Request for Proposal (RFP):05-18-A-0006

Open Bids (e-tender) are invited for Licensing of Space at New Delhi, & Shivaji Stadium metro stations (on Airport Express Line) and D-21 Corporate Park of DMRC for Placement and Operation of Telecommunication Equipment for Providing Leased Line Internet Services (except Wi-Fi)

- Aug 2018

Delhi Metro Rail Corporation Ltd.
Metro Bhawan, Fire Brigade Lane,
Barakhamba Road, New Delhi-11 00 01
India

Cost of RFP Document- Rs.5,900/- (Rs. 5000/- + 900/-) (GST @ 18 %) (Non-Refundable)
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1. **Definitions**

1.1. “Agreement” means the License Agreement to be executed between DMRC and the Selected Bidder.

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

1.3. "Bid" means the documents in their entirety comprised in the Bid, including all clarifications, addenda and revisions issued by DMRC to the Bidders, the Bid submitted by the successful Bidder (Licensee) in response to the Tender Notice in accordance with the provisions thereof. The words "Bid" and “Tender” are used synonymously.

1.4. “Bidder” means any eligible party, who may be a sole proprietorship firm, a partnership firm or a company incorporated under companies Act 1956/2013 and having registered office in India, or a combination of above in the form of Joint Venture (JV) or Consortium, who is submitting its Bid pursuant to and as per terms and condition of Bid/RFP Document.

1.5. “Bid Security” means the refundable amount to be submitted by the Bidder along with its bid as per RFP documents to DMRC.

1.6. “Commencement Date” means the date of commencement of License Agreement as defined in RFP document.

1.7. “License” means the grant of License by DMRC to the Licensee to utilize the Licensed Premises under terms and conditions of this Bid/RFP Document.

1.8. “Licensee” means the Selected Bidder, who will execute the License Agreement with DMRC pursuant to the conclusion of the bidding process.

1.9. “License Fee” means the amount payable by the Licensee to DMRC for Licensed Spaces or Premises as per terms and conditions of the License Agreement along with other payable charges and any kind of Central or State Taxes like GST, local levies, statutory dues, etc. as per prevalent law.

1.10. “License Period” means a period of 6 years (with lock in period of 2 years) from the date of commencement of license period as specified in RFP Document.

1.11. “DMRC” means Delhi Metro Rail Corporation Limited.

1.12. “Interest Free Security Deposit / Performance Security” means interest free amount to be deposited by the Licensee with DMRC as per terms and conditions of License Agreement as security against performance of License Agreement.

1.13. “Licensed Premises” or “Licensed Space” means the bare space, on “as is where is basis”, solely for the purpose of grant of License as per terms and conditions of this RFP Document.

1.14. “Selected Bidder” means the successful Bidder who has been selected by DMRC, pursuant to the bidding process for award of License.
2. **Notice Inviting Bid (E-Tender)**

2.1 Delhi, National Capital Region (NCR) which comprises of the Indian Capital New Delhi, along with its satellite towns is the most populous urban agglomeration in India. The Delhi Metro has been instrumental in ushering in a new era in the sphere of mass urban transportation in India. The swanky and modern Metro system introduced comfortable, air conditioned and eco-friendly services for the first time in India and completely revolutionized the mass transportation scenario not only in the National Capital Region but the entire country. Having constructed a massive network of 296 Km with 214 stations in record time, the DMRC today stands out as a shining example of how a mammoth technically complex infrastructure project can be completed before time and within budgeted cost by a Government agency. The Airport Express line between the Indira Gandhi International Airport and New Delhi has now propelled Delhi to the league of global cities which have high speed rail connectivity between the city and the airport.

2.2 DMRC invites Bids (through e-tendering process) through this RFP document from eligible / interested Bidder(s), who may be a sole proprietorship firm, a partnership firm or a company having registered office in India and incorporated under Companies Act 1956 or 2013, or a combination of above in the form of Joint Venture (JV) or Consortium, for selection of Licensee for Licensing of space at New Delhi & Shivaji Stadium metro stations and D-21 Corporate Park of Airport Metro Express Line of DMRC for placement and operation of telecommunication equipment for providing leased line internet services (except Wi-fi) at New Delhi & Shivaji Stadium metro station and D-21 Corporate Park of DMRC Airport Express line of DMRC.

