criteria or conditions for obtaining Applicable Permits by the Bidder for implementing the Project.

2.3.3 The Bidder shall be fully and exclusively responsible for, and shall bear the financial, technical, commercial, legal and other risks in relation to the development of the assets regardless of whatever risks, contingencies, circumstances and/or hazards may be encountered (foreseen or unforeseen) including underground utilities and notwithstanding any change(s) in any of such risks, contingencies, circumstances and/or hazards on exceptional grounds or otherwise and whether foreseen or unforeseen and the Bidder shall not have any right whether express or implied to bring any claim against, or to recover any compensation or other amount from DMRC in respect of the Project other than for those matters in respect of which express provision is made in the Lease Agreement.

2.4 Salient features of Bidding Process:

a) DMRC has adopted a two packet bidding process for declaration of a Selected Bidder for each schedule to grant rights under the Lease Agreement for the Leased Space.

b) The details of bidding process are provided in Section 3.

c) Schedule of bidding process for RFP:

<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Tender Security amount (Earnest Money Deposit)</td>
<td>Amount of tender Security: INR 0.22 Lakhs Tender Security (in original) as per clause 3.10 of Section-3 shall be accepted only up to 1500 hrs on 18.07.2018 in the office of Executive Director/PD at the address mentioned hereinafter. For further details, Clause 3.10 of Section-3 may be referred. (GST Registration No. shall also be provided along with the tender security)</td>
</tr>
<tr>
<td>Cost of RFP Bid Document</td>
<td>INR 5900/- (inclusive of 18% GST) Non-Refundable Payment of tender document cost/tender fee is to</td>
</tr>
</tbody>
</table>
be made only by RTGS, NEFT & IMPS. No other mode of payment will be accepted. The detail of bank account of DMRC is mentioned below. The bidders will be required to upload scanned copies of transaction of payment of tender document cost/tender fee at the time of online bid submission).

(Copy of GST registration no. to be provided along with Tender document cost/ tender fee)

<table>
<thead>
<tr>
<th>Last date of receiving queries</th>
<th>27.06.2018 upto 17:00 Hrs (Queries from bidders after due date shall not be acknowledged)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pre-Bid Conference</td>
<td>26.06.2018 at 11.00 hrs</td>
</tr>
<tr>
<td>DMRC’s response to queries by</td>
<td>09.07.2018</td>
</tr>
<tr>
<td>Tender Submission Start Date &amp; Time</td>
<td>10.07.2018 from 09:00 Hrs.</td>
</tr>
<tr>
<td>Tender Submission End Date &amp; Time</td>
<td>18.07.2018 upto 15:00 Hrs.</td>
</tr>
<tr>
<td>Date &amp; Time of Opening of RFP Bids online</td>
<td>20.07.2018 @ 15:00 Hrs.</td>
</tr>
<tr>
<td>Authority and place for submission of RFP Bid Document cost, Tender Security amount, seeking clarifications &amp; Pre Bid Meeting</td>
<td>Office of Executive Director/PD, Delhi Metro Rail Corporation, 25 Ashoka Road, New Delhi- 110001</td>
</tr>
</tbody>
</table>

To facilitate payment of tender fee and tender Security through RTGS, NEFT & IMPS, the details of bank account of DMRC is mentioned below:

<table>
<thead>
<tr>
<th>Name of Bank</th>
<th>Bank’s Address</th>
<th>Account Name &amp; no.</th>
<th>Account Type</th>
<th>IFSC code</th>
</tr>
</thead>
<tbody>
<tr>
<td>ICICI Bank</td>
<td>9A, Phelps Building, Connaught Place, New Delhi-110001</td>
<td>DMRC Ltd, PD cell A/c, 000705011546</td>
<td>Current</td>
<td>ICIC0000007</td>
</tr>
</tbody>
</table>

d) Schedule of Various Stages: The Selected Bidder shall follow the following time lines:

<table>
<thead>
<tr>
<th>Stage of Activity</th>
<th>Time Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>Payment of Upfront Fee and Security Deposit to DMRC.</td>
<td>Within 30 days of issue of Letter of Acceptance</td>
</tr>
</tbody>
</table>
Signing of Lease Agreement | Within 7 days after payment of Upfront Fee and Security Deposit.
---|---
Payment of Advance Lease Fee for 1st Quarter to DMRC by Lessee. | Within 7 days after end of moratorium period i.e. Six months after signing of the Lease Agreement without consideration of any interest. Delay in payment of advance lease fee shall attract interest @ 20% per annum on outstanding balance on due date

2.5 The bidders are advised to keep in touch with e-tendering portal https://eprocure.gov.in/eprocure/app for updates. The Letter of Acceptance to the successful bidder shall be uploaded on procurement portal which can be downloaded by the successful bidder. For any complaints tenderers may contact CVO DMRC at 1st floor A-Wing, Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi –110001, Tel:011-23418406, Email: cvodmrc@gmail.com.

**Instructions for Online Bid Submission:**

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

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

**REGISTRATION**

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

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

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

4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.

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

SEARCHING FOR TENDER DOCUMENTS

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

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

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

PREPARATION OF BIDS

1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.

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

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

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

SUBMISSION OF BIDS

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

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

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

d) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.

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

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

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

g) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
**Contract PD-13** PD area outside Tilak Nagar Metro Station

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

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

**ASSISTANCE TO BIDDERS**

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

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

3) For any Technical queries related to Operation of the Central Public Procurement Portal Contact at:

   Mobile Numbers: 91 7878007972, 91 7878007973, 91 7574889871, 91 7574889874, 91 8826246593 Tel: The 24 x 7 Toll Free Telephonic Help Desk Number 1800 3070 2232. Other Tel: 0120-4200462, 0120-4001002.

   E-Mail: cppp-nic[at]nic[dot]in
SECTION 3
REGULATION OF BIDS
AND
LEASE AGREEMENT
3.1 GENERAL

3.1.1 DMRC invites online Bids from eligible Bidders in terms of eligibility criteria as specified in this document for granting lease to construct, develop, operate, manage and maintain the Leased Area.

3.1.2 The information submitted in the RFP document will form the basis for evaluating the Bidders. The Bidders may participate in the Bid process as per the instructions given in this RFP document.

3.1.3 From amongst the Bidders fulfilling the Eligibility Criteria, as laid down in this RFP document, the total space shall be offered to the Selected Bidder on the basis of the Lease Fee quoted by the Selected Bidder.

3.1.4 The intending Bidder must read the terms and conditions carefully.

3.1.5 Information and instructions for tenderers posted on website https://eprocure.gov.in/eprocure/app shall form part of tender documents.

3.1.6 The Request for Proposal Document (RFP Document) can be seen and downloaded from website https://eprocure.gov.in/eprocure/app. RFP document can only be obtained online after registration on the website https://eprocure.gov.in/eprocure/app.

3.1.7 RFP Document can only be submitted after uploading the mandatory scanned documents towards cost of Bid Documents such as Demand Draft or Pay Order or Banker's Cheque from a branch in India of a scheduled foreign bank or from a scheduled commercial bank in India acceptable to DMRC and towards Tender Security such as Bank Guarantee or Demand Draft or Pay Order or Banker's Cheque from a branch in India of a scheduled foreign bank or from a scheduled commercial bank in India acceptable to DMRC and other documents as stated under Clause 3.15 of RFP Document.

In case of RTGS/NEFT & IMPS transaction, bidders shall required to upload the scanned copies of transaction of payment (clearly indicating tender number i.e. PD-13 in the remarks or description column) of cost of Bid documents and tender security/EMD at the time of online bid submission. The detail of Bank account of DMRC is mentioned in section 2: Notice Inviting bid clause 2.4 of RFP.

3.1.8 Those tenderers who are not registered on the website https://eprocure.gov.in/eprocure/app shall be required to get registered beforehand. If needed they can be imparted training on ‘online tendering process’ as per details available on the website.
3.1.9 The authorized signatory of intending tenderer as per Power of Attorney (POA) must have valid **class-III/II** digital signature. The complete RFP Document shall only be uploaded using Class-III/II digital signature of the authorized signatory.

3.1.10 On opening date, the tenderer can login and see the tender opening process. After opening of tenders they will receive the competitor bid sheets.

3.1.11 Tenderer can upload documents in the form of **JPG** format and **PDF** format.

3.1.12 Tenderer must ensure to quote rate in financial proposal.

3.1.13 Each Tenderer shall submit only one tender. If a Tenderer submits more than one Tender, all the tenders in which he has participated shall be considered invalid.

3.2 **Downloaded RFP Documents:**

3.2.1 The complete bid document can be downloaded from the website of [https://eprocure.gov.in/eprocure/app](https://eprocure.gov.in/eprocure/app) and a non-refundable fee Rs. 5900/- (inclusive of 18% of GST) towards the cost of the Bid document shall be submitted upto the date and time specified in NIT in the office of Executive Director/PD, failing which the Bid shall be rejected out-rightly. In case a Bidder Bids for more than one package of lease space if available, separate document cost for each package has to be paid. No tampering, alteration or changing of the contents of the Bid documents is permissible. The DMRC shall not be responsible for any printing error while downloading the documents.

3.2.2 The Bidders are required to download the plans of the Leased Space(s) from the bid documents uploaded on the e-tendering portal [https://eprocure.gov.in/eprocure/app](https://eprocure.gov.in/eprocure/app) and place the same as Annexure-6. The Bidder hereby agrees voluntarily and unequivocally not to seek any claim, damages, compensation or any other consideration whatsoever on account of having to collect the Leased Space(s) plans from DMRC.

3.3 **Queries in RFP and Amendments**

3.3.1 Bidders may upload their queries, if any, on e-tendering portal [https://eprocure.gov.in/eprocure/app](https://eprocure.gov.in/eprocure/app) not later than the date specified under the bid schedule of Section-2 of RFP. DMRC shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive bidding process; however, no queries received after prescribed date shall be entertained by the DMRC.

3.3.2 At any time prior to the Proposal Due Date, the DMRC may, for any reason whatsoever, whether at its own initiative or in response to clarifications requested by
a Bidder, modify the RFP through the issuance of an addendum. This shall be uploaded on e-tendering portal https://eprocure.gov.in/eprocure/app and shall be binding upon all the bidders.

3.3.3 In order to give the Bidders reasonable time to take an addendum into account, or for any other reason, the DMRC may, at its discretion, extend the Proposal Due Date.

3.3.4 The Response to queries/ addendums (if any) will be uploaded on https://eprocure.gov.in/eprocure/app and the Bidders are advised to keep a regular check on the website for any such updates.

3.4 PRE-BID MEETING

3.4.1 DMRC shall conduct a pre-bid meeting on the date and location specified under the bid schedule of Section-2 of RFP for the purpose of providing clarification and answering the queries of the prospective Bidders.

3.4.2 The tenderer is requested to upload any question online not later than the last date of seeking clarification as mentioned in key details of NIT.

3.4.3 The text of the questions raised by all the tenderer and the responses given will be transmitted without delay to all purchasers of the Tender Documents. Any modification of the Tender Documents, which may become necessary as a result of the Pre-Tender meeting, shall be made by the DMRC exclusively through the issue of an Addendum pursuant to Clause 3.3 above.

3.4.4 Non-attendance at the Pre-Tender meeting will not be a cause for disqualification of a Tenderer.

3.5 ELIGIBILITY CRITERIA

The Bidder shall meet the following minimum Eligibility Criteria (the “Eligibility Criteria”):

3.5.1 A Bidder must be a sole proprietorship firm or a partnership firm or a body corporate incorporated and registered in India under the Companies Act, 1956 /2013, duly registered under the law applicable to such company, either individually or in Joint Venture or a Consortium under an existing agreement and further subject to compliance with applicable laws, policies and guidelines of the Government of India.

In case the Selected Bidder is a Consortium/ JV, such Consortium/ JV shall be required to incorporate a company under Companies Act, 2013 which shall be a special purpose company (“SPC”) within 30 days of issuance of the LOA and the SPC shall enter into Lease Agreement with DMRC for implementation of the
Project. The members of Consortium/ JV shall be required to maintain 100% of the equity of the SPC throughout the subsistence of the Lease Agreement. In case company is not incorporated within 30 days of issuance of LOA, then the LOA will stand cancelled and the amount deposited by the selected bidders (i.e. tender security, Security Deposit, Upfront amount etc.) shall be forfeited.

In case selected bidder is other than a consortium/ JV, special purpose company (SPC), may be formed within 30 days of issuance of the LOA under intimation to DMRC and the SPC shall enter into Lease Agreement with DMRC for implementation of the project. The bidder shall be required to maintain 100% of equity of the SPC throughout the subsistence of the Lease Agreement.

3.5.1.1 **Bidder/SPV (either as single entity or as a member of JV/Consortium)** having lease/license agreement of DMRC property and have any dues pending for more than 90 days as on the last date of submission of bids, will be considered ineligible to participate in this bid. The bidder should submit an **undertaking to this effect as per Annexure-13 of RFP.**

3.5.2 A Bidder should have a minimum net worth of **Rs. 10.85/- Lakh** during last audited financial year (2017-18).

In Case of JV/Consortium - Net worth will be based on the percentage participation of each Member.

Example: Let Member-1 has percentage participation = M and Member-2 has =N. Let the Net worth of Member-1 is A and that of Member-2 is B, then the Net worth of JV will be 

$$\text{Net worth of JV} = \frac{AM+BN}{100}$$

3.5.3 The minimum average annual turnover of a Bidder should be **Rs. 10.85/- Lakh** for the preceding three financial years as per the audited balance sheets of the Bidders starting from the financial year 2015-16.

The average annual turnover of JV/Consortium will be based on percentage participation of each member.

Example: Let Member-1 has percentage participation = M and Member - 2 has =N. Let the average annual turnover of Member-1 is ‘A’ and that of Member-2 is ‘B’, then the average annual turnover of JV/Consortium will be

$$\text{Average annual turnover of JV/Consortium} = \frac{AM+BN}{100}$$

Notes:

Financial data for latest last three audited financial years has to be submitted by the tenderer in Annexure-3 along with audited balance sheets. The financial data in the prescribed format shall be certified by Chartered Accountant with his stamp and signature in original. In case audited balance sheet of the last financial year is not made available by the bidder, he has to submit an affidavit certifying that ‘the
balance sheet has actually not been audited so far. In such a case the financial data of previous ‘3’ audited financial years will be taken into consideration for evaluation. If audited balance sheet of any year other than the last year is not submitted, the tender may be considered as non-responsive.

3.5.4 Any DMRC / Any other Metro Organisation (100% owned by Govt.), Ministry of Housing and Urban Affairs / Order of Ministry of Commerce, applicable for all Ministry has not banned business with the bidder as on the date of tender submission. Also none of the work has been rescinded / terminated by DMRC / Any other Metro Organisation (100% owned by Govt.), after award of contract to bidder during last 3 years (from the last day of the previous month of tender submission) due to non-performance of the bid. The Bidder should submit undertaking to this effect in Annexure-11.

3.5.5 A firm, who has purchased the tender document in their name, can submit the tender either as individual firm or in joint venture/Consortium/ JV.

3.5.6 NON SUBSTANTIAL PARTNERS IN CASE OF JV/CONSORTIUM
a. Lead partner must have a minimum of 51% participation in the JV/Consortium.
b. Partners having less than 26% participation will be termed as non-substantial partner and will not be considered for evaluation which means that their financial soundness and work experience shall not be considered for evaluation of JV/Consortium.
c. In case of JV/Consortium, change in constitution or percentage participation shall not be permitted at any stage after their submission of application otherwise the applicant shall be treated as non-responsive.

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

3.6 BID BY A CONSORTIUM/ JV OF FIRMS
Bids submitted by the Consortium/ JV must comply with the following requirements:

3.6.1 The number of members shall not exceed three (3).
3.6.2 The members of Consortium/ JV should have entered into a Memorandum of Association (“MOA”) (as per Annexure 7) between themselves. One of the members of Consortium/ JV, holding at least 51% of the equity / ownership stake shall be authorized and nominated as the ‘Lead member’ (“Lead Member”) to act and represent all the members of the Consortium/ JV for bidding and implementation of the Project. A copy of this MOA shall be enclosed with the Bid.
3.6.3 The Lead Member shall hold not less than 51% (fifty one per cent) of the equity of the SPC during the subsistence of the Lease Agreement and that each member of the Consortium/ JV whose financial capacity was evaluated for the purposes of award of the Project shall hold at least 26% (twenty six per cent) of such Equity during the subsistence of the Lease Agreement. Replacement of the Lead Member shall not be allowed at any time during the subsistence of the Lease Agreement.

3.6.4 A Bidder or a member of a Consortium/ JV can be a member in only one Consortium/ JV. If a Bidder / member participates in more than one Bid for the same site / space, all Bids of which it is a part shall be summarily rejected.

3.6.5 All members of the Consortium/ JV shall be jointly and severally liable for the execution of the Project during Lease Period in accordance with the terms of the Lease Agreement.

3.6.6 RFP submitted by a firm or Consortium/ JV must comply with the following requirements:

- The RFP shall include all the information required for each member of Consortium/ JV separately.
- The covering letter (Section 3) must be signed by the Lead Member only in the prescribed format.
- The members of Consortium/ JV must clearly spell out their respective roles in the Consortium/ JV in the prescribed format (as per Annexure 7) only.

3.6.7 If the Selected Bidder is a Consortium/ JV, the Agreement shall be signed with the SPC incorporated by such Consortium/ JV, however, all members of the Consortium/ JV shall be liable jointly and severally, for the execution of the Project in accordance with the terms of the Agreement.

3.7 Change in Composition and Equity Participation of the Consortium/ JV

3.7.1 After receipt of the Bid, there shall be no change in composition of Consortium/ JV (either inclusion of a new member or exclusion of a member) or proposed shareholding structure as mentioned in the submitted Bid which affects the minimum shareholding requirement of members of the Consortium/ JV to decline below the required percentage as provided under Clause 3.6.3 hereinabove till the completion of the Lease Period.

3.7.2 Any change proposed in the equity shareholding pattern of the Consortium/ JV or other than Consortium /JV in the Special Purpose Company during the Lease
Period, within the prescribed limits as mentioned in Clause 3.6.3, shall require prior written approval of DMRC. As and when the SPC is created and entrusted with the task of implementing the Project, the constitutional documents of the SPC and the Board Resolutions authorizing the execution, the delivery and the performance of such tasks will have to be submitted to DMRC.

3.8 Conflict of interest

A Bidder shall not have a conflict of interest (the “Conflict of Interest”) that affects the bidding process. Any Bidder found to have such a Conflict of Interest shall be disqualified. In the event of disqualification, DMRC shall forfeit and appropriate the tender security as mutually agreed genuine pre-estimated compensation and damages payable to DMRC for, inter alia, the time, cost and effort of the DMRC, including consideration of such Bidder’s proposal, without prejudice to any other right or remedy that may be available to the DMRC hereunder or otherwise. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the bidding process, if:

i) a constituent of Bidder is also a constituent of another Bidder; or

ii) Bidder, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or

iii) Bidder has the same legal representative for purposes of this Bid as any other Bidder; or

iv) such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/parties, that puts either or both of them in a position to have access to each others’ information about, or to influence the Bid of either or each other; or

v) such Bidder or any Associate thereof has participated as a consultant to DMRC in the preparation of any documents design or technical specifications of the Project.

Notwithstanding anything stated herein a Conflict of Interest situation arising at the pre qualification stage will be considered to subsist only, as between such Bidders attracting Conflict of Interest provisions on account of shareholdings, who submit Bids under this document.

Explanation:
In case a Bidder is a Consortium/ JV, then the term Bidder as used shall include each Member of such Consortium/ JV. For purposes of this RFP, Associate means, in relation to the Bidder/ members of Consortium/ JV, a person who controls, is controlled by, or is under the common control with such Bidder/ member of Consortium/ JV (the “Associate”). As used in this definition, the expression “control” means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law.

3.9 LANGUAGE AND CURRENCY

3.9.1 The Bid and all the related correspondence and documents shall be written in English language only.

3.9.2 The currency for the purpose of the Bid shall be the Indian National Rupee (INR).

3.10. Tender Fee/ Tender Document cost and Tender Security/ Earnest Money Deposit (EMD):

3.10.1.1 Tender fee/ tender document cost:

The instrument type for payment of tender fee/ tender document cost is to be done only by RTGS, NEFT & IMPS. No other mode of payment will be accepted. The detail of Bank account of DMRC of facilitate the payments is mentioned at 3.10.1.4 (clearly indicating tender number i.e. PD-13 in the remarks or description column) below. The bidders will be required to upload scanned copies of transaction of payment of tender fee/ tender document cost at the time of online bid submission and no copies of transaction of payment are required to sent to the office of Office of Executive Director, 25 Ashoka Road, New Delhi- 110001

3.10.1.2 Tender Security / EMD in case of value up to Rs. 10.00 Lakh:

The instrument type for payment of tender security / EMD is to be done only by RTGS, NEFT & IMPS for tenders having NIT value up to Rs. 10.00 lakh & no other mode of payment will be accepted. The detail of Bank account of DMRC of facilitate the payments is mentioned at 3.10.1.4 below. The bidders will be required to upload scanned copies of transaction of payment of tender fee/ tender document cost at the time of online bid submission and no copies of transaction of payment are required to sent to the office of Executive Director.

3.10.1.3 Tender Security / EMD in case of value greater than Rs. 10.00 Lakh

The instrument type for payment of tender security / EMD for tenders having NIT value greater than Rs.10.00 Lakh can be done by Demand Draft, Banker’s Cheque, Fixed Deposit Receipt (FDR), Bank Guarantee, RTGS, NEFT & IMPS.
i. In case of RTGS/ NEFT & IMPS transactions, bidders will be required to upload the scanned copies of transaction of payment of tender security/EMD at the time of online bid submission. No copies of transaction of payment are required to be sent to the office of Executive Director/PD, 25 Ashoka Road New Delhi-110001. The detail of Bank account of DMRC to facilitate the payment is mentioned at 3.10.1.4 below.

ii. In case of submission of tender security/EMD in one of the following forms, “Original” is to be submitted in the office of Executive Director/PD, 25 Ashoka Road New Delhi-110001 within due date and time of submission as mentioned in clause 2.4 of section 1 i.e is Rs. 22000/-

(a) Irrevocable bank guarantee issued by a Scheduled Commercial bank based in India or from a branch in India of a scheduled foreign bank in the form given in Annexure-10 of Section-5 of tender documents.

(b) Demand Draft / Pay Order / Bank Draft in favour of Delhi Metro Rail Corporation Ltd. payable at New Delhi from a Scheduled Commercial bank based in India,

(c) Fixed Deposit Receipt (FDR) of a Scheduled Commercial bank / Post office based in India duly pledged in favour of Delhi Metro Rail Corporation Ltd.

In case of joint venture/Consortium/ JV, Bank Guarantee or FDR for tender security shall be in the name of joint venture/Consortium/ JV and not in name of individual members. The Tender Security shall remain valid up to date as specified in NIT under schedule of bidding process clause 2.4(c). The tender security shall be submitted in a sealed envelope clearly marked on top “Tender Security for Contract PD: Property Development at PD area outside Tilak Nagar MRTS Station.

3.10.1.4 To facilitate payment of tender fee and tender Security through RTGS, NEFT & IMPS, the details of bank account of DMRC is mentioned below:

<table>
<thead>
<tr>
<th>Name of Bank</th>
<th>Bank’s Address</th>
<th>Account Name &amp; no.</th>
<th>Account Type</th>
<th>IFSC code</th>
</tr>
</thead>
<tbody>
<tr>
<td>ICICI Bank</td>
<td>9A, Phelps Building, Connaught Place, New Delhi-110001</td>
<td>DMRC Ltd, PD cell A/c, 000705011546</td>
<td>Current</td>
<td>ICIC0000007</td>
</tr>
</tbody>
</table>

3.10.2 Any Tender not having an acceptable Tender Security shall be rejected by the DMRC considering it as non-responsive and their Technical package shall not be opened and if opened then it will not be evaluated. No post bid clarification shall be sought on tender security.

3.10.3 The Tender Security of the successful Tenderer shall be returned upon the execution of the Contract and the receipt by the DMRC of the Security Deposit in accordance with Clause 3.11 below.
3.10.4 The Tender Security of tenderers who fail in technical evaluation shall be returned after opening of financial package. Tender security of the unsuccessful tenderers in financial opening shall be released after unconditional acceptance of the Letter of Acceptance (LOA) by the successful tenderer.

3.10.5 The Tender Security shall be forfeited:

a) if the Bidder withdraws its Bid during the interval between the Bid Due Date and the expiration of the Bid Validity Period;

b) if the Selected Bidder fails to make the payments (as per Clause 3.11 & 4.15) within the time specified in this RFP, or any extension thereof granted by DMRC;

c) if the successful Tenderer refuses or neglects to execute the Contract or fails to furnish the required Security Deposit within the time specified or extended by the DMRC;

d) if the Tenderer does not accept the arithmetic corrections to his Tender price, as per the relevant clause in RFP.

3.11 SECURITY DEPOSIT

3.11.1 The Lessee for the Package shall submit an interest free Security Deposit to the DMRC for a sum equivalent to one hundred percent of first year’s Lease Fee (i.e. Lease fee + maintenance fee if any +utility area if any) (as per Clause 4.15.1(b), for the said Leased Space(s) with a validity of three years. Further, security deposit shall also be submitted for advance lease fee of additional area including mezzanine area. This Security Deposit shall be submitted within 30 days of issue of the LOA.

In case successful bidder fails to submit the same as advised in the LOA within 30 (thirty) days time period, same can also be submitted with interest as detailed below:-

(a) Up to 30 days—Nil

(b) 31st to 45th day—2% Flat

(c) 46th to 60th day—3% flat

The aforementioned interest is excluding GST and shall be charged on the balance amount remaining unpaid as per the LOA. This amount shall be submitted in the form of Demand Draft/ Pay Order/RTGS/NEFT only, in favour of DMRC Ltd. & payable at New Delhi.

The Security Deposit shall be in the form of Bank Guarantee / Demand Draft / Pay Order in favour of “Delhi Metro Rail Corporation Ltd.”, drawn on any scheduled commercial bank (except regional, rural & local area bank) acceptable to DMRC and payable at New Delhi. The Bank Guarantee for Security Deposit shall be renewed after every three years for a sum equivalent to one year’s recurring fee (lease fee + maintenance if any + utility area if any) of applicable Lease Fee for that year (i.e. Lease fee + maintenance fee if any) with a validity of three years.
The Bank Guarantee must be issued on the Structured Financial Messaging System (SFMS) platform. A separate invoice of the BG will invariably be sent by the issuing Bank to the Employer’s bank through SFMS. The details of Employer’s Bank are as under:

ICICI BANK LTD.
9A, Phelps Building, Connaught Place, New Delhi- 110001
IFSC Code; ICIC0000007, A/c no.- 000705011546

The Bank Guarantee issued on the SFMS platform shall only be acceptable to DMRC.

3.11.2 The said Security Deposit will be kept valid on a rolling basis till the end of the Lease Period & final settlement of accounts which shall be kept valid for a period of 6 months beyond the lease period or final settlement whichever is earlier.

3.11.3 The Security Deposit would however be forfeited in case of any ‘Event of Default’ as described in the Draft Lease Agreement and/or in accordance with terms specified elsewhere in the Bid Document.

After 60th day of issue of LOA if the licensee fails to comply with the terms and conditions of LOA, the LOA may be cancelled and EMD/any other amount submitted may be forfeited by DMRC.

3.12 PROPOSAL PREPARATION COST

The Bidder shall be solely responsible for all the costs associated with the preparation of its Bid and its participation in the bidding process, including all types of due diligence that may be required for the process. The DMRC shall not in any way be responsible or liable for such costs, regardless of the conduct or outcome of bidding.

3.13 VALIDITY OF OFFER

3.13.1 The Proposal shall remain valid for a period not less than one hundred eighty (180) days from the Bid Due Date (“Proposal Validity Period” or “Bid Validity Period”). DMRC reserves the right to reject any Bid that does not meet this requirement. DMRC may however request the Bidders to extend the validity of their Bids for a specified additional period.

3.13.2 A Bidder agreeing to the request will not be allowed to modify its Bid, but would be required to extend the validity of its tender security for the relevant period of extension.
3.13.3 The Bid Validity Period of the Selected Bidder shall stand extended till the date of execution of the Lease Agreement.

3.14 **PREPARATION AND SUBMISSION OF PROPOSAL**

The Bids should be submitted in the forms prescribed under this section, and the relevant Annexure in Section 5.

3.14.1 The completed Bids shall be accepted only up to the date and time as specified in under the bid schedule of Section-2 of RFP. Bids have to be submitted online on the website [https://eprocure.gov.in/eprocure/app](https://eprocure.gov.in/eprocure/app).

DMRC, at its sole discretion, retains the right, but is not obligated to extend the Bid Due Date, by issuing an addendum which shall be uploaded on the website [https://eprocure.gov.in/eprocure/app](https://eprocure.gov.in/eprocure/app).

3.14.2 The Bidders shall furnish the information strictly as per the formats given in Section 4 of this document without any ambiguity. The DMRC shall not be held responsible if the failure of any Bidder to provide the information in the prescribed formats results in a lack of clarity in the interpretation and consequent disqualification of its Bid.

3.14.3 In case of a Consortium/ JV, wherever required, the Bid must contain such information individually for each member of the Consortium/ JV.

3.14.4 In case of a Consortium/ JV, the members shall submit a Memorandum of Agreement (MOA) conveying their intent to jointly Bid for the Project, The MOA shall also include the nomination of the Lead Member in the Consortium/ JV, and clearly outline the proposed shareholding and responsibilities of each member at each stage of the Project. The MOA should also clearly indicate that all the Consortium/ JV Members shall be jointly & severally responsible for execution of the Project & subsequent operationalization of the Lease Agreement during entire Lease Period.

3.14.5 All Proposals/Bids shall be uploaded by the duly ‘Authorized Signatory’ of the Bidder. In case of a Consortium/ JV, the proposal shall be uploaded by the duly Authorized Signatory of the Lead Member. The Bidders shall submit a supporting Power of Attorney (POA) authorizing the Signatory of the Proposal, to commit the Bidder and agreeing to ratify all acts, deeds and things lawfully done by the said attorney and such POA shall be signed by all members of the Consortium/ JV and shall be legally binding on all of them.
3.14.6 The Proposal shall be uploaded with Class-III/II digital signature by the Authorized Signatory in unequivocal acceptance of all the terms and conditions of this Bid Document. All the alterations, omissions, additions, or any other amendments made to the Proposal shall mandatorily be initialed by the Authorized Signatory.

3.14.7 All the witnesses and sureties shall be persons of status and probity and their full names and addresses shall be stated below their signature. All signatures in the Bid Documents shall be dated.

3.14.8 Bidders are required to submit only one set of the Bids, including the Original RFP issued to them which is signed on each page in acceptance of all the terms and conditions of the Bid Document.

3.14.9 Any firm, which submits or participates in more than one Bid for the said Project shall be disqualified and shall also cause the disqualification of all the Consortium/ JVs in which it is a Member.

3.15 SUBMISSION OF BIDS

3.15.1 The RFP Document cost and tender security shall be submitted to the office of the Executive Director/PD as specified in bid document.

3.15.2 The technical package/qualification documents shall be uploaded online on the website https://eprocure.gov.in/eprocure/app and shall contain the following:

- Letter of Application and Interest (As per Annexure 1)
- General Information of the Bidder (As per Annexure 2) along with Memorandum of Association and Article of Association (For all members in case of JV/Consortium/ JV).
- Scanned copy of RFP Document cost and tender security
- Summary of Financial Capability (As per Annexure 3)
- Memorandum of Agreement (MOA) in case of a Consortium/ JV (As per Annexure 7) Attested (by Distt. Magistrate / Gazetted officer) copy of the Partnership Deed in case of a Partnership.
- Power of Attorney for Signing Of the Application (As per Annexure 8)
- Affidavit (As per Annexure 5)
- Undertaking for not being banned (As per Annexure 11).
- A declaration (As per Annexure-12) stating that the tender document/addendums/clarifications, if any, placed upto the date of opening of bids on the e-tendering portal [https://eprocure.gov.in/eprocure/app] have been downloaded and considered in our tender submission and confirming their unconditional acceptance to all the terms and conditions.
3.15.3 The Financial Proposal (as per Annexure 4) shall be uploaded online on the website [https://eprocure.gov.in/eprocure/app](https://eprocure.gov.in/eprocure/app). The rates shall be quoted in the excel file provided in the bid documents. The tenderer shall download the excel file and after quoting their rates upload the same accordingly. The rates shall not be offered/quoted elsewhere in the technical submission/ tender submission.

3.15.4 Tender cost and EMD received after due date and time shall not be accepted and online tenders of such tenderers shall liable to be rejected summarily.

3.15.5 DMRC will not be responsible for delay, loss or non receipt of ‘Tender Security’ and ‘Cost of Tender Document’ sent by post / courier

### 3.16 BIDDER’S RESPONSIBILITY

3.16.1 It would be deemed that prior to the submission of the Bid; the Bidder has made a complete and careful examination of:

a) The requirements and other information set forth in this RFP document.

b) The various aspects of the Project including, but not limited to the following:

   (i) PD area, existing facilities, encumbrances within the spaces and structures, the access to the roads and the utilities;

   (ii) All other matters that might affect the Bidder’s performance under the terms of this RFP, including all risks, costs, liabilities and contingencies associated with the Project.

c) All the Bids shall be signed by the Bidder or the duly authorized signatory of the Bidder.

d) Bidder shall visit the Project Site at its own cost before submitting the Bid.

3.16.2 The DMRC shall not be liable for any mistake or error or neglect by the Bidder in respect of the above. The Bids that are not substantively responsive to the requirements of this RFP document shall be rejected as non responsive.

### 3.17 MODIFICATION AND WITHDRAWAL OF PROPOSALS

3.17.1 No Proposal shall be modified or withdrawn by the Bidder after the Bid Due Date.

3.17.2 Withdrawal of a Bid during the interval between Bid Due Date and the expiration of the Bid Validity Period would result in the automatic forfeiture of the tender security.
3.18 OPENING OF BIDS

3.18.1 The Technical Package of all tenderers who have submitted a valid tender security and cost of tender document shall be opened in the presence of representatives of tenderers who choose to attend on date & time as mentioned in tender document in the office of the Executive Director, 25 Ashoka Road, New Delhi-110001. Executive Director/PDTenderers may visit DMRC e-procurement web-site https://eprocure.gov.in/eprocure/app to know latest Technical Opening information after completion of opening process. Tenderers can also see the Technical Sheets (check-list) of other tenderers after completion of opening process by logging into the web-site. If such nominated date for opening of Tender is subsequently declared as a Public Holiday by the DMRC, the next official working day shall be deemed as the date of opening of Technical Package. The Tender of any tenderer who has not complied with one or more of the foregoing instructions may not be considered.

3.18.1(a) On opening of the Tender, DMRC will first check the tender cost and tender security through online mode by cross verifying with the hard copy submitted.

3.18.1(b) If the documents do not meet the requirements of the DMRC, a note will be recorded accordingly by the Tender Opening Authority.

3.18.1(c) The tenderers name, details of the tender security and such other details as the DMRC or his authorized representative, at his discretion, may consider appropriate will be announced at the time of tender opening.

3.18.1(d) The digitally signed financial package which tenderer have uploaded online will be opened on a subsequent date after evaluation of technical packages. Financial packages of only those tenderers whose submissions are found substantially responsive and technically compliant to the tender conditions will be opened. The time of opening of financial package shall be informed through website only. Tenderers can visit to DMRC e-procurement website for further information.

3.18.2 The DMRC reserves the right to reject any Proposal and forfeit the tender security, if

a) It is not signed, sealed and marked as stipulated in Clause 3.15.

b) The information and documents have not been submitted as requested and in the formats specified in the RFP.

c) There are inconsistencies between the Proposal and the supporting documents.

d) It does not mention the validity period as set out in Clause 3.13.
e) It provides the information with material deviations, which may affect the scope or performance of the Project.

f) There are conditions proposed with the Technical and/or Financial Proposals.

3.18.3 A material deviation or reservation is one:

a) which affects in any substantial way, the scope, quality, or performance of the Project, or

b) which limits in any substantial way, inconsistent with the RFP document, the DMRC’s rights or the Bidder’s obligations, or

c) which would affect unfairly the competitive position of other Bidders’ presenting substantially responsive Bids.

d) No request for modification or withdrawal shall be entertained by the DMRC in respect of such Proposals.

3.19 RESPONSIVENESS OF BIDS

3.19.1 Before evaluation of Bids, DMRC will determine whether the Bid is responsiveness to the requirements of Bid Documents. A Bid/Proposal shall be considered ‘responsive’ only if:-

i) it is received by the deadline for submission of Bid/Proposal;

ii) It contains information complete in all respect as required in the Bid Documents(in the formats specified);

iii) it is signed, sealed and marked as stipulated;

iv) it is accompanied by receipt of Bid Document Fee;

v) it is accompanied by the acceptable tender security/ Bid Security;

vi) it is accompanied by the relevant Power(s) of Attorney(ies) and Undertakings as specified in Bid Forms;

vii) The document is accompanied by the Checklist as prescribed.
3.19.2 If any of the above criteria is not fulfilled, in any manner whatsoever, the proposal shall be treated as non-responsive. The decision of DMRC on the responsiveness of the Bid shall be final and conclusive and binding on the Bidder and shall not be called into question by any Bidder on any ground whatsoever. Any Bid/Proposal which is non responsive shall be rejected.

3.19.3 To facilitate checking the responsiveness and evaluation of Bids, DMRC may at its sole discretion, without being under any obligation to do so, reserves the right to call for any clarification from any Bidder regarding its Bid. Such clarification(s) shall be provided within the time specified by DMRC for this purpose. If the Bidder does not provide the clarification sought within the prescribed time, its Bid shall be liable to be rejected. In case it is not rejected, DMRC may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding.

3.19.4 No Bidder shall however have the right to give any clarification unless asked for by DMRC, in any manner whatsoever, with the bidding process, to intervene in, any manner whatsoever, in the bidding process.

3.20 EVALUATION OF BIDS

The Bids of the Bidders shall be evaluated in two stages. “Tender Security” and “Technical Qualification” will first be evaluated which will cover following items:

3.20.1 First of all it will be determined whether each tender is accompanied with the valid tender security i.e. the required amount and in an acceptable form as stated in Clause 3.10 above. Tenders not accompanied with the valid tender security shall be rejected and may not be evaluated further. Other aspects of technical evaluation will be done as per Clause 3.5, 3.6, 3.8, 3.13, 3.18 and 3.19 above.

3.20.2 Tenders not considered substantially responsive and not full-filling the requirements of the tender document as evaluated above shall be rejected by DMRC and shall not be allowed subsequently to be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

3.20.3 If any tender is rejected, pursuant to paragraph 3.20.2 above, the Financial Package of such tenderer shall not be opened.

3.20.4 The decision of the DMRC as to which of the tenders are not substantially responsive shall be final.

3.20.5 In case of those Bidders who have not met the eligibility criteria then the Financial Bids of such tenderer shall not be opened.

3.20.6 Evaluation of Financial Proposals:
All technically acceptable tenders will be eligible for opening of their financial proposals. The DMRC shall notify all technically qualified Tenderers to attend the opening of the financial proposal. The financial proposal will then be opened online in front of attending Tenderers.

DMRC will evaluate and compare the Bids previously determined to be eligible and responsive. If there is a discrepancy between words and figures, the amount in words shall prevail and shall be binding on the Bidder. Bidders shall note that in case of difference between the calculations submitted by the Bidder and the calculations computed by DMRC (if any), the calculations computed by DMRC shall prevail.

The Bidders with the highest Bid may also be requested to make a presentation at their own cost, for clarifications, additional information on Bidder's capability, concept plan and the business proposal in this regard to DMRC. DMRC may seek further clarifications and make suggestions in respect of the proposal which should not in any manner effect a change in the Lease Fee quoted by such Bidder or the manner of its payment and also should not constitute any material deviation affecting the relative position of any Bidder and also should not be inconsistent in any substantial way with the Bid Documents. The Bidder shall be obliged to incorporate these suggestions in his planning/proposals.

3.20.7 The arithmetical errors will be rectified on the following basis. If there is a discrepancy between words and figures, the rates in words will prevail. If the Bidder does not accept the correction of errors, its Bid shall be rejected & the tender security shall be forfeited.