2.3 DMRC shall receive online Bids (e-tender) pursuant to this Bid/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 online Bids in accordance with such terms on or before the date specified in this document. Bidders are advised to visit the DMRC premises at the stations / site and familiarise themselves with the proposed arrangements and all activities necessary in this regard.

2.4 Salient features of Bidding Process:

   a). DMRC has adopted single stage two-packet Bidding Process for selection of a suitable highest Bidder for granting License.

   b). For participation in e-tendering process, the Bidder(s) has to be registered on DMRC’s e-tendering portal https://eprocure.gov.in/eprocure/app. On registration they will be provided with a User ID and a password enabling them to submit their Bids online using Digital System Certificate (DSC) and can witness various activities of the process. The authorized signatory of intending Bidder, as per Power of Attorney (POA), must have valid Class-II or Class-III digital signature. The Bid/RFP Document can only be downloaded or uploaded using Class-II or Class-III digital signature of the authorized signatory. If needed prospective Bidder can be imparted training on “online tendering process”.

   c). Schedule of Bidding Process:

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<table>
<thead>
<tr>
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</thead>
<tbody>
<tr>
<td>1.</td>
<td>Cost of RFP Document (Non-Refundable)</td>
</tr>
<tr>
<td>2.</td>
<td>Bid Security/ EMD</td>
</tr>
<tr>
<td>3.</td>
<td>Sale of RFP Document</td>
</tr>
</tbody>
</table>

Signature of Bidder…………………………
RFP for Licensing of Space on New Delhi, Shivaji Stadium and D21 Corporate Park of DMRC for Placement and Operation of Telecom Equipment for Providing leased Line Internet Service,

4. Pre Bid Conference  
   20.08.2018 at 1500Hrs.

5. Last Date of receiving written queries by DMRC  
   23.08.2018 up to 15:00 Hrs. at Metro Bhawan

6. DMRC’s response to queries by  
   28.08.2018

7. Last Date & Time of Submission (e-tender) of Bid online  
   13.09.2018 up to 15:00 Hrs

8. Date & Time of Opening of Technical Bids online  
   14.09.2018 @ 15:00 Hrs

9. Validity of Bid  
   Up to 180 days from the last date of submission of Bid.

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d). The mode for payment of tender cost/Bid security is to be done by RTGS,NEFT & IMPS. No other mode of payments will be accepted. The bidder will be required to upload scanned copies of transaction of payment of tender cost and/Tender fee at the time of bid submission.

e). The instrument type for payment of bid/tender security is to be done only by RTGS, NEFT & IMPS for this tender & no other mode of payment will be accepted. The bidders will be required to upload the scanned copies of transaction of payments of bid/tender security and tender cost at the time of bid submission.

f). Bid submission will be made online after uploading the mandatory scanned documents towards cost of tender documents such as bid security, Tender cost & other documents as stated in the Tender document.

g). To facilitate above transaction through RTGS,NEFT & IMPS , the details of following bank account of DMRC are as follows:

<table>
<thead>
<tr>
<th>Name of Bank</th>
<th>Bank Address</th>
<th>Account Name &amp; No</th>
<th>Account Type</th>
<th>IFSC code</th>
</tr>
</thead>
<tbody>
<tr>
<td>Punjab National Bank</td>
<td>ECE House Branch, Connaught Place, New Delhi 110001</td>
<td>DMRC Ltd O&amp;M Expenditure account, 1120005800000032</td>
<td>Current Account</td>
<td>PUNB0112000</td>
</tr>
</tbody>
</table>

The details of Tender cost & EMD /Bid security remitted as per above should be correctly uploaded & detail must match in the online submission. Bidders who fail to submit the cost of RFP Document and the Bid Security by above mode and upload scanned copies of transaction on or before the prescribed date and time shall be declared as ineligible and the Bid submitted by them shall be summarily rejected. The Bid shall be valid for a period not more than 180 days from last date of submission of Bid.