3.20.8 The Bidder found eligible and quoting the highest amount as Lease Fee in its Proposal shall normally be declared as the Selected Bidder for the Project.

3.20.9 In the event of two or more Bidders quoting same amount in financial proposal for the Project, DMRC may ask the tie Bidders to submit their revised Financial Proposals with the amounts quoted by them earlier as reserve price for such Financial Bid. In such case, the Bidder who amongst the tie Bidders, quotes the higher amount in the revised Financial Bid will normally be declared as the Selected Bidder for the Project.

3.20.10 However, the confirmation of the highest Bid shall be at the sole discretion of the DMRC who does not bind itself to confirm to the highest Bid and reserves the right to reject the Bid without assigning any reasons whatsoever.

3.20.11 Further, in the event of the highest Bidder withdrawing its offer or not being selected for any reason in the first instance for the Project, (the "First Round of Bidding"), DMRC without being under any obligations to do so, may, at its sole discretion, either invite the next higher Bidder to revalidate and/ or extend its EMD, as
necessary and also match the Bid of the aforesaid highest Bidder for the Project or annul the bidding process as deemed appropriate by DMRC in its sole discretion.

The Bidders with the highest Bid may also be requested to make a presentation at their own cost, for clarifications, additional information on Bidder’s capability, concept plan and the business proposal in this regard to DMRC. DMRC may seek further clarifications and make suggestions in respect of the proposal which should not in any manner effect a change in the Lease Fee quoted by such Bidder or the manner of its payment and also should not constitute any deviation affecting the relative position of any Bidder and also should not be inconsistent in any substantial way with the Bid Documents.

3.21 RIGHT TO REJECT BIDS

3.21.1 The DMRC reserves the right to reject any Bid if it is of the opinion that the Bidder lacks the expertise, experience and is not in possession of requisite infrastructure required for the purpose of the Project. The discretion of the competent authority of DMRC in this respect shall be final and binding on all the Bidders.

3.21.2 The DMRC reserves the right to reject any/all Bids including the highest Bid or withdraw the Bid at any stage without assigning any reasons whatsoever. Nothing contained herein shall confer a right upon a Bidder or any obligation upon the DMRC.

3.21.3 The Bidder hereby voluntarily and unequivocally agrees that DMRC shall not be under any obligation or be liable for any acceptance, rejection or annulment of any/all Bids and the Bidder shall not to seek any claims, damages, compensation or any other consideration whatsoever on this account, from DMRC.

3.22 MISREPRESENTATION/FRAUD/BREACH OF TERMS AND CONDITIONS

If it is discovered at any point of time that any Bidder has suppressed any facts or has given a false statement or has made any misrepresentation or has committed a fraud or has violated any of the terms of this Bid, the Bid shall be disqualified by DMRC. If the Bidder is a Consortium/ JV, then the entire Consortium/ JV and each Member shall be disqualified/ rejected. In such an event, the Bidder shall not be entitled to any compensation whatsoever, or refund of any amount/s paid.

3.23 DISPUTES

3.23.1 All disputes between the successful Bidder and DMRC shall be settled as per the Dispute Resolution procedure elaborated in the draft Lease Agreement. During the
bidding process, no dispute of any type would be entertained. Even in such cases where DMRC asks for additional information from any Bidder, the same cannot be adduced as a reason for citing any dispute.

3.23.2 The Courts at Delhi shall have the sole & exclusive jurisdiction to try all the cases arising out of this RFP document.

**3.24 CONFIDENTIALITY**

3.24.1 The information relating to the examination, clarification, evaluation and recommendation for the short-listed Bidders shall not be disclosed to any person not officially concerned with the process. DMRC will treat all the information submitted as part of all the proposals in confidence and will insist that all that have access to such material treat it in confidence. DMRC will not divulge any such information unless it is ordered to do so by any Government Authority that has the power under law to require its disclosure or due to statutory compliances.

**3.25 ACCEPTANCE OF THE OFFER**

3.25.1 After the Bids are accepted by the Competent Authority of DMRC, the LOA shall be issued to the Selected Bidder.

**3.26 EXECUTION OF LEASE AGREEMENT**

3.26.1 The Selected Bidder shall be required to pay the Upfront Fee (GST on services extra) and deposit the requisite Security Deposit to the DMRC within 30 days of issue of the LOA.

3.26.2 The Lease Agreement shall be executed within a period of 7 days from the payment of Upfront Fee & Security Deposit by the Selected Bidder to the DMRC which shall be the Commencement Date of the Project. Prior to signing of the Lease Agreement, the Selected Bidder shall submit the certified true copies of all resolutions adopted by its/their Board of Directors authorizing it/them for the execution, delivery and performance of this Agreement to the DMRC. Also, joint measurement of the area shall be made by DMRC and authorized representative of selected bidder before signing of the lease agreement. The actual area calculated will be incorporated in the agreement and recurring and upfront payment will be calculated accordingly.

3.26.3 The access to the Leased Space(s) shall be granted to the Selected Bidder only upon execution of the Lease Agreement.

3.26.4 The responsibility for registration of lease agreement shall vest with the selected bidder and the cost of stamp duty for execution of the Lease Agreement, the
registration charges and any other related documentation charges and the incidental charges will be borne by the Selected Bidder.

The registration of Lease agreements should be done within 30 days of signing of agreement by the lessee (registration fees, stamp duty etc to be fully borne by the lessee) and the duly registered documents to be submitted to DMRC for records. Any amendment in the contract agreement, if required to be registered, shall also be registered within 30 days from the date of amendment and duly registered documents shall be submitted to DMRC for record. In case the registration of the Lease agreement/amendment is not done within the 30 days of signing of lease agreement/amendment, it shall be treated as “Material Breach of Contract” in terms of Clause 11.2 (c) of DLA (bid documents). The Lessee will be given 30 days time to cure the default in terms of clause no. 11.2 of DLA. In case Lessee fail to remedies the default to the satisfaction of the DMRC within the cure period, DMRC may terminate the Lease agreement after the expiry of cure period duly forfeiting the security deposit/any other amount paid by Lessee.

3.26.5 In case of failure to sign the Lease Agreement within the stipulated time, the DMRC shall retain the right to cancel the LOA and forfeit the Bidder’s tender security and any other amount deposited till that time without being liable in any manner whatsoever to the Selected Bidder.

3.26.6 The failure to meet the abovementioned conditions, shall be construed as a breach of the Selected Bidder and DMRC shall be entitled to cancel the LOA without being liable in any manner whatsoever to the Selected Bidder and appropriate the tender security and any other amount deposited till that time as ‘Damages’.

3.27 UNSUCCESSFUL BIDDERS

The Tender Security of tenderers who fail in technical evaluation shall be returned after opening of financial package. Tender security of the unsuccessful tenderers in financial opening shall be released after unconditional acceptance of the Letter of Acceptance (LOA) by the successful tenderer. The tender security/bid security shall be returned without payment of any interest.
SECTION 4

GENERAL CONDITIONS OF LEASE AGREEMENT
4.1 Leased Space

4.1.1 After signing of LOA and execution of Lease Agreement, the Selected Bidder shall be granted access to develop and construct, operate, manage and maintain the Leased Space(s) at the subject Site as mentioned in Clause 2.1 of this RFP and as detailed in Annexure – 6 of this RFP document.

4.1.2 Areas indicated in Clause 2.1 above and Annexure 6 hereto, are approximate. Actual area shall be measured at the time of providing the Leased Space(s) and in case there is any variation, the Upfront Fee and the Lease Fee shall be adjusted on pro-rata basis.

4.1.3 Similarly, in case any additional area (the ‘Additional Area’) is available and deemed feasible by DMRC, the Additional Area may be allotted to the Lessee in the sole discretion of DMRC on the request made by the Lessee upon payment of Upfront Fee and the Lease Fee which shall be calculated on pro-rata basis at the prevalent rate of Lease Fee on the date of such request made by the Lessee. The Lease Period of such Additional Area shall however be co-terminus with the Lease Agreement. In addition, the upfront amount so arrived shall be further escalated @ 6% per annum for the period between date of commencement to the date of permission for additional area granted by DMRC and prorated for reduced period of lease available.

4.1.4 Parking area shall be charged @ 20% of the lease fee. The utility area shall be charged @ 50% of the lease fee. The area under mezzanine floor constructed by the Lessee shall be chargeable equal to the lease fee.

4.1.5 The chargeable areas (i.e. the Super built up area for which Lease Fee shall be charged) mentioned in the table provided at Clause 2.1 are areas as marked / delineated on plans provided under Annexure-6 and also include a loading in respect of the utility area located outside the delineated plans of the packages. As evident from the delineated plans, these areas mentioned in above table, apart from carpet area also include the area of balconies, refuge areas, common areas like staircase, lift lobby, ducts area etc. (the “Common Area”). The Lessee shall have no exclusive rights for using the Common Area which shall only be used for the intended purposes. The Common Areas shall not be allowed to be encroached or used for any other purpose and any encroachment of the Common Area shall be construed as breach of the Lease Agreement inviting action as applicable for breach of the same.

4.2 DMRC shall provide:

4.2.1 An area of 220 Sqm on “as is where is basis
4.2.2 Infrastructure provided by DMRC shall be as per terms and conditions indicated in Clause 4.12 herein below.

4.2.4 Signage and Advertisements:

a) The Lessee shall have the right to display signage(s) of suitable size for displaying its generic name of each Space. The signage may be illuminated or non-illuminated at the Lessee’s option, however it shall need to confirm to all governmental laws, regulations or ordinance relevant thereto. The Lessee shall also need to obtain a written approval from DMRC before putting up any form of signage and DMRC reserves the right to refuse or to suggest an alternation to the same. The size, shape, location, etc. of signage are subject to architectural controls to be issued by DMRC. Signage should be used only for the business being run by the Lessee in the leased premises. In addition, the Lessee shall also be required standard materials as per standards prevalent in DMRC, for which he shall seek necessary approval from DMRC.

b) No advertisement in any format shall be permitted on the outer surface of the Leased Space. However, the lessee shall be allowed to use interior of the leased spaces for display of advertisement only about the business / commodity being run / sold by the Lessee in the Leased space(s).

c) The Lessee shall need to obtain a written approval from DMRC by way of a notice before putting up any form of signage/ advertisement within/outside their premises and DMRC reserves the right to refuse or to suggest an alternation to the same. The signage/ advertisement shape and location etc are subject to architectural controls to be issued by DMRC.

d) Placement of signage/ advertisement without the permission of DMRC or placement in non approved locations shall attract a penalty of Rs.5000/- per signage/ advertisement on the first occasion and Rs.50,000/- per signage/ advertisement on the second occasion. In case of persistence default, DMRC reserve the right to terminate the agreement with forfeiture of the (interest free) security deposit and advance lease fee paid in its favour.

e) DMRC shall not unreasonably interfere with the signage/ advertisement plan. If DMRC is not satisfied and raises any objections, the lessee shall be required to appropriately amend/ modify his scheme within a reasonable timeframe and seek DMRC approval once again.
4.3 **Works to be executed by Lessee:**

Lessee shall be required to execute all works as required for the commercial use in the Licensed Space(s) where only temporary/lightweight structure of 130 sqm shall be constructed by the Lessee and rest 90 Sqm area (front and back setback) is to be developed and maintained as Green. Temporary/lightweight structure mean structures without any foundation or footing and which can be removed when required such as fabric structures, fabric building systems and steel prefab structures i.e. knock down systems.

Due to any reason, if structure is required to be removed, the lessee should do it peacefully, No claim or composition would be entertained on this account.

4.3.1 **Toilets and pantry –**

a) All the finishing works of toilets in PD area including internal partition, plastering, dado work, flooring, internal fixtures, plumbing and connection with outlet provided both for water supply and drainage at each floor.

b) Necessary arrangement for water purifier.

c) Distribution of water including installation of meters, storage and purification after taking all the approvals.

**Note:** The above list is only indicative and Bidders are required to make their own assessment of the works needed as per their requirement.

4.4 **Activities Permitted**

4.4.1 Except for the activities banned by low or Govt. regulations for usage of the leased space(s) and activities banded vide Annexure-9 of this RFP. The nature of the activities and facilities that can be allowed at the space offered is as under:

- Food Court- Restaurant & Shops
- For displaying items like handicrafts
- For small office purpose
- Travel agencies
- Gift galleries
- Confectionary packed items of national and international brands
- Inquiry counters
- Cosmetic shops
- Book shops
- Mobile/ Electronic shops
• Stationary items
• Optical centre
• Watch/Time Gallery etc.

The successful bidder may also use or allow the use of the License space for other activities, which are not envisaged at this stage but only after prior written approval of DMRC.

The lessee is required to develop and use the area as per enclosed plan. It is the role and responsibility of lessee to keep the entire area neat & clean and maintain the greenery (including plants) properly throughout the lease period.

4.4.2 The Lessee shall ensure that the activities undertaken in Leased Space(s) neither interferes with metro activities nor causes any inconvenience to metro commuters. In case, the activities in Leased Space(s) are found to interfere / infringe with metro activities or commuter movement, DMRC reserves the right to advise Lessee not to undertake such activity any further at any stage during lease period. The decision of DMRC in this regard shall be final and binding upon the Lessee and Lessee shall not claim any loss or damages in this regard.

4.5 Period of ‘Lease’

4.5.1 The access to the Leased Space(s) shall be granted to the Selected Bidder immediately from the date of execution of the Lease Agreement which shall be executed within a period of 7 days from the payment of full Upfront Fee, if opted, & Security Deposit by the Selected Bidder to the DMRC (hereinafter referred to as “Commencement Date”).

4.5.2 The lease granted under the lease Agreement shall be valid for a period of 15 (fifteen) years from the Commencement Date or earlier if the lease Agreement is terminated by the DMRC at its sole discretion. The Selected Bidder shall be obliged to pay the Lease Fee and all other payments as per the terms of the RFP and Lease Agreement during and for the period of lease.

4.6 Moratorium Period

4.6.1 For carrying out the Fit-out Activities and finishing works etc. the Lessee would be permitted a Lease Fee free period upto Six (6) months from the date of signing of the Lease Agreement (hereinafter referred to as “Moratorium Period”). In case of extension of moratorium period by DMRC, the escalation of rental will be counted from the commencement date only.
4.7 **Right to Sub-Lease**

4.7.1 The Lessee shall be entitled to sub-lease the built up space to any person or entity (the “Sub-Lessee”), only after adding the necessary structures and utility services. Further sub-leasing by a Sub-Lessee is not permitted.

4.7.2 The sub-lease shall however be for the use of the Leased Space(s), during the subsistence of the Lease Period only with a clear stipulation that all such sub-leases granted shall terminate simultaneously with the termination of the Lease Agreement, including on sooner determination of the Lease Period for any reason whatsoever. All contracts, agreements or arrangements with Sub-Lessee shall specifically stipulate this covenant of termination of the rights of the Sub-Lessees, and further that such Sub-Lessee shall not have any claim or seek any compensation from DMRC for such termination.

4.7.3 The Lessee shall prepare a draft standard format of the sub-lease agreement, which will be required to be signed by the Sub-Lessee for use of the Leased Space(s). Prior written approval of DMRC shall be obtained by the Lessee in respect of such standard draft. DMRC may specify certain covenants to be incorporated in the sub-lease agreement to protect its interests. Only after such covenants are incorporated in the sub-lease agreement, the Lessee will be entitled to enter into sub-lease agreement and shall be required to submit copies of each such lease to DMRC for verification and record. In case of any deviation from the above-mentioned standard draft sub-lease agreements, the Lessee shall obtain the prior written consent and approval of the DMRC before entering into an agreement with a Sub-Lessee. DMRC reserves the sole right not to give consent/approval to such a request and no compensation or claim on this account will be entertained in this regard.

4.7.4 At any point of time, the Lessee shall not enter or cause any of its Sub-Lessees to enter into any sub-lease agreement with any person or entity for transfer of its rights which would adversely affect the interests of DMRC or is not available to the Lessee in the first place. Any such act of the Lessee or Sub-Lessee(s) shall render the Lease Agreement liable for termination at the sole cost and expense of the Lessee.

4.8 **End of the Lease Period**

4.8.1 At the end of the Lease Period by efflux of time or premature termination for any reason whatsoever, all rights of the Lessee under the Lease Agreement shall cease to have effect including its rights over the Leased Space(s), all the furniture and fixtures as well as other assets permanently attached to the Leased Space(s)
without any obligation on DMRC to pay or adjust any consideration or other payment to the Lessee.

4.8.2 For the purpose of clarification it is mentioned that at the end of the Lease Period or after its termination whatsoever, the DMRC shall have the absolute right to run the Project Site on its own, or re-lease it to any third party or to manage it in any other manner as it may deem fit at its sole discretion.

4.9 Approvals from DMRC

4.9.1 All communication in all matters regarding the approvals related to the Leased Space(s) shall be forwarded to the nodal officer as appointed by the DMRC. The nodal officer shall act as a single window for the Lessee and shall be responsible for all the matters related to the Leased Space(s).

4.9.2 The Lessee shall forward all requests, such as approval of plans etc. related to the Leased Space(s) to the nodal officer. Such requests, if completed in all manners, shall normally be approved / rejected by the DMRC within 30 days of the receipt of the request.

The nodal officer for this Bid will be the Executive Director (Property Development) DMRC.

4.10 STATUTORY CLEARANCES

4.10.1 The Lessee shall be required to adhere to the building design, but there are no limitations on planning and subdivision of the interior floor space. However, within these parameters, maintaining the structural safety and integrity shall be the sole responsibility of the Lessee. The Lessee shall also ensure that the proposed passenger related commercial development within the station box is neither an impediment for smooth flow of traffic nor a safety hazard for the station structure and for commuters. The Lessee shall also ensure that all station utilities and facilities falling within the said Leased Space(s) will be kept accessible and the Lessee shall not interfere or tamper with those installations at any time.

4.10.2 Notwithstanding anything mentioned above, the Lessee is required to adhere to the provisions of the prevailing master plan and the building bye-laws of the authorities having jurisdiction over the Project Site for the development works to be undertaken.

4.10.3 The Lessee shall obtain all clearances and sanctions as required from the competent authorities for building sub-plans, utilities, fire fighting, etc. It is to be clearly understood that all such clearances are to be obtained by the Lessee and the DMRC may only provide assistance wherever possible without any obligation.
4.10.4 Procuring all the permissions/ leases etc. required from the statutory/ regulatory/ civic/police authorities concerned, to be able to use the Leased Space(s) for desired commercial purposes/business, will be sole responsibility of the Lessee. DMRC shall not be responsible for any such procurement and shall not entertain any claims in this regard.

4.10.5 Fire fighting and other infrastructure so created within the Leased Space(s) must be integrated with that already provided /planned for MRTS station.

4.10.6 The Lessee 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.

4.10.7 The lessee at its own discretion may preserve or remove the tree(s) present on the site. Necessary approvals from DMRC and concerned authorities should be taken by the lessee before removing/relocating the tree(s).

4.11 ASSIGNABILITY & ENCUMBRANCES

4.11.1 Except for sub-leasing the use of the Leased Space(s) as per the terms of this RFP, the Lessee shall not assign any of its rights, or interest in this Lease Agreement in favour of any company/person(s) at any time and for any reasons whatsoever.

4.11.2 Under no circumstance, shall the building or facilities constructed or installed at the Leased Space(s) be mortgaged, charged or otherwise any lien (including negative lien), charge or encumbrance be created or agreed to be created in favour of any person, including the Lenders / Financial Institution(s) / Banks etc. Subject to prior written permission from DMRC, the concessionaire can assign its rights under this concession agreement to a Special Purpose Company/Vehicle established for implementation of the project provided that the concessionaire shall hold minimum 51% share capital of the Special Purpose Company/ Vehicle and be responsible for performance of all obligations under the Concession/Lease agreement.

4.11.3 The lessee shall not allowed to monetize the lease area, facilities, constructions or installations therein, through Real Estate Investments Trusts (REITs)/Infrastructure Investment Trusts/etc./.

4.12 INFRASTRUCTURE SERVICES

4.12.1 Over and above infrastructure facilities such as electricity and water and sewerage disposal are subject to availability and feasibility. Priority for supply/provision of all such services will be given to operational requirements of DMRC. The Applicant/ Concessionaire agrees voluntarily and unequivocally not to seek claim, damages,
compensation or any other consideration whatsoever on account of non availability/provision of these facilities.