h). Bidders are expected to carry out extensive survey of DMRC premises and analysis at their own cost, before submitting their respective Bids for award of the License Agreement. DMRC shall provide necessary permission and assistance for the prospective Bidders in this regard.

i). The Bid submissions must be made online after uploading the mandatory scanned documents towards Cost of RFP Document, Bid Security and other documents as stated in RFP Document.
j). Bidders shall note that the maximum file size that can be uploaded in 5mb. All the uploaded files in Bid submission should be named properly and arranged systematically. No special character/space should be there in the uploaded file name.

k). Bids received after Last Date & Time of Submission (e-tender) of online Bid shall not be accepted under any circumstances.

l). DMRC/any other metro organisation (100% owned by govt) / Ministry of Housing & urban Affairs / Order of Ministry of commerce, applicable for all Ministries must not have banned/debarred business with the tenderer (including any member in case of JV/consortium) as on the date of tender submission. The tenderer should submit undertaking to this effect in annexure 7.1 as Form of Tender.

m). Also no contract of the tenderer, Executed in either individually or in a JV/Consortium, should have been rescinded/terminated by DMRC after award during last 03 years (from the last day of previous month of tender submission) due to non performance of the tenderer or any of JV/Consortium member. The tenderer should submit undertaking to this effect in annexure 7.1 of Tender Form. In case at a subsequent date the successful bidder/licensee is found to have been banned for business as given above, DMRC shall be at liberty to have full right to cancel the allotment of space and forfeit the interest free security deposit after adjusting any dues payable by the successful bidder/licensee.

n). In case of a Bid by a JV/Consortium of firms, following shall be abide by its members:

i. For the purpose of evaluation of the Consortium, each member’s contribution towards the turnover shall be considered in the same ratio of their equity participation in the Consortium.

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

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

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

v. Partners of the JV/Consortium having less than 26% participation shall be considered as non-substantial partner and shall not be considered for evaluation which means that their eligibility shall not be considered for evaluation of JV/Consortium.

vi. All members of such entity shall be jointly and severely liable for the performance of License Agreement.

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

2.5. The Bids submitted without bid security & cost of Bid/RFP Document by the Bidders shall be out rightly rejected. The Bids received after stipulated date and time of submission of RFP shall be rejected out rightly.

2.6. The Bidders are advised to keep in touch with e-tendering portal https://eprocure.gov.in/eprocure/app for updates.
2.7. DMRC reserves the right to accept or reject any or all proposals without assigning any reasons. No renderer shall have any cause of action or claim against the DMRC for rejection of his proposal.

2.8. The tenderers may obtain further information/clarification, if any, in respect of the tender documents from the office of Sr. DGM/PB, Delhi Metro Rail Corporation, A Wing, 3rd floor, Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi–110 001.

2.9. In case of any grievances/complaints regarding this tender, please contact:

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

b). Chief Vigilance Officer
Delhi Metro Rail Corporation Limited
1st Floor, A –Wing, Metro Bhawan, Fire Brigade Lane, Barakhamba Road,
New Delhi -110001, Email Id: cvodmrc@gmail.com, Phone No: 011-23418406
Website:http://www.delhimetrorail.com/vigilance.aspx
3. Disclaimer

1. This RFP Document is not an offer but is an invitation by DMRC to the Bidders for participation in the e-bidding/e-tendering process for selection of Licensee. This RFP Document is provided with information that may be useful to Bidders in making their financial offers (Bids) pursuant to this RFP Document. This RFP Document includes statements, which reflect various assumptions and assessments arrived at by DMRC. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. 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 Document and obtain independent advice from appropriate sources.

2. Information provided in this RFP Document to the Bidder(s) is on a general 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.

3. This RFP Document may not be suitable 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 Document. The assumptions, assessments, statements and information contained in the RFP Document 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 Document and obtain independent advice from appropriate sources.

4. DMRC may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment, assumptions or scope contained in this RFP Document. DMRC, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP Document or otherwise arising in any way for participation in this Bid Stage.

5. The issue of this RFP Document does not imply that DMRC is bound to select a Bidder or to appoint the Preferred Bidder or Licensee, as the case may be, for the grant of License and DMRC reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever. Bidders shall bear all its costs associated with or relating to the preparation and submission of its Bid. The Authority 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. Bidders are expected to carry out extensive study and analysis at their own cost, before submitting their respective Bids for award of the License Agreement. Any queries or request for additional information concerning this RFP Document shall be considered only if it is submitted in writing.
1. Objectives:

   a) Licensing of space in DMRC network at New Delhi & Shivaji Stadium metro stations, and D-21 CORPORATE PARK in CTER room/Data Centre room on Airport Express Line for use by licensee for placement and operation of telecommunication equipment for providing internet services (except Wi-Fi) to DMRC clients at New Delhi & Shivaji Stadium metro stations and D-21 Corporate Park of Airport Express line of DMRC as per term and conditions of this RFP Document.

   b) To augment non traffic revenue of DMRC through Licensing of Space.

2. Scope of license for bidder-

   Airport Metro Express Line (AMEL) of DMRC is 22.70 Kms long network comprising of 6 (six) metro stations viz New Delhi, Shivaji Stadium, Dhaula Kuan, Delhi Aerocity, IGI and Dwarka Sector-21. Commercial space is leased by DMRC at New Delhi & Shivaji Stadium metro stations and D-21 Corporate Park for offices and other commercial purpose to various clients. D-21 Corporate Park is a commercial hub close to IGI Airport and Dwarka sub city. Space of 1.00 (one) Sqm shall be provided/licensed to selected bidder in CTER room/Data Centre for placement and operation of equipments for providing Leased Line Internet at New Delhi, Shivaji Stadium metro stations, D-21 Corporate Park of DMRC at Airport Express Line.

   a) The Selected Bidder(s) as per their bid, shall be licensed with 1.0 (One) sqm space inside CTER Room/Data centre Room each at New Delhi, Shivaji Stadium metro stations, D-21 CORPORATE PARK of Airport Line of DMRC, as detailed at Annexure-1, for Placement and Operation of equipments to provide leased Line Internet services (hereinafter referred to as “Permitted Activity”) subject to the terms and conditions specified in the RFP Document/Draft License Agreement and the guidelines stipulated herein in relation to the Permitted Activity.

   b) Licensee shall provide internet services to the DMRC property business clients at NEW DELHI & SHIVAJI STADIUM metro stations and D-21 CORPORATE PARK. Space have been Licensed to commercials clients at New Delhi, Shivaji stadium metro stations of Airport Line for offices and other purpose. These clients need leases line internet service. In addition, D-21 Corporate Park of DMRC is commercial hub close to IGI Airport and in Dwarka sub city. DMRC have Licensed appx 5500 Sqm commercials space to its various clients (further sub-let to more clients) for offices purpose. Besides this, approximately 14000 Sqm space is also available for leasing out & tender is in process. These clients require leased line internet service for their day to day official work. With the leasing of available space at D-21 Corporate Park the volume of business for internet services will expand

   c) Any additional space requirement for placement of utility equipment at 03 locations shall be met by DMRC based on availability and feasibility and on the sole discretion of DMRC as per the relevant provisions of the License agreement. The sites shall exclusively belong to the DMRC, without creating any right, title or interest of whatsoever nature in the said Licensed Premises in favour of the Licensee.

   d) The Licensee shall ensure compliance with permissible radiation limits for signals/mobile towers/antennas as laid down by Municipal Corporation / State Government / Department of Telecommunications, etc. from time to time.

   e) The Selected Bidder shall be responsible for obtaining necessary permissions from Department of IT &Telecommunications (DOT) and comply with all the guidelines issued by
DoT from time to time and applicable law for undertaking the Permitted Activity in the Licensed Premises. Any law/instruction issued by Local Authority, in this regard, shall also be adhered to.

f) The Selected Bidder shall first utilize the telecommunication infrastructure optical fibre of DMRC on commercial terms wherever technically feasible after prior approval of DMRC before first considering alternate facilities.

g) Licensee shall interface with Civil/Electrical/Signal & Telecom etc during execution of work.

h) After completion of work as built drawings shall be submitted to DMRC.