Internal distribution of electric power, air conditioning systems, fire fighting sprinklers, fire detection, advisable fire alarm panel etc. as per the norms required for the Licensed Space(s) shall be provided by the Lessee at its own cost. The Lessee shall be required to take prior approval from the respective departments of DMRC for the requirement and available infrastructure required like electricity, water for air conditioning etc. by the. The developer shall follow the "Fitout Guidelines" issued by DMRC and comply with the same and its further amendments.

4.12.2 The Lessee shall submit all plans / drawings and specification of material whatsoever including but not limited to construction, internal partitions, fire detection & fighting, flooring, lighting, electrical, signage advertisement panels etc; for approval of DMRC before start of any work/s inside the Leased Area. The DMRC reserves the right not to give approval if it deems such works may act as a hindrance in the smooth functioning of its operations at the Project Site. All materials used including electrical materials should be fire resistant as per the standards prescribed by the DMRC and in this connection the approval of the DMRC must be taken before commencement of the installation.

4.12.3 The PD, civil, electrical and fire inspectors of the DMRC will have full and unfettered access to inspect and check the materials before and after the installation, and during the Lease Period. All instructions issued by them in this regard will be complied by lessee in full and within time stipulated by the said inspectors. No claim or compensation will be sought by the Lessee on this account.

4.12.4 Electric Supply

DMRC will supply electric power up to an extent of 0.20 KVA per sqm of lease area at normal supply. An additional panel including MCEB’s etc to be installed by lessee at their own cost including cable. The tariff and all terms and conditions will be as per appropriate electric authority regulations, applicable from time to time. lessee shall also charge tariff from its customers at rates stipulated by the applicable electric authority.

4.12.5 Water Supply

The Water supply will be arranged by lessee. DMRC shall facilitate the lessee subject to availability on technical feasibility.
4.12.6 The additional area as may be required for the purpose of placement of utilities such as water tanks, etc will be charged at a rate equivalent to half the rate (recurring payment) per square meter charged / accepted for the main Leased Area. All user charges in connection with usage /consumption of water will have to be paid as per prevailing rates for such purposes.

4.12.7 All works related to disposal of sewerage including obtaining connection to municipal sewage system shall have to be executed by lessee, DMRC may facilitate the lessee subject to availability on technical feasibility.

4.12.8 Fire Fighting Arrangements

i) All equipments, pumps & common piping etc required to be installed outside Leased Area for firefighting arrangements will be provided by DMRC up-to one point outside or near the Leased Area, from where the Lessee will take the tap off & make further arrangement inside leased areas for fire fighting.

ii) Inside the Leased Area, all fire fighting arrangements, including the fire alarm & detection system for above & below false ceiling shall have to be provided by the Lessee including repeater panel at station control room and integrated in seamless manner with the DMRC system. Such fire-fighting arrangements would conform to the National Building Code, relevant Building Byelaws/ IS Codes, Fire Safety (Fire Prevention) Rules & any other instructions issued by DMRC in this regard.

iii) Only after certification by the fire officer / authorized representative of the DMRC, shall the Lessee be permitted to occupy and use the Leased Space(s) for commercial purposes. The fire clearance before & after installment of fire detection/ fire fighting system, shall be obtained by Lessee for the area developed by them.

iv) The DMRC reserves the right to inspect the Leased Space(s) at any time during the Lease Period in connection with fire fighting readiness. DMRC may also issue directives in this regard, which shall have to be adhered to and complied by Lessee. Any additional works as may be indicated on this account will also be carried out by the Lessee at its own cost. No claim for damages or compensation for inconvenience in this regard will be entertained by the DMRC.

4.12.9 The Lessee shall ensure that all relevant approvals / NOC for different commercial activities are obtained by him from respective departments. He shall also ensure:

i) Maintenance of its fire equipments in good condition at all times.

ii) Availability of trained staff round the clock at PD premises.

iii) No additions/ alterations are done without the prior approval of competent authority of the DMRC.
iv) Record of periodic check of fire equipments and installation is maintained as per relevant code of practice.

v) Deviation if any may be brought to the notice of the DMRC on account of its being the controlling authority.

4.12.10 Further, it is clarified that the Lessee will be completely responsible for any loss of life or property in case of an emergency and/or due to the non-functioning of the fire safety system that is exclusively under scope and control of Lessee. The DMRC shall not be responsible for any loss of life and property in PD premises due to any malfunctioning of the fire system in case of any fire emergency within the Leased Area.

4.12.11 The Lessee shall provide unfettered access to the authorized representative of the DMRC and its operation staff for the purpose of carrying out maintenance works if any inside the Leased Area at all times during the Lease Period. The Lessee will not make any claims for damages, or seek any compensation on this account from DMRC.

4.13 space for chiller plant etc.
E&M equipments, lifts, escalators, chiller plant, HVAC system, fire fighting arrangement etc. shall have to be provided by the Lessee as per the requirement, at its own cost. The Lessee shall be allowed to establish a control room and a chiller plant at a designated space suggested by the DMRC. The rental of the space allotted for this purpose shall be charged at half of the rental per month.

4.14 Works
In case where infrastructure facilities as required to be provided by DMRC are not available and provision of the same is likely to be delayed, DMRC may permit the Lessee to execute those infrastructure works in full or in part on behalf of DMRC. The specifications and rates of these works shall be agreed upon between DMRC and the Lessee in writing. During execution, works shall be inspected by authorized representative of DMRC to ensure their execution as per prescribed specifications. The amount payable to Lessee for execution of above mentioned infrastructure works, shall after their successful execution shall be adjusted against bills raised on them for payment of recurring charges.

The adjustment for amount so payable to the Lessee against payment for infrastructure works executed by him may also be made in part, to facilitate his cash flow without prejudice to adjustment of the final amount to be reckoned after completion of works.
4.15 PAYMENTS TO DMRC

4.15.1 In lieu of the rights granted to the Lessee for the Leased Space(s), the Lessee shall make payments to DMRC in following manner:

a) **Part A: Fixed Upfront Fee, (Non Refundable and Non Negotiable) for each Retail Space:**

<table>
<thead>
<tr>
<th>PD Area</th>
<th>Total Area (Sq. m.)</th>
<th>Fixed Upfront Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ground Floor</td>
<td>220</td>
<td>Rs. 6.85/- Lakh</td>
</tr>
<tr>
<td></td>
<td></td>
<td><em>(plus GST extra as applicable (In the form of Pay Order / Cheque / Demand Draft.)</em></td>
</tr>
</tbody>
</table>

The Fixed Upfront Fee shall be payable within 30 days of issue of LOA.

b) **Part B: Advance Lease Fee**

In addition to any outstanding dues over the Lessee, it shall make advance payments for Lease Fee on quarterly basis to the DMRC at the rate quoted in its Financial Bid (Refer to the format given in Annexure 4 of Section 5) within 7 days of commencement of respective quarter. All the taxes including the GST on services, as applicable from time to time shall also be paid by the Lessee in addition to the amount of the quoted rate of the Lease Fee. The Lease Fee shall be payable from the day falling after the date of the completion of the Moratorium Period.

The Lease Fee for a specified quarter shall be worked out by multiplying the area of the Leased Space(s) with the per month quoted rate of Lease Fee and further multiplying it by 3 *(Lease Fee = Area X NN\textsuperscript{1} X 3)*

c) GST on services as applicable will be borne solely by the Lessee.

d) All other statutory taxes, statutory dues, local levies, as applicable shall be charged extra from the Lessee and shall have to be remitted along with the Lease Fee for onward remittance to the Government. **Property tax of the leased area, stamp duty and registration charges shall be borne by lessee.** The Lessee shall indemnify DMRC from any claims that may arise from the statutory authorities in connection with this Lease Agreement.

e) **After 60th day of issue of LOA if the licensee fails to comply with the terms and conditions of LOA, the LOA may be cancelled and EMD/any other amount submitted may be forfeited by DMRC.**

---

\textsuperscript{1} Suppose NN is the amount quoted by the Successful Bidder on per square meter per month basis
Apart from the area mentioned, the additional area on terrace and the ground floor or elsewhere (to the extent available and provided subject to technical feasibility) for the installation of utilities and services such as water tanks, AC plants, Generators, etc. will be charged at half the pro rata rate of Lease Fee. The Lessee shall accept the entire area made available for utilities and services by the DMRC against written request from the former. No part payment or installments will be allowed in this regard.

The construction and use of mezzanine area shall also be charged at the rate of Lease Fee from the date of commencement of commercial operations or 60 days from the date of approval by DMRC for construction of mezzanine floor whichever is earlier.

The Lease fees referred above in 4.15.1 (b), 4.15.2 & 4.15.3 shall be escalated @ 5% after gap of every year from the day falling after the Date of Commencement (i.e. if 'R' is the quoted lease fees then applicable lease rate after one year shall be 1.05xR and after next year it shall be 1.05x1.05xR and after next year it shall be 1.05x1.05x1.05xR and so on.

The Lease Fee in Clause 4.15.1(b) for the Leased Space(s) shall become payable from the day after the date of end of the Moratorium Period.

The maintenance of leased space and/or their utilities shall be carried out by the lessee themselves at their own cost.

In case of extension of the Commencement Date or Moratorium Period or both, as the case may be, for whatsoever reason, the escalation on the Lease Fee and maintenance fee shall be counted from the commencement date.

The Lessee will make the payments for each quarter in advance within seven days of the commencement of the respective quarter.

Over and above the Lease Fee, the Lessee shall also pay all charges for the energy, water and other utility services to the extent provided at the Leased Area by the DMRC.

Any delay in payments in the preceding Clauses shall attract penalty of interest @20% per annum on the amount outstanding (calculated on a per day basis), till the time the respective payments have been received by DMRC. The delays beyond 60 days of the due dates for the payment of the respective Lease Fee shall be treated as ‘Lessee Events of Default’. In such an eventuality the DMRC retains the right to en-cash the Security Deposit and claim damages from the Lessee and even terminate the Lease Agreement as mentioned in the ‘Security Deposit’ Clause of the Draft Lease Agreement. In cases of termination of lease agreement, DMRC shall have the exclusive rights to disconnect water supply, electricity, sewerage
connection to the leased area and also start process for eviction of Lessee from DMRC property.

4.15.9 In the event of default of Lessee in making payments of upfront premium, Lessee fee, maintenance charges (as applicable), charges for electric supply, air conditioning charges, taxes or any other dues towards DMRC in prescribed time, DMRC shall be entitled to discontinue / disconnect the service of electricity /air conditioning / water / sewer etc in leased premises and debar the Lessee from availing use of common areas / facilities (viz., use of stair case / lifts, etc). Apart from the said rights as stated, DMRC shall also have the rights including but not limited to restrict the access of Lessee in leased premises and recover all dues along with interest.

4.16 Payments Security & Escrow Accounts

(i) The successful bidder (Lessee) will be required to maintain with a Scheduled Commercial Bank, acceptable to DMRC, an Escrow Account as a payment security mechanism to protect the interest of DMRC. All the revenues of the Lessee from the Leased space, of whatsoever nature (including revenue from operation of lessee or leased space, upfront/ onetime payments, refundable & non-refundable deposits, rentals, License fees, maintenance fees and user charges, revenue from internal billboards/signages etc.) shall be credited to this account and outflows of cash on account of payments to DMRC and other purposes shall be debited, in accordance with the provisions of the lease Agreement.

(ii) Within 2 months from the date of signing of the Lease Agreement, the Licensee shall identify a Nationalised/ Scheduled Bank acceptable to DMRC and open the Escrow Account in terms of the Escrow Agreement to be signed between the Lessee, DMRC and the Bank. The draft of the Escrow Agreement is annexed as Schedule B to the Draft Lease Agreement in this tender. The Bank will act as the Escrow agent for the purposes of receiving the receivables. The escrow account will be maintained throughout the Lease period.

(iii) For the payment of the amounts becoming due to it, DMRC shall always have the first and paramount charge over all receivables that the lessee is entitled to claim or receive from the sub-licensee for the use of the leased Spaces. The Escrow Bank shall be given irrevocable instruction to remit to DMRC the amounts becoming due to DMRC under the Lease Agreement as per the claims made by DMRC from time to time. So long as any amount is outstanding to DMRC from the lessee , the amounts in the Escrow Account shall not be utilised for any purpose other than for payment to DMRC. After due discharge of all amounts outstanding to DMRC , the Escrow Bank shall be entitled to allow the amount to be utilised by the Lessee till such time further amounts become due from the lessee to DMRC as per the claims made by DMRC. Subject to the above and to the first and paramount charge, DMRC may allow the lessee to create second charge over the receivables in favour of financial institutions.
4.17 **Extension of Date of Commencement / Moratorium Period / Lessee Period**

If in event of, the progress of work being delayed by any act or neglect of DMRC or its employees or by other contractor / Lessee employed by DMRC or in executing the works on which Lessee’s performance necessarily depends or by reason of proceeding taken or threatened by or dispute with adjoining or to neighbouring owners or public authority arising otherwise through the Lessee’s own default etc, then upon happening of any such event Lessee shall immediately bring it to the notice of DMRC within 30 days of happening of such an event and accordingly either Commencement Date or Moratorium Period or Lease Period individually or in combination may be extended suitably, as in the opinion of DMRC are reasonable having regard to the nature and period of delay and the type and quantum of works affected thereby.

Apart from above, the Lessee shall not be eligible for any other compensation for works so carried forward to the extended period of time. In addition, Lessee shall also make constantly its best endeavours to bring down or make good the delay and shall do all that may be reasonably required to the satisfaction of DMRC to proceed with the works.

Any failure or delay by DMRC to provide the Lessee possession of the Leased Space(s), or to give the necessary permission or necessary drawings or instructions or any other delay caused by the DMRC due to any other cause whatsoever, then such failure or delay shall in no way affect or vitiate the Lease Agreement or alter the character thereof or entitle the Lessee to any damages or compensation.

Nevertheless, in the event of the delay being due to reasons being attributable to Lessee, or its failure to complete its obligations within specified time as per the Lease Agreement, for the reasons other than the reasons attributable to DMRC, Lessee shall not be entitled for any extension of date of Commencement Date or Moratorium Period or Lease Period whatsoever.
SECTION 5
(ANNEXURES)
formats for submission
annexure 1
letter of application

(to be submitted and signed by the bidder's authorized signatory)

executive director/pd,
delhi metro rail corporation,
25 ashoka road, new delhi-110001.

executive director/pd
sub: rfp for contract pd-13 : pd area outside tilak nagar metro station.

sir,

1. being duly authorized to represent and act for and on behalf of………………………….(hereinafter referred to as the “bidder”), and having studied and fully understood all the information provided in the bid document, the undersigned hereby applies as a bidder for contract pd-13 : pd area outside tilak nagar metro station (hereinafter referred to as “project”) on lease basis, according to the terms & conditions provided by dmrc.

2. our technical & financial bid as per the requisite formats along with the supporting documents, duly filled and signed on each page are uploaded online on https://eprocure.gov.in/eprocure/app as specified.

the tender security in the form of demand draft / pay order / bank draft / irrevocable bank guarantee / fixed deposit receipt in favor of delhi metro rail corporation ltd. have been deposited before dead line of tender submission as specified in nit.

3. dmrc and its authorized representatives are hereby authorized to conduct any inquiries/investigation to verify the statements, documents and information submitted in connection with the application and to seek clarification regarding any financial and technical aspects. this letter of application will also serve as authorization to any individual or authorized representative of any institution referred to the supporting information, to provide such information deemed necessary and requested by your selves to verify statements and information provided in the application or with regard to the resources, experience and competence of the bidder.
4. DMRC and its authorized representatives may contact the following persons for any further information:

Name of the person(s): ………
Address: ……………………………………..
Phone: ……………………… Fax: ………………..

5. This application is made with full understanding that:

(a) Bids will be subject to verification of all information submitted at the time of bidding.

(b) DMRC reserves the right to reject or accept any bid, cancel the bidding process, and / or reject all bids.

(c) DMRC shall not be liable for any of the above actions and shall be under no obligation to inform the Bidder of the same.

6. We, the undersigned declare the statements made, and the information provided in the duly completed application forms enclosed, are complete, true and correct in every detail.

7. We hereby confirm that we have read, understood and accepted all the detailed terms and conditions of this RFP and Project related Information as required for the Bid. We have also visited the Project Site for the assessment and have made our own due diligence and assessment regarding the Project.

8. We declare that the submission of this Tender confirms that no agent, middleman or any intermediary has been, or will be engaged to provide any services, or any other item of work related to the award and performance of this Contract. We further confirm and declare that no agency commission or any payment which may be construed as an agency commission has been, or will be, paid and that the tender price does not include any such amount. We acknowledge the right of the Employer, if he finds to the contrary, to declare our Tender to be non-compliant and if the Contract has been awarded to declare the Contract null and void.

9. We agree to keep our offer valid for one hundred eighty (180) days from the date of submission of Proposal thereof and shall not make any modifications in its terms and conditions, which are not acceptable to the DMRC and are in violation of the terms of the Bid Documents. We hereby agree to abide by and fulfill all the terms, conditions and provisions of the aforesaid documents.
10. This application is made with the full understanding that the validity of bids submitted by us will be subject to verification of all information, terms and conditions submitted at the time of bidding and its final acceptance by DMRC. We agree that, without prejudice to any other right or remedy, DMRC shall be at liberty to forfeit the entire tender security.

Authorised signatory

Name and seal of Bidder

Encl:

1) The tender security/s as specified in Clause 3.10 for (Rupees ______________ only) and/or _____________________________/- (Rupees ______________ only) in the form of Demand Draft/Pay Order/BG bearing No. _____ drawn upon __________ (bank) dated ________. (Details of each tender security for Multiple Packages).

2) Power Of Attorney for signing of Application Board resolution authorising the signatory (Suggested Format at Annexure 8)

3) Memorandum of Agreement (MOA) in case of a Consortium/ JV

4) Relevant Submissions as per the given Formats
Annexure 2
General Information of the Bidder

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

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

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

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Name of Member</th>
<th>Proportion of Equity to be held in the Consortium/ JV</th>
<th>Role*</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

   * Specify whether Lead Member / Ordinary Member

Signed
(Name of the Authorized Signatory)
For and on behalf of
(Name of the Bidder)
Designation
Place:
Date:

Note: Please also attach Memorandum of Association and Article of Association (For all members in case of JV/Consortium/ JV).
Annexure 3
Summary of Financial Details

(In case of Consortium/ JV, each member to provide this separately)

<table>
<thead>
<tr>
<th>S.N.</th>
<th>Description</th>
<th>Financial Data for Latest Last 3 Years (Indian Rupees)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>2015-16</td>
</tr>
<tr>
<td>1.</td>
<td>Total Assets</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Total External Liabilities</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Net Worth [= 1 - 2]</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Annual turnover</td>
<td></td>
</tr>
</tbody>
</table>

Note:

1) Attach certified copies of Annual Audited Balance Sheets and IT Returns Certificate for the preceding 3 (Three) years.

2) In case audited balance sheet of the last financial year is not made available by the bidder, he has to submit an affidavit certifying that ‘the balance sheet has actually not been audited so far’. In such a case the financial data of previous ‘3’ audited financial years will be taken into consideration for evaluation. If audited balance sheet of any other year than the last year is not submitted, the tender will be considered as non-responsive.

3) The above data must be submitted for all Relevant Consortium/ JV members, duly certified by CA/Statutory Auditor.

4) All such documents reflect the financial data of the Applicant or member in case of JV/consortium and not sister or Parent Company.

5) Historic financial statements shall be audited by Statutory Auditor of the Company under their seal & stamp and shall be strictly based on Audited Annual Financial results of the relevant period(s). No statements for partial periods will be accepted.

Signed

(Name of the Authorised Signatory)  
Signature of CA/Statutory Auditors

For and on behalf of

(Name of the Bidder)

Designation

Place:  
Date:

RFP Bid Document
Annexure 4

(To be submitted and signed by the Bidder’s authorised signatory with the quoted recurring payment.)

Executive Director/PD,
Delhi Metro Rail Corporation,
25 Ashoka Road, New Delhi-110001.

Executive Director/PD
Sub: “RFP for Contract PD-13: Property Development at PD area outside Tilak Nagar MRTS Station. (“Project”)”

Sir,

We hereby submit our Financial Offer for the Project. If the Project is awarded to us, we agree to make the following payments to DMRC as per the terms given in the Request for Proposal (RFP) Document.