3. Licensee shall be responsible for the following activities:

a) The Licensee shall be licensed with 1.0 (One) Sqm space each at New Delhi, Shivaji Stadium, metro stations and D-21 CORPORATE PARK of DMRC for Placement and Operation of telecommunication equipments for Providing, leased line Internet services at New Delhi, Shivaji Stadium and D-21 CORPORATE PARK for existing and future clients at the three selected locations/sites. The Licensee shall submit the design/ layout of the location of placement of equipment along with other relevant details. DMRC shall consider the plan with respect to aesthetics, operational feasibility, and safety & security concerns. If the whole plan or a part of plan is not approved by DMRC, Licensee is required to submit revised plan for approval. All further modification/ revision in plan(s) are required to be approved by DMRC.

b) Designing of all units / structures to complement station architecture/design for installation of telecommunication equipment.

c) The Licensee shall use its own network of cable from CTER/ Data service room to premises of different clients for providing leased line Internet services.

d) Procurement, fabrication, installation & erection of equipment. The equipment installation shall be within the Licensed Premises only. Licensee shall prepare the plan for approval for DMRC.

e) Appoint competent nodal officer to interact with DMRC representative to bring clarity in understanding of spaces, coordinate and implement decisions taken.

f) Operate, manage and maintain the entire Licensed Premises.

g) Obtain all approvals, permits, etc from all competent and required authorities, including different tiers of government, statutory, local, civic authorities, DoT etc. at its own cost.

h) Comply with all statutory requirements in connection with License Agreement.

i) Ensure regular and timely payments of all amounts due to DMRC and discharge all obligations as per License Agreement.

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

k) All statutory taxes, local levies, statutory dues, etc. (except property tax which shall be borne by DMRC), payments and charges in respect of the Licensed Premises and the Permitted Activity including GST and surcharge thereon, as applicable from time to time, shall be paid by the Licensee.

l) Licensee shall also adhere to procedure of DMRC regarding release of electric supply and specification of materials to be used for use of electric supply, Air-conditioning work, Fire
Protection System, Fire NOC as detailed at Annexure-10.4 and Material Specification for renovation/ refurbish of premises as per Annexure-10.2.

m) The scope for provision of internet services can be widened by provision of Voice services, MPLS or any other advance similar services in future on requirement basis on mutually agreed terms and conditions.

n) The Licensee shall invariably provide the services as per terms and conditions of this tender for the DMRC enterprises clients operating at New Delhi & Shivaji Stadium metro stations and D-21 CORPORATE PARK unless clients has discontinued to avail the services. Any charges /terms of plan for services should be uniform to all the customers and are to be informed to DMRC.

The Licensee must provide terms of plan as per prescribed guidelines / limits of DOT/TRAI/Telecom Commission etc. The Licensee shall ensure that any agreement or understanding executed between the Licensee and Licensee’s customers shall strictly adhere to compliances of this license agreement executed between DMRC & Licensee.
5. **Eligibility Criteria**

1. **Technical**: The interested bidders must have valid licenses to provide leased line, internet services issued from Department of Telecommunication, failing which the offer of such bidders shall be considered technically invalid and shall not be considered at all. The bidder shall be required to submit the declaration for the purpose of regulatory compliances as per format given at annexure 9.2 of RFP along with supportive documents.

2. **Experiences**: Licensee must have experience of providing similar services mentioned in RFP i.e Leased Line internet services. Licensee shall provide, in detail, their credentials (Purchase order/work order indicating the year of operations, billing amount, client details and experiences certificate from the said clients) related to scope of work which documents successful and reliable experience in past contracts executed during last 5 years.

Licensee shall provide a list of two (2) of its clients contacts who have contracted for services offered by the Licensee which is considered identical or similar to the requirements of the request for proposal. The list should include the following information:

   a) Company name and Address.
   b) Contacting name and telephone number.
   c) Technical representative and telephone number.

In case of JV/Consortium, the above needs to be fulfilled by all the constituting members.

3. **Financial Eligibility criteria**: Annual Turnover of the Bidder: Bidders shall have a minimum annual average turnover of Rs. 15. Lakhs /-- in last 3 (three) audited financial statements/years [i.e. 2015-2016, 2016-2017 & 2017-2018] certified by statutory auditor with stamp and signature i.e gross turnover of Rs. 45 lakhs in last 3 financial years. Here, gross turnover shall mean turnover from all sectors(s) of business (es). The bidder / each member of JV consortium, if participating in the bid shall upload audited financial statements including profit-loss account of above mentioned last three financial years. In case audited balance sheet of the last financial year is not made available by the bidder, they have to submit an affidavit along with certificate from statutory auditor certifying that ‘The balance sheet for 2017-2018 has actually not been audited so far’. In such a case the financial data audited of financial year 2014-2015 may be submitted, which will be taken into consideration for evaluation. If audited balance sheets of last three preceding years (other than the last financial year) are not submitted, the bid shall be considered as non-responsive and shall not be evaluated.

In case of a Bid by a JV/Consortium of firms, following shall be abided by their members: (i) For the purpose of evaluation of the consortium, each member’s contribution towards the turnover shall be considered in the same ratio of their equity participation in the consortium. (Illustration: Say If ‘A’ and ‘B’ are two members of JV/Consortium. ‘A’ is having 70% equity holding in JV and ‘B’ is having 30% equity holding in JV. In such a condition, 70% of ‘A’’s total turnover and 30% of ‘B’’s total turnover will be taken into consideration for evaluation of eligibility of the JV). (ii) The Lead Member of the JV/Consortium shall maintain a minimum percentage share of 51% of the aggregate shareholding of the JV/Consortium during full tenure of License Agreement. (iii) Any change in percentage stake of JV/Consortium members without prior written approval of DMRC shall be treated as Material Breach of Contract and Licensee’s Event of Default entitling DMRC to encash Security Deposit/Performance Security and /or to terminate the License Agreement after 30 day notice. (iv) Minimum percentage stake of any member in JV/Consortium during license period (including lock-in period) shall not be less than 15%. (v) Partners having less than 26% participation shall be considered as non-substantial partner and shall not be considered for evaluation which means that their eligibility shall not be considered for evaluation of JV/Consortium. (vi) All members of such entity shall be jointly and severely liable for the due performance of License agreement.
6. **General Terms for grant of License**
1. The details of space at New Delhi & Shivaji Stadium metro station and D-21 CORPORATE PARK of DMRC, as per scope of license, for Placement and Operation of telecommunication Equipment to provide Leased line Internet services at NEW DELHI & SHIVAJI STADIUM metro stations, and D-21 CORPORATE PARK of airport express line as detailed at Annexure-1.

2. Additional space may be provided to the Licensee based on availability and feasibility and at the sole discretion of DMRC. In case of handing over of additional area no fitment period shall be provided. Interest free security deposit/ performance security shall also be updated for the additional area within 15 days from the date of handing over of additional space. The tenure of such addition area/location shall be co-terminus with the original License Agreement. Additional area up to 25% of tendered area and within fitment period shall be provided on pro rata basis of prevailing licensee fee. Additional area beyond this time frame of fitment period and/or more than 25 % of tender area the same shall be allocated at negotiated/market rate.

3. The location/space shall be handed over to Selected Bidder for Placement and Operation of telecom equipment to provide leased line Internet services at New Delhi, Shivaji Stadium, and D-21 CORPORATE PARK of DMRC within 7 days of signing of License agreement.

4. DMRC shall lease one pair of optical Fibre laid by DMRC between New Delhi to D-21 Corporate Park metro station on applicable rates and GST thereon.