1. Upfront Fee of Rs. 6,85,000/- + (GST extra) in the form of Pay Order/Cheque/Demand Draft.

2. Monthly Lease Fee at Rs. __________ per square meter (in figures) Rupee_________ ____________________________ (in words) for a Lease Period of 15 years.

3. We also agree to pay at half the rate of Lease Fee quoted in item 2 above, for the additional area only for utilities equipment and services & full rate of Lease Fee for mezzanine floor area, which may be requested by us and made available by DMRC subject to availability/feasibility.

3. Escalated Lease Fee in items 2 & 3 above, as per Clause 4.15.3 of Section 4 of RFP document.

4. Over and above the Lease Fee, we also agree to pay all charges for the energy, water and other utility services to the extent provided at the Leased Space(s) by DMRC.

5. In an event, we are the selected bidder, any failure to deposit Upfront Fee and Security Deposit within 30 days from the issue of LOA would entitle the DMRC to forfeit the tender security.

6. The arithmetical errors will be rectified on the following basis. If there is a discrepancy between words and figures, the amount in words will prevail. If we do not accept the correction of errors, this Bid will be rejected & tender security will be forfeited.

RFP Bid Document
7. GST on services as applicable and other applicable taxes including property tax from
time to time will also be paid by us/me in addition to the aforesaid charges.

This offer is being made by us/me after taking into consideration all the terms and conditions
stated in the RFP document, and after careful assessment of the spaces, all risks and
contingencies and all other conditions that may affect the financial proposal.
We agree to keep our offer valid for 180 days from the due date of submission of this Proposal.

Authorized signatory
Name and seal of Bidder

Date:
Place:
Annexure 5
Affidavit

(Notarized on Stamp Paper of Requisite Value as per Applicable Law)

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

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

2. I say that I have submitted information with respect to our eligibility for Delhi Metro Rail Corporation’s (hereinafter referred to as “DMRC”) Property Development at PD area outside Tilak Nagar MRTS Station. (hereinafter referred to as “Project”) Request For Proposal (‘RFP’) Document and I further state that all the said information submitted by us is accurate, true and correct and is based on our records available with us.

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

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

5. I say that, we fully acknowledge and understand that furnishing of any false or misleading information by us in our RFP shall entitle us to be disqualified from the bidding process for the Project. The costs and risks for such disqualification shall be entirely borne by us.
6. I state that all the terms and conditions of the Request for Proposal (RFP) Document have been duly complied with.

DEPONENT

VERIFICATION :-

I, the above named deponent, do verify that the contents of paragraphs 1 to 6 of this affidavit are true and correct to my knowledge. No part of it is false and nothing material has been concealed.

Verified at ………………………., on this ………………….. .day of………………..,2018.

DEPONENT
ANNEXURE 6
SITE PLAN

[Diagram of a site plan showing various sections such as streets, buildings, and plots.]

TILAK NAGAR METRO STATION

PART OF THE PLAN THAT SHOWS THE LOCATION WITHIN THE CITY.
ANNEXURE 7
CONSORTIUM/ JV AGREEMENT/MEMORANDUM OF AGREEMENT

[On non judicial stamp paper of appropriate value to be purchased in the name of the
executants]

This Consortium/ JV Agreement/Memorandum of Agreement is executed at New Delhi on
this ___ day of ____, 2018.

BETWEEN

M/s ______________________, a Company incorporated under the Companies Act, 1956
and having its Registered Office at _______________________ acting through its
Managing Director, ___________ duly authorized by a resolution of the Board of Directors
dated ____ (hereinafter referred to as the ‘Lead Member’ which expression unless
excluded by or repugnant to the subject or context be deemed to mean and include its
successors in interest, legal representatives, administrators, nominees and assigns) of the
ONE PART;

AND

M/s. __________, a Company incorporated under the Companies Act, 1956 and having its
Registered Office at ______________________ and Office at ____________________, acting
through its Joint President, ______________, duly authorized by a resolution of the Board
of Directors dated __________ (hereinafter referred to as the ‘Participant Member 1’) which
expression unless excluded by or repugnant to the subject or context be deemed to mean
and include its successors in interest, legal representatives, administrators, nominees and
assigns) of the SECOND PART;

AND

M/s. __________, a Company incorporated under the Companies Act, 1956 and having its
Registered Office at ______________________ and Office at ____________________, acting
through its Joint President, ______________, duly authorized by a resolution of the Board
of Directors dated __________ (hereinafter referred to as the ‘Participant Member 2’) which
expression unless excluded by or repugnant to the subject or context be deemed to mean
and include its successors in interest, legal representatives, administrators, nominees and
assigns) of the THIRD PART;
(Hereinafter collectively referred to as “Consortium/ JV” or “Parties” and individually as “Party”)

Whereas Delhi Metro Rail Corporation Limited (hereinafter referred to as ‘DMRC’) has invited Bids for the “Contract PD-13, Property Development at PD area outside Tilak Nagar MRTS Station” on Lease basis, in terms of the Bid documents issued for the said purpose and the eligibility conditions required that the Bidders bidding for the same should meet the conditions stipulated by DMRC for participating in the Bid by the Consortium/ JV for executing the Project for which the Bid has been floated by DMRC.

AND WHEREAS in terms of the Bid Documents the Parties jointly satisfy the eligibility criteria laid down for a Bidder for participating in the Bid process by forming a Consortium/ JV between themselves.

AND WHEREAS all the Parties hereto have discussed and agreed to form a Consortium/ JV for participating in the aforesaid bid and have decided to reduce the agreed terms to writing.

AND WHEREAS it is necessary for the members of the Consortium/ JV to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium/ JV, all acts, deeds and things as may be necessary in connection with the Consortium/ JV’s Bid for the Project and its execution.

NOW THIS CONSORTIUM/ JV AGREEMENT/Memorandum of Agreement hereby WITNESSES:

1. That in the premises contained herein the Parties having decided to pool their technical know-how, working experiences and financial resources, have formed themselves into a Consortium/ JV to participate in the Bid process for “the “Contract PD-13, Property Development at PD area outside Tilak Nagar MRTS Station” in terms of the Bid invited by Delhi Metro Rail Corporation Ltd., (DMRC).

2. That the Parties have represented and assured each other that they shall abide by and be bound by the terms and conditions stipulated in the Bid Documents for award of the Project to the Consortium/ JV so that the Consortium/ JV may take up the aforesaid Project in case the Consortium/ JV is declared as the Selected Bidder in the Bid process.

3. That the Parties have satisfied themselves that by pooling their technical know-how and technical and financial resources, the Consortium/ JV fulfills the pre-qualification/eligibility criteria stipulated for a Bidder, to participate in the Bid for the said Bid process for executing the Project.
4. That the Parties have agreed to nominate __________ as the Lead Member who shall be authorized to represent the Consortium/ JV for all intents and purposes for dealing with the DMRC or its representatives and for submitting the Bid as well as doing all other acts and things necessary for submission of Bid Documents such as Bid Application Form etc., Mandatory Information, Financial Bid, etc., and such other documents as may be necessary for this purpose which shall be legally binding on all the members of the Consortium/ JV who shall be jointly and severally responsible for the performance and obligations in relation to the Bid submitted to DMRC and execution of the Project.

5. The Consortium/ JV further authorizes the Lead Member to represent the Consortium/ JV for all correspondence and communications with the DMRC and any notice or communication served upon the Lead Member shall be deemed to be notice or communication to the Consortium/ JV.

6. That the share holding of the members of the Consortium/ JV for this specified purpose shall be as per the Lease Agreement and at present the proposed shareholding shall be as follows:-

   a) The Lead Member shall have _____per cent (___ %) of share holding with reference to the Consortium/ JV for the Project.

   b) The Participant Member 1 shall have ____ (___ %) of share holding with reference to the Consortium/ JV for the Project.

   c) The Participant Member 2 shall have _____percent (___%) of share holding with reference to the Consortium/ JV for the Project.

7. That in order to fulfill the requirement of the Bid process and also to keep an altogether separate legal entity of the Consortium/ JV, the members of the Consortium/ JV undertake to provide their own nominees as shareholders to the extent of their respective share holding for the purpose of formation of a Special Purpose Company (SPC) through which the Consortium/ JV proposes to undertake the Project.

8. That if any change in the membership of the Consortium/ JV be required to be made by the members of the Consortium/ JV, the same shall be done with the prior written consent approval of DMRC subject to the conditions as may be stipulated by them in this regard in the Lease Agreement and which consent, DMRC shall be entitled to decline without assigning any reason whatsoever.
9. That in order to meet the requirements of Bid documents or any other stipulations of DMRC, if it becomes necessary to execute and record any other documents amongst the Parties, the Parties undertake to do the needful and to participate in the same for the purpose of the Project.

10. That it is clarified by and between the Parties that execution to this Consortium/ JV Agreement/Memorandum of Agreement by the Parties does not constitute any type of partnership for the purposes of provisions of the Indian Partnership Act and that the Parties shall otherwise be free to carry on their independent business or commercial activities for their own respective benefits under their own respective names and styles. This Consortium/ JV Agreement is limited in its operation to the Project.

11. That the Parties undertake to specify their respective roles and responsibilities for the purposes of execution of the Project if awarded to the Consortium/ JV in the Memorandum & Articles of Association of the proposed Special Purpose Company to be got incorporated by the Parties to meet the requirements and stipulations of DMRC.

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

1. Managing Director
   (----------------)
   For (Name of company)

2. Managing Director
   (----------------)
   For (Name of company)

3. Managing Director
   (----------------)
   For (Name of company)

WITNESSES: 1.----------- 2.-----------

Enclosure:

- Board resolution of each of the consortium/ JV members authorising execution of the consortium/ JV agreement and appointing the authorised signatory for such purpose.
ANNEXURE 8

FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF APPLICATION

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

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

For…………………………………………
Accepted

…………………………………. (Signature)
(Name, Title and address) of the Attorney

Note:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
ANNEXURE 9

LIST OF USAGES BANNED

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

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


4. Coal based cooking is strictly prohibited. Gas Based Cooking shall also be permitted as per DMRC’s extant Policy / guidelines (Policy Attached).
ANNEXURE-10

FORM OF BANK GUARANTEE FOR TENDER SECURITY

(To be stamped in accordance with Stamp Act, if any, of the country of issuing bank)

1. KNOW ALL MEN by these presents that we………………………………….…..
(Name of Bank) having our registered office at ………………………. (Name of country) (hereinafter called “the Bank”) are bound unto Delhi Metro Rail Corporation Limited (hereinafter called “the DMRC”) in the sum of `…………….. for which payment will and truly to be made to the said DMRC, the Bank binds itself, its successors and assigns by these presents.

2. WHEREAS…………………………(Name of Tenderer) (hereinafter called “the Tenderer”) has submitted its tender dated__________for Contract PD-13: Property Development at PD area outside Tilak Nagar MRTS Station hereinafter called the tender.

AND WHEREAS the Tenderer is required to furnish a Bank Guarantee for the sum of `…………….. as Tender Security against the Tenderer’s offer as aforesaid.

AND WHEREAS………………………….(Name of Bank) have, at the request of the Tenderer, agreed to give this guarantee as hereinafter contained.

3. We further agree as follows:

   a. That the DMRC may without affecting this guarantee grant time or other indulgence to or negotiate further with the Tenderer in regard to the conditions contained in the said tender and thereby modify these conditions or add thereto any further conditions as may be mutually agreed upon between the DMRC and the Tenderer.

   b. That the guarantee hereinbefore contained shall not be affected by any change in the constitution of our Bank or in the constitution of the Tenderer.

   c. That any account settled between the DMRC and the Tenderer shall be conclusive evidence against us of the amount due hereunder and shall not be questioned by us.

   d. That this Guarantee commences from the date hereof and shall remain in force till ……………….. (date to be filled up as per Clause 3.10 of Section 3).

   e. That the expression ‘the Tenderer’ and ‘the Bank’ herein used shall, unless such an interpretation is repugnant to the subject or context, include their respective successors and assigns.
4. **THE CONDITIONS OF THIS OBLIGATION ARE:**

   a. if the Tenderer withdraws his Tender during the period of Tender validity specified in the Form of Tender, or

   b. if the Tenderer does not accept the correction of his tender price in terms of Clause 3.20.7 of the “RFP document”.

   c. if the Tenderer having been notified of the acceptance of his tender by the DMRC during the period of tender validity:

      i. fails or refuses to furnish the Security Deposit in accordance with Clause 3.11 of the “RFP document” and/or

      ii. fails or refuses to enter into a Contract within the time limit specified in Clause 3.26 of the “RFP document”.

We undertake to pay to the DMRC mere on demand without demur upto the above amount upon receipt of his first written demand, without the DMRC having to substantiate his demand provided that in his demand the DMRC will note that the amount claimed by him is due to him owing to the occurrence of any one or more of the conditions (a), (b), (c) mentioned above, specifying the occurred condition or conditions.

**Signature of Authorized Official of the Bank**

**Signature of Witness**

Name: Name of Official ..............................

Designation ..............................

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

Address: Stamp/Seal of the Bank

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

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

Notes:

1. The stamp papers of appropriate value shall be purchased in the name of the Bank, who issues the ‘Bank Guarantee’.

2. The ‘Bank Guarantee’ shall be from the Scheduled Commercial Bank based in India, acceptable to DMRC.
ANNEXURE- 11
(Undertaking as per Clause 3.5.5 of Section-3)

We do hereby undertake that DMRC / Any other Metro Organisation (100% owned by Govt.), Ministry of Housing and Urban Affairs / Order of Ministry of Commerce, applicable for all Ministry has not banned business with us as on the date of tender submission. Also none of the work has been rescinded / terminated by DMRC / Any other Metro Organisation (100% owned by Govt.), after award of contract to us during last 3 years (from the last day of the previous month of tender submission) due to our non-performance.

STAMP & SIGNATURE OF AUTHOURED SIGNATORY

Note:-

1. In case of JV/Consortium/ JV, the undertaking shall be submitted by each member of the JV/Consortium/ JV.

2. The undertaking shall be signed by authorized signatory of the tenderer or constituent member in case of JV/Consortium/ JV.
ANNEXURE- 12

UNDERTAKING FOR DOWNLOADED TENDER DOCUMENT

We here by confirm that, we have downloaded / read the complete set of tender documents (RFP Bid document)/addendum/clarifications along with the set of enclosures hosted on e-tendering portal [https://eprocure.gov.in/eprocure/app]. We confirm that we have gone through the bid documents, addendums and clarifications for this work placed upto the date of opening of bids on the e-tendering portal [https://eprocure.gov.in/eprocure/app]. We confirm that we have considered for these in our tender submission and our financial bid. We also confirm our unconditional acceptance to all the terms and conditions of tender document (RFP Bid document).

STAMP & SIGNATURE OF AUTHORISED SIGNATORY
ANNEXURE- 13
(Undertaking as per clause 3.5.1.1 of Eligibility Criteria of RFP)
(To be submitted by bidder (Single entity/JV) and also by each member of the
JV/Consortium separately)

1. We (name of the bidder) hereby undertake that we have following
lease/concession agreement of DMRC property (as on last date of submission of
this tender)

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Lease contract agreement no.</th>
<th>Date of Start</th>
<th>Date of Completion</th>
<th>Due date of payment of last pending invoice</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

2. It is certified that no dues are pending on our account for more than 90 days in
any of the above agreement(s) either as a single entity or as a member of
JV/Consortium or SPV of JV/Consortium/single entity.

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

(Signature of Authorized Signatory of Bidder)
DMRC Policy for permission of LPG

DMRC shall permit installation of LPG bank (packed installation) for purpose of cooking subject to fulfilling of statutory conditions and compliance of regulatory conditions by the licensee or sub-licensee.

STATUTORY CONDITIONS

1. Packed installations allowed only on ground level.

2. Packed installations not allowed at place where they are likely to cause obstruction, suffer damage or exposure to conditions likely to affect safety of commuters.

3. Packed installation not allowed inside the station building. The site for cylinder manifold is to be located away from the kitchen. A minimum distance of three meters required between packed installation and any building, public place or roadways.

4. A minimum distance of 1 meter is required between the cylinder installation and the open surface water drain, if any.

5. Packed installation not allowed at a place where they may be overheated i.e. close to steam pipe, boilers etc.


7. The maximum permitted capacity of packed installation shall be 500 kg.

8. All workers of shop/DMRC staff on that station be made well acquainted with the operation of packed installation valves by the owner.

REGULATORY CONDITIONS

1. Packed installation is to be slightly raised from the ground level. Cylinders shall be located on a concrete or brick floor without any cavity, in outdoor installation. The cylinders shall be installed in upright position with the valve pointing upwards.

2. The drawing of packed installation system shall be got approved from DMRC before start of work. The packed installation shall be suitably protected by automatic and manual sprinkler system.
3. The cylinder storage cabinet shall be of fire resistant construction. Flammable materials like wood and plastic not allowed. A Lean - to roof with expanded metal on angle iron framework on the side is considered suitable for this purpose. Since LPG is heavier than air, adequate ventilation is to be provided at floor level open to atmosphere. The ventilators shall be provided with 2 layers copper or non - corroding metal wire mesh.

4. Main shut-off valve on the pipeline emerging out of cylinder storage cabinet shall be located in such a manner that it just falls outside the storage cabinet and shall be easily accessible at all times. At the point of entry of each work place, the line shall have a quick shut off valve.

5. The storage cabinet shall have caution signs such as "DANGER", "HIGHLY INFLAMMABLE GAS SHED", "NO SMOKING" etc. painted in luminous red paint outside at a prominent place.

6. Safety cap is to be put on the empty cylinders.

7. The doors of the cabinet where cylinders are installed shall open outwards.

8. The nearby area of packed installation shall always remain clear of any vegetation.

SPECIAL NOTE

i. In case of any alteration/deviation/violation of any one of above mentioned measures or failure in compliance of standards of IS: 6044 (Part 1) - 1971 in packed installations, If noticed by the Fire Wing of DMRC will be liable for Heavy Penalty/cancellation of permission/termination of allotment by DMRC.

ii. Owner of the shop has to apply for grant of permission for use of L.P.G. in the allotted shop with a drawing of proposed packed installation.
RULES AND GUIDE LINES FOR RELEASE OF ELECTRIC POWER

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

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

4. DMRC will 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 form 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:

- Supplying and laying including end termination of suitable size (rating suitable for allowable electric load) LT FRLS cable (from source to nearest point) as per standard specifications.
- Supplying and laying of meter box, pre-paid energy meter and MCB for extending the power. Pre-paid energy meters requires 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-D. Licensee is also required to comply with necessary provision for fire safety in accordance with stipulations attached at Annexure-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, pre-paid 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.

10. During tenure of temporary power supply Rs.100/- per week per KW or part thereof shall be charged over and above applicable tariffs.

11. In case of failure to convert, the temporary connection to permanent within stipulated time, temporary connection charge shall be doubled. Format of application for temporary and permanent connection and lists of documents required are attached at Annexure-A&B.

12. TARIFF: Rate of electricity shall be charged from licensee at which concerned DISCOM would be charging, had they obtained electric connection from them. Tariff applicable during September 2013 for different DISCOMs are placed at Annexure-I.
FORMAT OF APPLICATION FOR TEMPORARY POWER SUPPLY

<table>
<thead>
<tr>
<th>SN</th>
<th>ITEM</th>
<th>DETAILS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Name of the Licensee</td>
<td>:</td>
</tr>
<tr>
<td>2</td>
<td>Station</td>
<td>:</td>
</tr>
<tr>
<td>3</td>
<td>Reference to allotment letter (Copy to be attached)</td>
<td>:</td>
</tr>
<tr>
<td>4</td>
<td>Load Requirement (KW)</td>
<td>:</td>
</tr>
<tr>
<td>5</td>
<td>Details of submission of Advance Consumption Deposited as per load</td>
<td>:</td>
</tr>
<tr>
<td>6</td>
<td>Details of Cable installed along with earthing (Make and rating)</td>
<td>Attach cable test report</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>Attach Original Meter Test Report</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 / Not Attached</td>
</tr>
<tr>
<td>12</td>
<td>Attach Electrical Declaration along with annexure on Rs.100/- Non-judicial Stamp paper</td>
<td>Attached / 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 - 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) 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 MDT / TOD Energy installed (Make and rating) 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 / Not Attached</td>
</tr>
<tr>
<td>12</td>
<td>Attach Electrical Declaration on Rs.100/- Non-judicial Stamp paper</td>
<td>Attached / Not Attached</td>
</tr>
<tr>
<td>13</td>
<td>Attach Electrical Installation Test Report {In stipulated format} signed from Electrical contractor holding valid license</td>
<td>Attached / Not Attached</td>
</tr>
</tbody>
</table>

**PROCEDURE**

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

2. Electrical Department and Fire Department shall carry out inspection at site and if found complyed, permanent electric connection shall be released.
# ELECTRICAL INSTALLATION TEST REPORT

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

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

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

Seal & Signature of the Licensee  Seal & Signature of Electrical Contractor

(Holding Valid License )
SPECIFICATIONS FOR ELECTRICAL WORKS

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

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

3. Cables upto 6 Sq.mm. will be of copper conductor and above 6 Sq.mm. Aluminum conductor may be used. However in case of under ground 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 will be metallic and without any holes. DP MCB & ELCB is required for single phase supply. TPN MCB and ELCB is required in case of three phase. ELCB, cables, MCB rating for main connection shall be as per table.

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

7. Licensee will provide a separate protection for their electric requirement with proper discrimination with up stream 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 will be restored on first occasion only when licensee pays necessary penalty as per DERC norms and removes excess load. On the subsequent occasion, DMRC reserves the rights to revoke the license and forfeited the interest free security deposit.
10 Only Galvanized Cable tray, Conduit, Cable Ladder shall be allowed.

11 Internal wiring of luminaries (Light Fittings) and Signages in signage's panel shall also be FRLSZH in case of UG stations.

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

**TABLE: Rating of Electric items**

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

| UNDER GROUND STATIONS   |                         |                        |                                                   |
| 0 - 0.1                 | 0.5                     | 16, 30                 | 3 Core x 4 Sq. mm (for single phase )            |
| 0.1 - 0.2               | 1                       | 16, 30                 | 3 Core x 4 Sq. mm (for single phase )            |
| 0.2 - 0.5               | 2                       | 16, 30                 | 3 Core x 4 Sq. mm (for single phase )            |
| 0.5 - 0.7               | 3                       | 16, 30                 | 3 Core x 4 Sq. mm (for single phase )            |
## LIST OF APPROVED MAKES

<table>
<thead>
<tr>
<th>S. N.</th>
<th>Item</th>
<th>Approved Makes</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>GI Conduit Pipes</td>
<td>BEC, AKG, NIC, Steel Craft -- ISI Marked</td>
</tr>
<tr>
<td>2.</td>
<td>GI Conduit Accessories</td>
<td>Confirming to BIS as per approved samples</td>
</tr>
<tr>
<td>3.</td>
<td>Copper Conductor FRLS, PVC insulated wires</td>
<td>National, Ecko, Finolex, Havells, Grandly, NICCO,</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Asian, Poly Cab</td>
</tr>
<tr>
<td>4.</td>
<td>Copper Conductor FRLSZH , PVC insulated wires</td>
<td>Polycab, Ducab Dubai, Cords Cables, KEI.</td>
</tr>
<tr>
<td>5.</td>
<td>FRLS Cables</td>
<td>Fort Gloster, NICCO, Finolex, Asian/RPG, KEI, Havells,</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Polycab, CCI, Universal</td>
</tr>
<tr>
<td>6.</td>
<td>FRLSZH , PVC Cables</td>
<td>Polycab, Ducab Dubai, Cords Cables, KEI, Rashi Cables.</td>
</tr>
<tr>
<td>7.</td>
<td>Switches &amp; Socket outlets</td>
<td>Crabtree, Anchor, MDS, LK (Schneider)</td>
</tr>
<tr>
<td>8.</td>
<td>MCB, RCCB (ELCB)</td>
<td>L&amp;T Hager, MDS, Siemens, GE, Merlin-Gerin, ABB,</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Schnieder</td>
</tr>
<tr>
<td>9.</td>
<td>Distribution Boards</td>
<td>L&amp;T Hager, MDS, Siemens, ABB, INDO, ASIAN, Havells,</td>
</tr>
<tr>
<td></td>
<td></td>
<td>GE, Schnieder</td>
</tr>
<tr>
<td>11.</td>
<td>Luminaries</td>
<td>Philips / Schrader / Osram / Bajaj / Thorn / Crompton</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)-1983 (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 stepless 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 galvanised steel sheet of 1.0mm thick with galvanised 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-enamelled finish preceded by undercoat of anti-corrosive primer paint phosphating and through cleaning of the surface. Alternate methods of corrosion protection like plastic powder coating, electrostatic painting are also acceptable in lieu of stove enamelled finish.
6. Overall power factor of the unit shall be atleast 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, upto switch AT location of indoor unit. Switch/Socket/Plug are also included.
FIRE SAFETY REQUIREMENTS

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

Table - 1

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

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

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

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

For bigger spaces, licensee is required to obtain details of recommended suppression and detection system from DMRC in the beginning.
DECLARATION

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

I

[Name]

(hereinafter referred to as the "Applicant", which term shall mean and include executors, administrators, heirs, successors and assigns), do hereby swear and declare as under:

OR

[Name], a company incorporated under the provision of the Companies Act 1956, a sole proprietorship, a partnership having its registered office at

(hereinafter referred to as "Applicant", which expression shall unless repugnant to the context or meaning thereof, include its successors and assigns), do hereby swear and declare as under:

That the Applicant is an occupant of the premises No._________________ at __________________ having taken the premises from DMRC on the terms and conditions agreed to with DMRC which include that DMRC may supply electricity as a part of the lease or license of the premises, based on the commercial arrangement:

The Applicant has requested the DMRC to provide an electricity connection at the above-mentioned premises in the Applicant's name for the purpose mentioned in the application form.

The Applicant hereby agrees and undertakes:

1. That the Applicant desires to have and agrees with DMRC to take supply of energy for the above mentioned purpose, for a period of not less than two years from the date of commencement of supply and to pay for the energy so supplied and all other charges at the rates set out in the concerned State Electricity Regulatory Commission's Tariff Schedule and the miscellaneous charges for supply as may be in force from time to time, including advance Consumption Deposit etc.

2. that the Applicant shall have no objection for the DISCOMs to carry out Inspections of the Applicants' Meters & Equipments & Any Observation made by such Agencies, Which are acceptable to DMRC, shall be binding on the Applicant for Attention/Compliance.

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

4. that the applicant shall pay the full amount mentioned in the Monthly/BI-monthly Consumption Bill as raised by DMRC before the last date mentioned in such Monthly/BI-monthly Bill. Licensee shall provide Test Report/Calibration report in regard to Energy Meter installed. DMRC may ask Licensee to recalibrate the Energy Meter whenever considered necessary.

5. that all or any taxes/duties, as may be levied on the supply of electricity to the Applicant by DMRC, shall be paid and borne by the Applicant.

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

7. that DMRC shall have the right to recover the fixed charges due as per applicable tariff for the remaining contracted period in case the contract is terminated prior to the expiry of the contracted period.

8. that all the electrical work done within the Applicant's premises including wiring, power outlets and gadgets 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 Applicant on this account. Further, the Applicant agrees that if there is any harm/loss to the property of DMRC or to any other third party due to fault in the electrical work, outlets or apparatus within the premises of the applicant, all the loss shall be borne by the Applicant.

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

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 Applicant.

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 will have to provide a Low voltage switch-board with MCBs & ELCBs of required capacity with Electronics Static Energy Meters having provision of MDI, TOD etc. of required capacity at his cost conforming to relevant BIS standards and of approved make along with test certificate shall be arranged by the applicant. The meter shall be installed and sealed by DMRC, either within the premises of the applicant or at a common meter room/Board. Applicant shall not tamper with or disturb the meter in any manner whatsoever, and shall be responsible for its safety.
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 applicant. Approval to the layouts/schemes/details shall be taken from DMRC ORM 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 will 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 will provide Power Supply of single phase, 230V, 50Hz for a max. connected load up to 10kW, Electrical load requirement exceeding 10 kW will 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 will only be the permitted to use standby UPS/Inverter system will 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 will 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 that 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 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 applicant shall be submitted by the Licensee. Every shop/ property Development area must have enough fire Extinguisher as stipulated.

13.12 Licensee will 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 will 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 will be provided back on first occasion only when Licensee pays necessary penalty as per State ERC norms and removes excess load. On the subsequent occasion, DMRC reserves the right to revoke the license and forfeit the interest free security deposit.

13.15 In case, the Licensee is found misusing Electricity or tampering with the Energy meter, a token penalty of Rs. 1000/- will be charged from him along with disconnection of power supply. Reconnection of power supply will be done only after charging Rs. 1000/- as reconnection fee and clearance of all dues duly obtaining approval of Competent Authority of DMRC.

14.that the Applicant shall have no objection at any time to the rights of DMRC to supply energy to any other consumer from the service line or apparatus installed on the Applicant's premises.

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 Applicant's industry/trade has not been declared to be obnoxious, hazardous/pollutant by any Government agency and that no court orders are being infringed by grant of applied electricity connection at the Applicant's premises.

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 Applicant, 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 Applicant, after adjusting the advance consumption deposit, to other service connections(s) that may stand in the Applicant'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 Applicant undertakes to pay penalty imposed by DMRC on its own discretion for the damages caused to the leased property on account of any default or non-compliance of any statutory requirements.
22. That all details furnished in this Requisition form are true to the Applicant's knowledge. If any information is found incorrect at a later date, the company will have the right to withhold/disconnect supply, as the case may be, and forfeit the advance consumption deposit.

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

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

Date: ___________________________
Place: ___________________________

Signed and delivered in the presence of:

Witness 1
Signature ___________________________
Full Name ___________________________
Complete Address ___________________________
Phone No. ___________________________

Witness 2
Signature ___________________________
Full Name ___________________________
Complete Address ___________________________
Phone No. ___________________________

(Full name)

Signature of Applicant

List of Documents to be submitted along with Declaration:

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

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

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

________________________, son/daughter/wife of ________________________ Resdent of ________________________

(hereinafter referred to as the "Applicant", which term shall mean and include executors, administrators, heirs, successors and assigns), do hereby swear and declare as under:

OR

________________________, a company incorporated under the provision of the Companies Act 1956, a sole proprietorship, a partnership having its registered office at ________________________ (hereinafter referred as "Applicant", which expression shall unless repugnant to the context or meaning thereof, include its successors and assigns), do hereby swear and declare as under:

That the Applicant is an occupant of the premises No. ____________ at ________________________ having taken the premises from DMRC on the terms and conditions agreed to with DMRC which include that DMRC may supply electricity as a part of the lease or license of the premises, based on the commercial arrangement.

The Applicant has requested the DMRC to provide an electricity connection at the above-mentioned premises in the Applicant’s name for the purpose mentioned in the application form.

The Applicant hereby agrees and undertakes:

1. That the Applicant desires to have and agrees with DMRC to take supply of energy for the above mentioned purpose, for a period of not less than two years from the date of commencement of supply and to pay for the energy so supplied and all other charges at the rates set out in the concerned State Electricity Regulatory Commission’s Tariff Schedule and the miscellaneous charges for supply as may be in force from time to time, including advance Consumption Deposit etc.

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

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

4. That DMRC shall pay the full amount mentioned in the Monthly/Bi-monthly Consumption Bill as raised by DMRC before the last date mentioned in such Monthly/Bi-monthly Bill. Licensee shall provide Test Report/Calibration report in regard to Energy Meter installed. DMRC may ask Licensee to recalibrate the Energy Meter whenever considered necessary.

5. That all or any taxes/duties, as may be levied on the supply of electricity to the Applicant by DMRC, shall be paid and borne by the Applicant.

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

7. That DMRC shall have the right to recover the fixed charges due as per applicable tariff for the remaining contracted period in case the contract is terminated prior to the expiry of the contracted period.

8. That all the electrical work done within the Applicant’s premises including wiring, power outlets and gadgets are used and maintained property for guarding against short circuits/fires and are as per the Indian Electricity Rule, 1956 and other applicable laws, statutory provisions and standards in force at the time, and indemnify DMRC against any loss accrued to the Applicant on this account. Further, the Applicant agrees that if there is any harm/loss to the property of DMRC or to any other third party due to fault in the electrical work, outlets or apparatus within the premises of the applicant, all the loss shall be borne by the Applicant.

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

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 Applicant.

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 will have to provide a Low voltage switch-board with MCBs & ELCBS of required capacity with Electronics Static Energy Meters having provision of MDL, TOD etc. of required capacity at his cost conforming to relevant BIS standards and of approved make along with test certificate shall be arranged by the applicant. The meter shall be
installed and sealed by DMRC, either within the premises of the applicant or at a common meter room/board. Applicant shall not tamper with or disturb the meter in any manner whatsoever, and shall be responsible for its safety.

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 its premises shall be done by the applicant. Approval to the layouts/schemes/details shall be taken from DMRC O&M wing. The licensee hereby voluntarily and unequivocally agrees not to seek any claim, damage, compensating or any other consideration 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 will also do wiring within his shop/stall/KIOSK by using GI conduit. The Licensee shall use FRZLHS 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 will provide Power Supply of single phase, 230V, 50Hz for a max. connected load up to 10 KW, Electrical load requirement exceeding 10 KW will be given on 3-phase, 415V, 50Hz subject to availability.

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 will only be the permitted to use standby UPS/Inverter System with maintenance free battery. The Load of such standby UPS/Inverter system will also be taken as a part of total connected load.

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

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

13.10 Licensee shall provide proper Earthing connection as per the applicable standards and shall terminate the same to the DMRC's Distribution Board or to any other place as directed by the DMRC. Installation Test Report issued by licensed electrical wiring contractor in the prescribed format (available with the application form) and countersigned by the applicant shall be submitted by the Licensee.

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

13.12 Licensee will 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 there after on three phase system if required by the Licensee will be supplied subject to availability at an additional cost and conditions to be stipulated by DMRC.

13.14 In case, Licensee draws power more than the connected load, his electricity connection shall be disconnected. The electricity connection will be provided back on first occasion only when Licensee pays necessary penalty as per State ERC norms and removes excess load. On the subsequent occasion, DMRC reserves the right to revoke the license and forfeit the interest free security deposit.

13.15 In case, the Licensee is found mis-using Electricity or tampering with the Energy meter, a token penalty of Rs.100/- will be charged from him along with disconnection of power supply. Reconnection of power supply will be done only after charging Rs. 100/- as reconnection fee and clearance of all dues duly obtaining approval of Competent Authority of DMRC.

14. that the Applicant shall have no objection at any time to the rights of DMRC to supply energy to any other consumer from the service line or apparatus installed on the Applicant's premises.

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

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

17. that the Applicant's industry/trade has not been declared to be obnoxious, hazardous/pollutant by any Government agency and that no court orders are being infringed by grant of applied electricity connection at the Applicant's premises.

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 Applicant, 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 Applicant, after adjusting the advance consumption deposit, to other service connection(s) that may stand in the Applicant's name.

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

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

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

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

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

Date:
Place:

Signed and delivered in the presence of:

Witness 1
Signature
Full Name
Complete Address
Phone No.

Witness 2
Signature
Full Name
Complete Address
Phone No.

(List of Documents to be submitted along with Declaration)

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

2. Proof of allotment of the space/area leased out by DMRC in the form of the following:

   - Allotment/possession letters, Lease deed
   - General Power of Attorney together with proof of ownership of the executor. (Applicable in case of company)
<table>
<thead>
<tr>
<th>Category</th>
<th>Fixed Charges</th>
<th>Energy Charges</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Domestic</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.1 Domestic</td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. Up to 2 kW connected load</td>
<td></td>
<td></td>
</tr>
<tr>
<td>0-200 units</td>
<td>40 Rs/month</td>
<td>390 Paise/kWh</td>
</tr>
<tr>
<td>201-400 units</td>
<td>40 Rs/month</td>
<td>580 Paise/kWh</td>
</tr>
<tr>
<td>401 – 800 units</td>
<td>40 Rs/month</td>
<td>680 Paise/kWh</td>
</tr>
<tr>
<td>Above 800 Units</td>
<td>40 Rs/month</td>
<td>700 Paise/kWh</td>
</tr>
<tr>
<td>b. Between 2-5 kW connected load</td>
<td></td>
<td></td>
</tr>
<tr>
<td>0-200 units</td>
<td>100 Rs/month</td>
<td>390 Paise/kWh</td>
</tr>
<tr>
<td>201-400 units</td>
<td>100 Rs/month</td>
<td>580 Paise/kWh</td>
</tr>
<tr>
<td>401-800 units</td>
<td>100 Rs/month</td>
<td>680 Paise/kWh</td>
</tr>
<tr>
<td>Above 800 Units</td>
<td>100 Rs/month</td>
<td>700 Paise/kWh</td>
</tr>
<tr>
<td>c. Above 5 kW connected load</td>
<td></td>
<td></td>
</tr>
<tr>
<td>0-200 units</td>
<td>20 Rs/kW/month</td>
<td>390 Paise/kWh</td>
</tr>
<tr>
<td>201-400 units</td>
<td>20 Rs/kW/month</td>
<td>580 Paise/kWh</td>
</tr>
<tr>
<td>401-800 units</td>
<td>20 Rs/kW/month</td>
<td>680 Paise/kWh</td>
</tr>
<tr>
<td>Above 800 Units</td>
<td>20 Rs/kW/month</td>
<td>700 Paise/kWh</td>
</tr>
<tr>
<td>1.2 Single delivery point on 11kV for CGHS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>First 55%</td>
<td>20 Rs/kW/month</td>
<td>580 Paise/kWh</td>
</tr>
<tr>
<td>Next 40%</td>
<td>20 Rs/kW/month</td>
<td>680 Paise/kWh</td>
</tr>
<tr>
<td>Balance 5%</td>
<td>20 Rs/kW/month</td>
<td>700 Paise/kWh</td>
</tr>
</tbody>
</table>

In case of cooperative group housing societies having independent connection for common facilities through separate meter, energy charges shall be billed at highest slab tariff for domestic category. Rebate of 10% is admissible on energy charges having supply at 11kV and rebate is not applicable for supply at LT.

2 Non-Domestic
2.1 Non-Domestic Low Tension (NDLT)
   Up to 10 kW                                 | 100 Rs/kW/month | 790 Paise/kWh |
   Between 10 kW(11kVA) -100 kW (108 kVA)     | 115 Rs/kVA/month| 760 Paise/kVAh|
   Greater than 100 kW / 10 kVA (400 volts)   | 150 Rs/kVA/month| 890 Paise/kVAh|
   (No Supply on LT for load > 215 kVA)       |               |                |
2.2 Non-Domestic High Tension (NDHT)*
   For supply at 11 kV and above (for load greater than 108 kVA) | 125 Rs/kVA/month | 750 Paise/kVAh |

*The Single Point Delivery Supplier shall charge the NDHT tariff to its LT consumers and in addition shall charge an extra 5% of the bill amount at NDHT tariff to cover losses and all expenses.

3 Industrial
3.1 Small Industrial Power (SIP) [less than 200kW/215 kVA]
   Up to 10 kW                                 | 80 Rs/kW/month  | 760 Paise/kWh  |
   Between 10 kW(11kVA)-100kW (108 kVA)       | 90 Rs/kVA/month | 700 Paise/kVAh |
   Greater than 100 kW/108 kVA (400 volts)    | 150 Rs/kVA/month| 850 Paise/kVAh |
   (No Supply on LT for load > 215 kVA)       |               |                |
| 3.2 | Industrial Power on 11 kV Single Point Delivery for Group of SIP Consumers | 90 Rs/kVA/month | 630 Paise/kVAh<sup>3</sup> |
| 3.3 | Large Industrial Power (LIP) (Supply at 11 kV and above) | 125 Rs/kVA/month | 660 Paise/kVAh<sup>3</sup> |
| 4   | Agriculture | 20 Rs/kW/month  | 275 Paise/kWh  |
| 5   | Mushroom Cultivation | 40 Rs/kW/month | 550 Paise/kWh |
| 6   | Public Lighting |  |  |
| 6.1 | METERED: |  |  |
| a   | Street Lighting<sup>4</sup> | 700 Paise/kWh |  |
| b   | Signals and Blinkers | 700 Paise/kWh |  |
| 6.2 | UNMETERED: |  |  |
| a   | Street Lighting<sup>4</sup> | 750 Paise/kWh |  |
| b   | Signals and Blinkers | 750 Paise/kWh |  |
| 7   | Delhi Jal Board |  |  |
| 7.1 | Supply at LT |  |  |
| a   | Up to 10 kW | 80 Rs/kW/month | 760 Paise/kWh |
| b   | Between 10kW(11kVA)-100kW(108kVA) | 90 Rs/kVA/month | 700 Paise/kVAh |
| c   | Greater than 100 kW/108kVA (400 volts) (No Supply on LT for load > 215 kVA) | 150 Rs/kVA/month | 840 Paise/kVAh |
| 7.2 | Supply at 11 kV and above | 125 Rs/kVA/month | 660 Paise/kVAh<sup>3</sup> |
| 8   | Delhi International Airport Limited | 150 Rs/kVA/month | 710 Paise/kVAh<sup>3</sup> |
| 9   | Railway Traction<sup>5</sup> | 150 Rs/kVA/month | 610 Paise/kVAh<sup>3</sup> |
| 10  | DMRC (Supply at 220 kV and 66 kV) | 125 Rs/kVA/month | 550 Paise/kVAh |
| 11  | Advertisements and Hoardings | 500 Rs/month/hoarding | 1000 Paise/kVAh |
| 12  | Temporary Supply |  |  |
| 12.1 | For a total period of |  |  |
| A   | Less than 16 days | 50% of the relevant category | Higher by 30% (temporary surcharge) of the relevant category of tariff |
| B   | More than or equal to 16 days | Same as that of relevant category | Higher by 30% (temporary surcharge) of the relevant category of tariff |
| 12.2 | For residential cooperative group housing connections and other residential connections | Same as that of relevant category | Domestic tariff without any temporary surcharge |
| 12.3 | For religious functions of traditional and established characters and cultural activities | Same as 1.1 | Same as 1.1 without temporary surcharge |
| 12.4 | For major construction projects | Same as that of relevant category | Same as that of relevant category with temporary surcharge |

Delhi Electricity Regulatory Commission

Page 254

July 2013
<table>
<thead>
<tr>
<th>Tariff Order for FY 2013-14</th>
</tr>
</thead>
<tbody>
<tr>
<td>12.5 For threshers</td>
</tr>
<tr>
<td>A  During the threshing season for 30 days</td>
</tr>
<tr>
<td>B  For extended period</td>
</tr>
</tbody>
</table>

Notes on Superscripts

1. For all categories other than Domestic, Fixed/demand charges are to be levied on billing demand on per kW/kVA basis. Where the MCI reading exceeds sanctioned load/contract demand a surcharge of 30% shall be levied on the fixed charges corresponding to excess load in kW/kVA for such billing cycle only. Wherever, sanctioned load/contract demand is in kW/HP, the kVA shall be calculated on basis of actual power factor of the consumer, for the relevant billing cycle.

2. Time of Day (TOD) Tariff\# -DOD tariff shall be applicable on all consumers (other than domestic) whose sanctioned load/MCI (whichever is higher) is 100kW/108kVA and above as shown below:

<table>
<thead>
<tr>
<th>Month</th>
<th>Peak hours</th>
<th>Surcharge on Energy Charges</th>
<th>Off-Peak hours</th>
<th>Rebate on Energy Charges</th>
</tr>
</thead>
<tbody>
<tr>
<td>April-September</td>
<td>1500-2400 Hrs</td>
<td>15%</td>
<td>0000-0600 Hrs</td>
<td>15%</td>
</tr>
<tr>
<td>October-March</td>
<td>1700-2300 Hrs</td>
<td>10%</td>
<td>0600-2300 Hrs</td>
<td>15%</td>
</tr>
</tbody>
</table>

\# For other than peak and off-peak hours normal energy charges will be applicable.

Note: The additional impact due to TOD tariff on the bill received by the management of commercial complexes may be recovered by the SPD manager by spreading this component of tariff on pro-rata basis on the users of the complex.

3. Tariff is for supply at 11 kV. Additional rebate of 2.5% on the energy charges on 11 kV rates for availing supply at 33/66 kV and 4% for supply at 220 kV shall be admissible.

4. Maintenance Charges on street lights would be additional to the specified tariff @ Rs. 84/light point/month and material cost at the rate Rs 19/light point/month as per the Commission’s Order dated 22 September 2009 till further amended by the Commission. These charges will be payable to the DISCOM only if maintenance services are provided by the DISCOM.

5. Tariffs for Northern Railways Traction are based on the supply being given through a single point delivery and metering point at single voltage. An additional capacity blockage charge is also applicable which is to be calculated as Rs 1260 x (2.97 A +5) where A is contract/maximum demand, whichever is higher, in MVA subject to a minimum of Rs 25000.

Note: (i) The above tariff rates shall be subject to an additional surcharge of 8% on the fixed and energy charges (excluding LPSC, Arrears, E-tax etc.) towards recovery of past accumulated deficit.

(ii) The 8% surcharge is not to be levied on PPAC and PPAC should not be levied on 8% surcharge.

(iii) The 8% surcharge should not be levied on the load violation surcharge as the penalty of 30% is already inherent in the load violation surcharge.

(iv) The distribution licensee should levy PPAC after considering rebate on energy charges available to the customer.
NOTE

Sub: Electricity tariff for PD licensees in Haryana area.
Ref: Press note on distribution and retail supply tariff order for FY 2013-14 for UHBVNL & DHVBNL (copy enclosed)

With reference to above subject tariff for PD licensees in Haryana area has been revised as on 01.04.2013, as per the tariff order issued under reference. The revised rate of tariff for PD customer is as under:

<table>
<thead>
<tr>
<th>Tariff for 2013-14</th>
<th>Non Domestic</th>
<th>Energy charges (Paisa / kWh or /kVAh)</th>
<th>Fixed charge (Rs. Per kW per month of the connected load / per kW=kVA of sanctioned contract demand (in case supply is on HT) or as indicated</th>
<th>MMC (Rs. Per kW per month of the connected load or part thereof)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Up to 5 kW (LT)</td>
<td>585 / kWh</td>
<td>Nil</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Above 5 kW and Up to 20 kW (LT)</td>
<td>610 / kWh</td>
<td>Nil</td>
<td>Rs. 200 upto 5 kW and Rs. 185 above 5 kW upto 20 kW</td>
<td></td>
</tr>
<tr>
<td>Above 20 kW upto 50 kW (LT)</td>
<td>600 / kWh</td>
<td>150/kW</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Existing consumers above 50 kW upto 70 kW (LT)</td>
<td>625 / kWh</td>
<td>160/kW</td>
<td>Nil</td>
<td></td>
</tr>
<tr>
<td>Consumers above 50 kW (HT)</td>
<td>585/kWh or 526/kVAh in case consumer opts for kVAh based billing</td>
<td>160/kW</td>
<td>Nil</td>
<td></td>
</tr>
</tbody>
</table>

There is no change in FSA, Municipal Tax & Electricity duty.

Submitted please.

(M.C Khosla)
MGR/Electrical

DMRC/O&M/TR/RSJ/T-4
Dated: 22.04.2013

DGM/E&M/RNC

[Signature]

22/04/13

Copy - MGR/Supply
Am (Encl)
Office File - Tariff
## Distribution & Retail Supply Tariff approved by the Commission for the FY 2013-14

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Tariff for 2012-13</th>
<th>Tariff for 2013-14</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Category of consumers</td>
<td>Energy Charges (Paisa / kWh or/ kVA)</td>
</tr>
<tr>
<td>1</td>
<td>Domestic Supply</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Upto 40 units per month</td>
<td>270/kWh</td>
</tr>
<tr>
<td></td>
<td>41 to 250 units per month</td>
<td>450/kWh</td>
</tr>
<tr>
<td></td>
<td>251 to 400 units per month</td>
<td>525/kWh</td>
</tr>
<tr>
<td></td>
<td>401 and above units per month</td>
<td>560/kWh</td>
</tr>
<tr>
<td></td>
<td>Category II: (Total consumption more than 100 units/month and upto 800 units/month)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>251 - 500 units per month</td>
<td>560/kWh</td>
</tr>
<tr>
<td></td>
<td>501 - 800 units per month</td>
<td>598/kWh</td>
</tr>
<tr>
<td></td>
<td>Category III: (Total consumption more than 800 units/month)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(For total consumption of 801 units and above, there shall be single tariff &amp; no slab benefit shall be admissible)</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Non Domestic</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Upto 5 kW (LT)</td>
<td>525/kWh</td>
</tr>
<tr>
<td></td>
<td>Above 5 kW and Up to 20 kW (LT)</td>
<td>550/kWh</td>
</tr>
<tr>
<td>Above 20 kW upto 50 kW (LT)</td>
<td>550/kWh</td>
<td>130/kW</td>
</tr>
<tr>
<td>-----------------------------</td>
<td>---------</td>
<td>--------</td>
</tr>
<tr>
<td>Existing consumers above 50 kW upto 70 kW (LT)</td>
<td>575/kWh</td>
<td>150/kW</td>
</tr>
<tr>
<td>Consumers above 50 kW (HT)</td>
<td>525/kWh</td>
<td>130/kW</td>
</tr>
</tbody>
</table>

3 | HT Industry (above 50 kW) | | HT Industry (above 50 kW) | | |
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Supply at 11 kV</td>
<td>470/kVAh</td>
<td>130/kVA</td>
<td>Nil</td>
<td>Supply at 11 kV</td>
<td>530/kVAh</td>
<td>150/kVA</td>
<td>Nil</td>
</tr>
<tr>
<td>Supply at 33 kV</td>
<td>460/kVAh</td>
<td>130/kVA</td>
<td>Nil</td>
<td>Supply at 33 kV</td>
<td>520/kVAh</td>
<td>150/kVA</td>
<td>Nil</td>
</tr>
<tr>
<td>Supply at 66 kV or 132 kV</td>
<td>450/kVAh</td>
<td>130/kVA</td>
<td>Nil</td>
<td>Supply at 66 kV or 132 kV</td>
<td>510/kVAh</td>
<td>150/kVA</td>
<td>Nil</td>
</tr>
<tr>
<td>Supply at 220 kV</td>
<td>440/kVAh</td>
<td>130/kVA</td>
<td>Nil</td>
<td>Supply at 220 kV</td>
<td>500/kVAh</td>
<td>150/kVA</td>
<td>Nil</td>
</tr>
<tr>
<td>Supply at 400 kV</td>
<td>435/kVAh</td>
<td>130/kVA</td>
<td>Nil</td>
<td>Supply at 400 kV</td>
<td>495/kVAh</td>
<td>150/kVA</td>
<td>Nil</td>
</tr>
<tr>
<td>Arc furnaces/ Steel Rolling Mills</td>
<td>470+18 Paisa per kVAh if supply is at 11 kV</td>
<td>130/kVA</td>
<td>Nil</td>
<td>Arc furnaces/ Steel Rolling Mills</td>
<td>530+20 Paisa per kVAh if supply is at 11 kV</td>
<td>150/kVA</td>
<td>Nil</td>
</tr>
</tbody>
</table>

4 | LT Industry - upto 50 kW | | LT Industry - upto 50 kW | | |
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Up to 20 kW</td>
<td>535/kWh</td>
<td>Nil</td>
<td>Rs. 150/kW</td>
<td>Upto 10 kW</td>
<td>585/kWh</td>
<td>Nil</td>
<td>Rs. 185/kWh</td>
</tr>
<tr>
<td>Above 20 kW upto 50 kW</td>
<td>510/kWh</td>
<td>150/kW</td>
<td>Nil</td>
<td>Above 20 kW and upto 50 kW</td>
<td>585/kWh</td>
<td>170/kW</td>
<td>Nil</td>
</tr>
<tr>
<td>Existing consumers above 50 kW upto 70 kW (LT)</td>
<td>498/kVAh</td>
<td></td>
<td></td>
<td>Existing consumers above 50 kW upto 70 kW (LT)</td>
<td>550/kVAh</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

5 | Agriculture Tube-well Supply | | Agriculture Tube-well Supply | | |
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Metered: (i) with motor upto 15 BHP</td>
<td>25/kWh</td>
<td>Nil</td>
<td>Rs. 200 / BHP per year</td>
<td>Metered: (i) with motor upto 15 BHP</td>
<td>25/kWh</td>
<td>Nil</td>
<td>Rs. 200 / BHP per year</td>
</tr>
<tr>
<td>(ii) with motor above 15 BHP</td>
<td>20/kWh</td>
<td>Nil</td>
<td></td>
<td>(ii) with motor above 15 BHP</td>
<td>20/kWh</td>
<td>Nil</td>
<td></td>
</tr>
<tr>
<td>Un-metered (Rs. / Per BHP / Month): (i) with motor upto 15 BHP</td>
<td>Nil</td>
<td>35</td>
<td>Nil</td>
<td>Un-metered (Rs. / Per BHP / Month): (i) with motor upto 15 BHP</td>
<td>Nil</td>
<td>35</td>
<td>Nil</td>
</tr>
<tr>
<td>(ii) with motor above 15 BHP</td>
<td>Nil</td>
<td>30</td>
<td>Nil</td>
<td>(ii) with motor above 15 BHP</td>
<td>Nil</td>
<td>30</td>
<td>Nil</td>
</tr>
<tr>
<td>-----------------------------</td>
<td>-----</td>
<td>----</td>
<td>-----</td>
<td>----------------------------</td>
<td>-----</td>
<td>----</td>
<td>-----</td>
</tr>
<tr>
<td>6 Public Water Works</td>
<td>510/kWh</td>
<td>150/kW</td>
<td>Nil</td>
<td>Public Water Works</td>
<td>600/kWh</td>
<td>170/kW</td>
<td>Nil</td>
</tr>
<tr>
<td>7 Lift Irrigation</td>
<td>510/kWh</td>
<td>150/BHP</td>
<td>Nil</td>
<td>Lift Irrigation</td>
<td>600/kWh</td>
<td>170/BHP</td>
<td>Nil</td>
</tr>
<tr>
<td>8 MITC</td>
<td>510/kWh</td>
<td>150/BHP</td>
<td>Nil</td>
<td>MITC</td>
<td>600/kWh</td>
<td>170/BHP</td>
<td>Nil</td>
</tr>
<tr>
<td>9 Railway Traction</td>
<td></td>
<td></td>
<td></td>
<td>Railway Traction</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Supply at 11 kV</td>
<td>530/kWh</td>
<td>125/kVA</td>
<td>Nil</td>
<td>Supply at 11 kV</td>
<td>525/kVAh</td>
<td>140/kVA</td>
<td>Nil</td>
</tr>
<tr>
<td>Supply at 33 kV</td>
<td>520/kWh</td>
<td>125/kVA</td>
<td>Nil</td>
<td>Supply at 33 kV</td>
<td>520/kVAh</td>
<td>140/kVA</td>
<td>Nil</td>
</tr>
<tr>
<td>Supply at 66 or 132 kV</td>
<td>510/kWh</td>
<td>125/kVA</td>
<td>Nil</td>
<td>Supply at 66 or 132 kV</td>
<td>510/kVAh</td>
<td>140/kVA</td>
<td>Nil</td>
</tr>
<tr>
<td>Supply at 220 kV</td>
<td>500/kWh</td>
<td>125/kVA</td>
<td>Nil</td>
<td>Supply at 220 kV</td>
<td>505/kVAh</td>
<td>140/kVA</td>
<td>Nil</td>
</tr>
<tr>
<td>10 DMRC</td>
<td></td>
<td></td>
<td></td>
<td>DMRC</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Supply at 66 kV</td>
<td>450/kWh</td>
<td>125/kVA</td>
<td>Nil</td>
<td>Supply at 66 kV</td>
<td>480/kVAh</td>
<td>140/kVA</td>
<td>Nil</td>
</tr>
<tr>
<td>Supply at 132 kV</td>
<td>450/kWh</td>
<td>125/kVA</td>
<td>Nil</td>
<td>Supply at 132 kV</td>
<td>480/kVAh</td>
<td>140/kVA</td>
<td>Nil</td>
</tr>
<tr>
<td>11 Bulk Supply</td>
<td></td>
<td></td>
<td></td>
<td>Bulk Supply</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Supply at LT</td>
<td>525/kWh</td>
<td>130/kW</td>
<td>Nil</td>
<td>Supply at LT</td>
<td>540/kVAh</td>
<td>150/kW</td>
<td>Nil</td>
</tr>
<tr>
<td>Supply at 11 kV</td>
<td>515/kWh</td>
<td>130/kW</td>
<td>Nil</td>
<td>Supply at 11 kV</td>
<td>525/kVAh</td>
<td>150/kW</td>
<td>Nil</td>
</tr>
<tr>
<td>Supply at 33 kV</td>
<td>505/kWh</td>
<td>130/kW</td>
<td>Nil</td>
<td>Supply at 33 kV</td>
<td>515/kVAh</td>
<td>150/kW</td>
<td>Nil</td>
</tr>
<tr>
<td>Supply at 66 or 132 kV</td>
<td>500/kWh</td>
<td>130/kW</td>
<td>Nil</td>
<td>Supply at 66 or 132 kV</td>
<td>505/kVAh</td>
<td>150/kW</td>
<td>Nil</td>
</tr>
<tr>
<td>Supply at 220 kV</td>
<td>495/kWh</td>
<td>130/kW</td>
<td>Nil</td>
<td>Supply at 220 kV</td>
<td>500/kVAh</td>
<td>150/kW</td>
<td>Nil</td>
</tr>
<tr>
<td>12 Bulk Supply (Domestic) (70 kW and above at 11 kV or above voltage)</td>
<td></td>
<td></td>
<td></td>
<td>Bulk Supply (Domestic) (70 kW and above at 11 kV or above voltage)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bulk Supply Domestic</td>
<td>390/kWh</td>
<td>Rs. 50/kW of recorded demand</td>
<td>Nil</td>
<td>For total consumption in a month not exceeding 400 units/flat/dwelling unit (DU).</td>
<td>420/kWh</td>
<td>Rs. 80/kW of recorded demand</td>
<td>Nil</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>For total consumption in a month between 401 - 800 units/flat/DU.</td>
<td>460/kWh</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>For total consumption in a month of 801 units or more per flat per DU.</td>
<td>510/kWh</td>
<td></td>
<td></td>
</tr>
<tr>
<td>13 Street Lighting</td>
<td>495/kWh</td>
<td>Nil</td>
<td>Rs. 150/kW</td>
<td>Street Lighting</td>
<td>600/kWh</td>
<td>Nil</td>
<td>Rs. 180/kW</td>
</tr>
<tr>
<td>14 Independent Hoarding / Decorative Lightning</td>
<td>695/kWh</td>
<td>150/kW</td>
<td>Nil</td>
<td>Independent Hoarding / Decorative Lightning</td>
<td>750/kWh</td>
<td>150/kW</td>
<td>Nil</td>
</tr>
</tbody>
</table>
1. Energy charges in case of Domestic consumers are telescopic in nature within the category in which they fall. In case of consumption more than 800 units/month, no slab benefit is admissible and tariff applicable will be 598 paisa/kWh for total consumption.

2. Energy charges for HT Industrial, existing LT Industrial consumers having load above 50 kW to 70 kW, Railway Traction and DMRC are in Paisa/kVAr.

3. Fixed charges for HT Industrial supply category are in Rs./kVA of Contract Demand. For Railways and DMRC, the fixed charges are in Rs./kVA of the billable demand. For all other consumer categories (except Bulk Supply Domestic), the fixed charges are in Rs./kW of the sanctioned load or part thereof per month.

4. 80% of the connected load shall be taken into account for levying fixed charges where leviable in case of LT industrial Supply.

5. Fixed charges for unmetered AP consumers, MITC and lift irrigation category are in Rs./per BHP/ Month.

6. Fixed charges for Bulk Supply Domestic are in Rs./kW of the recorded demand.

7. Under Bulk Supply (Domestic) category, no benefit of lower slab shall be admissible in the higher consumption slabs. Total consumption shall be charged at a single tariff depending upon the average consumption/flat/residential unit for that month.

8. In case of single point supply as per HERC (Single Point Supply to Employers’ Colonies, Group Housing Societies and Residential or Commercial Complexes of Developers) Regulations, 2013, Bulk Supply (Domestic Supply) tariff shall be applicable. A rebate of 4% in case of supply at 11 kV and 5% in case of supply at higher voltage in the energy consumption as recorded at Single Point Supply meter shall be admissible. NDS load, if any, beyond the prescribed limit as per schedule of tariff, the NDS tariff shall be applicable on monthly consumption corresponding to the NDS load as detailed in the said Regulation.

9. In addition to the tariff as above, the Discoms shall levy FSA as per HERC (Terms and Conditions for Determination of Tariff for Generation, Transmission, Wheeling and Distribution & Retail Supply under Multi Year Tariff Framework) Regulations, 2012

10. The above tariff does not include Electricity Duty, Municipal Tax and FSA.

11. The Bulk Supply (Domestic) Tariff shall apply to the consumer categories covered by the Single Point Supply Regulations notified by the Commission.

12. In case of Health and Educational Institutions having a total load exceeding 20 kW, these shall be treated as non -domestic category where the entire load is NDS. However, if there is mixed load or there is some other category’s load (other than Industrial) in the total load and if such other load exceeds 10% of the total load then Bulk Supply tariff shall be applicable.

13. The Electricity Duty, Municipal Tax and FSA shall be charged at kWh.

14. The Schedule of tariff for supply of electricity by the Discoms shall get modified accordingly. The revised schedule shall be issued separately.
NOTE

Subject: Revised tariff schedule for P.D Customers in DMRC premises as per LMV-2 category & also load >75kW in UP State.
Ref: i. Note no. DMRC/O&M/Tr/RSI/T-4, dated 08.11.2012

With reference to above subject UPERC has revised tariff schedule for LMV-2 category vide their tariff order dated 31 May 2013 with effect from 10th June 2013. (copy enclosed)

The revised rate schedule for LMV-2 category is as under:

<table>
<thead>
<tr>
<th>Consumption Range</th>
<th>Fixed Charge</th>
<th>Energy Charge</th>
</tr>
</thead>
<tbody>
<tr>
<td>Up to 300 kWh / month</td>
<td>Rs. 200.00 / kwh / month</td>
<td>Rs. 6.00 / kwh</td>
</tr>
<tr>
<td>Above 300 kWh / month (from 301st unit onwards)</td>
<td></td>
<td>Rs. 6.50 kwh</td>
</tr>
</tbody>
</table>

The revised rate schedule for LMV-9 category for TEMPORARY SUPPLY is as under:

B. Metered:

<table>
<thead>
<tr>
<th>Description</th>
<th>Minimum Charge</th>
<th>Energy Charge</th>
</tr>
</thead>
<tbody>
<tr>
<td>Individual Residential construction</td>
<td>Rs. 115.00 / kwh / month</td>
<td>Rs. 6.00 / kwh</td>
</tr>
<tr>
<td>Others</td>
<td></td>
<td>Rs. 6.50 kwh</td>
</tr>
</tbody>
</table>

"In addition to above, Regulatory Surcharge @ 3.71% over and above these Rates shall also be billed to all consumers in the supply area of DWVN, MVNL, OPVVNL and PUVVNL (except KesCO Supply supply area)"

All other instruction issued vide letter under reference (ii) will be followed

Enclosure – As above

(M.C. KHOSLA)
MGR/Traction

DGM/E&M/RC

Copy to:
1. ED/RS/O&M : for kind information
2. CE/PD, CE/PP
3. JGM/Tr, DGM/E&M/UG, DGM/E&M/L-5
4. Manager C-1/21
## APPROVED ELECTRICITY TARIFF: FY 2013-14

### CONSUMER CATEGORY: DOMESTIC LIGHT, FAN & POWER:

<table>
<thead>
<tr>
<th>LMV-1</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>(a)</strong> Consumers getting supply as per Rural Schedule*(Other than Tehsil Head Quarters, Nagar Palikas and Nagar Panchayat Areas)*</td>
<td></td>
<td></td>
</tr>
<tr>
<td><em>(i)</em> Un-Metered:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fixed Charge:</td>
<td>₹ 180.00</td>
<td>per connection/month</td>
</tr>
<tr>
<td>Energy Charge:</td>
<td>Nil</td>
<td></td>
</tr>
<tr>
<td><em>(ii)</em> Metered:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fixed Charge:</td>
<td>₹ 50.00</td>
<td>per kW/month</td>
</tr>
<tr>
<td>Energy Charge:</td>
<td>₹ 2.20</td>
<td>per kWh</td>
</tr>
<tr>
<td><em>(b)</em> Supply at single point for bulk loads:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fixed Charge:</td>
<td>₹ 70.00</td>
<td>per kW/month</td>
</tr>
<tr>
<td>Energy Charge:</td>
<td>₹ 4.50</td>
<td>per kWh</td>
</tr>
<tr>
<td><strong>(c)</strong> Other Metered Domestic Consumers:</td>
<td></td>
<td></td>
</tr>
<tr>
<td><em>(1)</em> Life Line Consumers: For consumers with contracted load of 1.00 kW and Energy consumption upto 150 kWh/month</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fixed Charge</td>
<td>₹ 50.00</td>
<td>per kW/month</td>
</tr>
<tr>
<td>Energy Charge</td>
<td>₹ 2.50</td>
<td>per kWh</td>
</tr>
<tr>
<td><em>(2)</em> Others:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fixed Charge</td>
<td>₹ 75.00</td>
<td>per kW/month</td>
</tr>
<tr>
<td>Energy Charge</td>
<td>₹ 4.50</td>
<td>per kWh</td>
</tr>
<tr>
<td>Up to 200 kWh/Month</td>
<td>₹ 4.50</td>
<td>per kWh</td>
</tr>
<tr>
<td>Above 200 kWh/Month (from 501st unit onwards)</td>
<td>₹ 5.00</td>
<td>per kWh</td>
</tr>
</tbody>
</table>

### CONSUMER CATEGORY: NON-DOMESTIC LIGHT, FAN & POWER:

<table>
<thead>
<tr>
<th>LMV-2</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>(a)</strong> Consumers getting supply as per Rural Schedule*(Other than Tehsil Head Quarters, Nagar Palikas and Nagar Panchayat Areas)*</td>
<td></td>
<td></td>
</tr>
<tr>
<td><em>(i)</em> Un-Metered</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fixed Charge:</td>
<td>₹ 300.00</td>
<td>per connection/month</td>
</tr>
<tr>
<td><em>(ii)</em> Metered:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fixed Charge:</td>
<td>₹ 65.00</td>
<td>per kW/month</td>
</tr>
<tr>
<td>Energy Charge:</td>
<td>₹ 2.50</td>
<td>per kWh</td>
</tr>
<tr>
<td><em>(iii)</em> Private Advertising/Sign Post/Sign Board/Glow Signs/Flex</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Metered</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fixed Charge:</td>
<td>₹ 14.00</td>
<td>per kWh</td>
</tr>
<tr>
<td>Minimum Charge</td>
<td>₹ 120.00</td>
<td>per kW/month</td>
</tr>
<tr>
<td><strong>(c)</strong> Other Metered Consumers: (For All Units Consumed)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fixed Charge</td>
<td>₹ 200.00</td>
<td>per kW/month</td>
</tr>
<tr>
<td>Energy Charge</td>
<td>₹ 6.00</td>
<td>per kWh</td>
</tr>
<tr>
<td>Up to 300 kWh/Month (from 301st unit onwards)</td>
<td>₹ 5.50</td>
<td>per kWh</td>
</tr>
</tbody>
</table>

### PUBLIC LAMPS:

<table>
<thead>
<tr>
<th>LMV-3</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>(a)</strong> Un-Metered Supply: (Billed on total Connected Load of individual points)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Gram Panchayat</td>
<td>₹ 1,700.00</td>
<td>per kW or part thereof/month</td>
</tr>
<tr>
<td>Nagar Palikas and Nagar Panchayat</td>
<td>₹ 2,000.00</td>
<td>per kW or part thereof/month</td>
</tr>
<tr>
<td>Nagar Nigam</td>
<td>₹ 2,500.00</td>
<td>per kW or part thereof/month</td>
</tr>
<tr>
<td><strong>(b)</strong> Metered Supply (All Loads)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fixed Charge</td>
<td>₹ 120.00</td>
<td>per kW/month</td>
</tr>
<tr>
<td>Gram Panchayat</td>
<td>₹ 150.00</td>
<td>per kW/month</td>
</tr>
<tr>
<td>Nagar Palikas and Nagar Panchayat</td>
<td>₹ 160.00</td>
<td>per kW/month</td>
</tr>
<tr>
<td>Nagar Nigam</td>
<td>₹ 5.50</td>
<td>per kWh</td>
</tr>
<tr>
<td>Energy Charge</td>
<td>₹ 5.60</td>
<td>per kWh</td>
</tr>
<tr>
<td>Gram Panchayat</td>
<td>₹ 5.75</td>
<td>per kWh</td>
</tr>
<tr>
<td>Nagar Palikas and Nagar Panchayat</td>
<td>₹ 5.75</td>
<td>per kWh</td>
</tr>
<tr>
<td>Nagar Nigam</td>
<td>₹ 5.75</td>
<td>per kWh</td>
</tr>
</tbody>
</table>

### TIME OF DAY:

<table>
<thead>
<tr>
<th>Time Period</th>
<th>Rate (Rs/kWh)</th>
</tr>
</thead>
<tbody>
<tr>
<td>0500 hrs-0600 hrs</td>
<td>0%</td>
</tr>
<tr>
<td>0600 hrs-1800 hrs</td>
<td>(+) 20%</td>
</tr>
</tbody>
</table>

### LIGHT, FAN & POWER FOR PUBLIC & PRIVATE INSTITUTION:

<table>
<thead>
<tr>
<th>LMV-4</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>(A)</strong> For Public Institutions:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fixed Charge</td>
<td>₹ 200.00</td>
<td>per kW/month</td>
</tr>
<tr>
<td>Energy Charge</td>
<td>₹ 6.50</td>
<td>per kWh</td>
</tr>
<tr>
<td><strong>(B)</strong> For Private Institutions:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fixed Charge</td>
<td>₹ 200.00</td>
<td>per kW/month</td>
</tr>
<tr>
<td>Energy Charge</td>
<td>₹ 6.75</td>
<td>per kWh</td>
</tr>
<tr>
<td>LMV-5</td>
<td>SMALL POWER FOR PRIVATE TUBE WELL/ PUMPING SETS FOR IRRIGATION PURPOSES:</td>
<td></td>
</tr>
<tr>
<td>-------</td>
<td>--------------------------------------------------------------------------------</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(A) Consumers getting supply as per &quot;Rural Schedule&quot;</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(i) Un-Metered Supply</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Fixed Charge</td>
<td>$100.00 per BHP/month</td>
</tr>
<tr>
<td></td>
<td>Energy Charge</td>
<td>N/A</td>
</tr>
<tr>
<td></td>
<td>Maximum Lighting Load</td>
<td>120.00 Watts</td>
</tr>
<tr>
<td></td>
<td>(ii) Metered Supply</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Fixed Charge</td>
<td>$30.00 per BHP/month</td>
</tr>
<tr>
<td></td>
<td>Energy Charge</td>
<td>$1.00 per kWh</td>
</tr>
<tr>
<td></td>
<td>Minimum Charge</td>
<td>$75.00 per BHP/month</td>
</tr>
</tbody>
</table>

| (B) Consumers getting supply as per "Urban Schedule(Metered Supply)" | |
| Fixed Charge | $55.00 per BHP/month |
| Energy Charge | $4.00 per kWh |
| Minimum Charge | $140.00 per BHP/month |

<table>
<thead>
<tr>
<th>LMV-6</th>
<th>SMALL AND MEDIUM POWER:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>(A) Consumers getting supply other than &quot;Rural Schedule&quot;</td>
</tr>
<tr>
<td></td>
<td>Fixed Charge</td>
</tr>
<tr>
<td></td>
<td>Energy Charge</td>
</tr>
<tr>
<td></td>
<td>Minimum Charge</td>
</tr>
<tr>
<td></td>
<td>TIME OF DAY</td>
</tr>
<tr>
<td></td>
<td>22:00hrs-06:00 hrs</td>
</tr>
<tr>
<td></td>
<td>06:00hrs-17:00 hrs</td>
</tr>
<tr>
<td></td>
<td>17:00 hrs-22:00 hrs</td>
</tr>
</tbody>
</table>

| (B) Consumers getting supply as per "Rural Schedule" | The Consumers under this category shall be entitled to a rebate of 15% on Demand & Energy charges as given for under Urban Schedule without TOD rates. |

<table>
<thead>
<tr>
<th>LMV-7</th>
<th>PUBLIC WATER WORKS</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>(A) Consumers getting supply other than &quot;Rural Schedule&quot;</td>
</tr>
<tr>
<td></td>
<td>Fixed Charge</td>
</tr>
<tr>
<td></td>
<td>Energy Charge</td>
</tr>
</tbody>
</table>

| (B) Consumers getting supply as per "Rural Schedule" | The Consumers under this category shall be entitled to a rebate of 15% on Demand & Energy charges as given for under other than Rural Schedule. |

<table>
<thead>
<tr>
<th>LMV-8</th>
<th>STW, PANCHAYTI RAJ TUBE WELL &amp; PUMPED CANALS:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>(i) Metered</td>
</tr>
<tr>
<td></td>
<td>Fixed Charge</td>
</tr>
<tr>
<td></td>
<td>Energy Charge</td>
</tr>
<tr>
<td></td>
<td>(ii) Un-Metered</td>
</tr>
<tr>
<td></td>
<td>Fixed Charge</td>
</tr>
<tr>
<td></td>
<td>Energy Charge</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>LMV-9</th>
<th>DEPT. EML. AND PENSIONERS:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>(A) Un-Metered</td>
</tr>
<tr>
<td></td>
<td>Fixed Charges for Illumination/Public Address/ceremonies for loads upto 20 kW/connection plus Rs.100/kW/day for each additional kW</td>
</tr>
<tr>
<td></td>
<td>Fixed charges for temp. shops set up during festivals/meals or otherwise and having load up to 2 kW</td>
</tr>
</tbody>
</table>

| (B) Metered | |
| Energy Charge | |
| (i) Individual Residential Construction | $6.00 per kWh |
| (ii) Others | $5.00 per kWh |
| Minimum Charge | $115.00 per kW/week |

<table>
<thead>
<tr>
<th>LMV-10</th>
<th>DEPT. EML. AND PENSIONERS:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>(A) Un-Metered</td>
</tr>
<tr>
<td></td>
<td>Category</td>
</tr>
<tr>
<td></td>
<td>Class IV employees/Operating staff</td>
</tr>
<tr>
<td></td>
<td>Class III employees</td>
</tr>
<tr>
<td></td>
<td>J &amp; equivalent posts</td>
</tr>
<tr>
<td></td>
<td>A &amp; equivalent posts</td>
</tr>
<tr>
<td></td>
<td>E &amp; equivalent posts</td>
</tr>
<tr>
<td></td>
<td>S &amp; D/GM &amp; equivalent posts</td>
</tr>
<tr>
<td></td>
<td>C &amp; C (I &amp; II)/General Managers and above</td>
</tr>
</tbody>
</table>

| Additional Charge for A.C. - 12/4/5 per A.C. (April to Sept.) | $500.00 |

Electricity duty on the above shall be levied in addition at the rates as may be notified by the State Government from time to time.

| (B) Metered | |
| Metered consumers under this category shall be given 50% rebate on rate of charge applicable to "other metered consumers" under LMV-1 category. |
### HV-1

**NON-INDUSTRIAL BULK LOAD**

<table>
<thead>
<tr>
<th>(A) Commercial Loads/Private Institutions/Non-Dom. Bulk Power consumers with contracted Load 75 kW &amp; above and getting supply at single point on 11 kV &amp; above voltage levels:</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>(a) Demand Charges</strong></td>
</tr>
<tr>
<td>For Supply at 11 kV</td>
</tr>
<tr>
<td>For Supply at 33 kV &amp; above</td>
</tr>
<tr>
<td><strong>(b) Energy Charge</strong></td>
</tr>
<tr>
<td>For Supply at 11 kV</td>
</tr>
<tr>
<td>For Supply at 33 kV &amp; above</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>(B) Public Institutions with contracted load of 75 kW &amp; above and getting supply at Single point on 11 kV &amp; above voltage levels:</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>(a) Demand Charges</strong></td>
</tr>
<tr>
<td>For Supply at 11 kV</td>
</tr>
<tr>
<td>For Supply at 33 kV &amp; above</td>
</tr>
<tr>
<td><strong>(b) Energy Charge</strong></td>
</tr>
<tr>
<td>For Supply at 11 kV</td>
</tr>
<tr>
<td>For Supply at 33 kV &amp; above</td>
</tr>
</tbody>
</table>

### HV-2

**LARGE AND HEAVY POWER:**

<table>
<thead>
<tr>
<th>(A) Urban Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>Consumers below 11 kV Supply:</td>
</tr>
<tr>
<td>Demand Charges (Rs/kVA/Month)</td>
</tr>
<tr>
<td>Energy Charge (Rs/kVAh)</td>
</tr>
<tr>
<td><strong>(B) Rural Schedule:</strong></td>
</tr>
<tr>
<td>This Schedule shall be applicable only to consumers getting supply upto 11 kV as per “Rural Schedule”. The consumers under this category shall be entitled to a rebate of 15% on Demand and Energy charges as given for 11 kV consumers under urban schedule without TOD Rates.</td>
</tr>
<tr>
<td><strong>BASE RATE : For Hour Linked Tariff</strong></td>
</tr>
<tr>
<td>For supply above 11 kV and up to &amp; including 66 kV —</td>
</tr>
<tr>
<td>Demand Charges (Rs/kVA/Month)</td>
</tr>
<tr>
<td>Energy Charge (Rs/kVAh)</td>
</tr>
<tr>
<td><strong>TIME OF DAY</strong></td>
</tr>
<tr>
<td>22:00 hrs-06:00 hrs</td>
</tr>
<tr>
<td>06:00 hrs-17:00 hrs</td>
</tr>
<tr>
<td>17:00 hrs-22:00 hrs</td>
</tr>
</tbody>
</table>

### HV-3

**RAILWAY TRACTION:**

<table>
<thead>
<tr>
<th>(A) RAILWAY TRACTION:</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>(a) Demand Charge</strong></td>
</tr>
<tr>
<td>For supply at &amp; above 132 kV</td>
</tr>
<tr>
<td>Below 132 kV</td>
</tr>
<tr>
<td><strong>(b) Energy Charge</strong></td>
</tr>
<tr>
<td>For supply at &amp; above 132 kV</td>
</tr>
<tr>
<td>Below 132 kV</td>
</tr>
<tr>
<td><strong>Minimum Charge</strong></td>
</tr>
<tr>
<td>₹ 650.00 per kVA/month</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>(B) DELHI METRO RAIL</th>
</tr>
</thead>
<tbody>
<tr>
<td>For supply at 132 kV or below</td>
</tr>
<tr>
<td>Demand Charge</td>
</tr>
<tr>
<td>Energy Charge</td>
</tr>
<tr>
<td>Minimum Charge</td>
</tr>
</tbody>
</table>

### HV-4

**LIFT IRRIGATION WORKS**

<table>
<thead>
<tr>
<th>(a) Demand Charge</th>
</tr>
</thead>
<tbody>
<tr>
<td>For Supply at 11 kV</td>
</tr>
<tr>
<td>For Supply at 33 kV &amp; 66 kV</td>
</tr>
<tr>
<td>For Supply at 132 kV</td>
</tr>
<tr>
<td><strong>(b) Energy Charge</strong></td>
</tr>
<tr>
<td>For Supply at 11 kV</td>
</tr>
<tr>
<td>For Supply at 33 kV &amp; 66 kV</td>
</tr>
<tr>
<td>For Supply at 132 kV</td>
</tr>
<tr>
<td><strong>(c) Minimum Charge</strong></td>
</tr>
<tr>
<td>₹ 650.00 per kVA/month</td>
</tr>
</tbody>
</table>

In addition to above, Regulatory Surcharge @ 3.71 % over and above these Rates shall also be billed to all consumers in the supply area of DUVNL, MVNL, PVNVL, and PrVNL (except KesCo Supply area).

The Above Rate and Charges as approved by U.P. Electricity Regulatory Commission shall become applicable after 7 days from this publication in all four Discos and KesCo. The Approved tariff order & Rate schedule are also available at the website of all Discos (www.mvnl.in, www.dvm.org, www.pvnvl.up.nic.in, www.pvnvl.org & www.kesco.co.in), U.P. Power Corporation Ltd & U.P. Electricity Regulatory Commission at www.uppcl.org & www.upecr.org respectively.

Chairman

(UPPCL, MVNL, DUVNL, PVNVL, PrVNL, KesCo)