5. The DMRC Leased Optical Fibre between New Delhi and D-21 Corporate Park shall be used by Licensee only for Leased Line Internet, to be provided to DMRC PB commercials Clients at New Delhi, Shivaji Stadium AND D-21 CORPORATE PARK. If any stage, it is found that the Leased fibre between New Delhi and D-21 Corporate Park is used by Licensee for any other purpose not covered under scope of this Tender shall amount to material breach of contact.

6. Tenure of License Agreement: The License shall be for a period of 06 year with a lock in period of 02 years from the date of handing over of space/location subsequent to issue, acceptance and payment of LOA dues. The License period of six (6) years may be further extended by three (3) years on satisfactory completion of the License period of six year and on mutually agreed terms and condition/negotiated rate. License period of the spaces handed over subsequently shall be co-terminus with above period irrespective of date of actual handing over of additional space.

7. Commencement of License Fee: The Licensed Premises shall be handed over to Licensee within 07 days, after signing of license agreement. Fitment period shall commence from date of handing of the Licensed Premises. Fitment period is of 30 days, The Licensee shall complete its fitment in all respects within the specified fitment period i.e.30 days. The License Fee shall commence immediately after the expiry of fitment period of 30 day i.e w.e.f 31st days of date of handing over of concerned location/space. The license agreement shall be executed within 30 days of receipt of LOA payments.

8. The Licensee shall pay to DMRC, quarterly in advance, all payments as per details and rates indicated in the table below-

<table>
<thead>
<tr>
<th>S/N</th>
<th>Item</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>License Fee Space in CTER room/ Data Centre room.</td>
<td>Rs. XXXXXXX/- Per Month per Station/location for space measuring 1.0 (One) Sqm each at 03 AEML Locations/station namely New Delhi, Shivaji Stadium and D-21 CORPORATE PARK (Accepted rates of Selected Bidder) + GST as applicable presently 18 %</td>
</tr>
<tr>
<td>2.</td>
<td>Maintenance Charges for</td>
<td>Rs. 3473/- per station/Location per month</td>
</tr>
</tbody>
</table>
Space

3. License Fee for Spaces on Cable Tray  
   Rs. 1764/- Per Location /Month + GST as applicable (Presently 18%)

4. Refundable Electrical Consumption Deposit (interest free)  
   Rs.1,500/KVA

5. Energy consumption charges (Energy consumption as per installed Energy Meter)  
   Rate of electricity for temporary or permanent electrical connection shall be charged as per concerned DISCOM prevalent tariff orders issued by DER.

6. Leasing of one pair of Optical Fibre including maintenance charges per Km per Month (If Applicable)  
   Rs. 2781/- Per Km Per Month + GST as applicable

7. Linking of optical fibre with equipment (If applicable)  
   Rs. 5618/- per location per month + GST as applicable

9. The license fee and maintenance charges of space in CTER room/Data Centre room, license fee for space on Cable tray and other charges including charges for leasing of OFC and charges for linking of OFC shall be increased and escalated by 5% per year on compounding basis after completion of every one year of License period. License Fee and other dues shall be payable quarterly in advance to DMRC, by the last working day of the previous running quarter. The re-conciliation of License Fee and other dues shall be carried out annually. Based on re-conciliation, the adjustment of License Fee payable to DMRC shall be carried out along with payment of License Fee of next quarter. However, the first quarterly License Fee shall be paid before expiry of fitment period of 30 days i.e within 30 days of handing over of first space. The payment of dues should be preferably paid by RTGS/NEFT For credit of the designated A/c of DMRC Ltd after obtaining prior approval of DMRC and complying with the laid down procedure. Licensee may submit the dues in the form of demand draft /PO in favour of DMRC Ltd, payable at Delhi.

10. Interest Free Security Deposit.

11. Selected Bidder shall submit Interest Free Security Deposit to DMRC equivalent to Annual (12 months) License Fee of space and charges for leasing of optical fibre applicable for final year of the License Agreement and based on area handed over to the Licensee subject to minimum of one sqm at each location. In case of subsequent handing over of additional area enhanced to the Licensee, Interest Free Security Deposit shall be updated as per updated area under possession of Licensee. Interest free security Deposit is accepted in the form of DD/PO only. Accordingly interest free security deposit shall be paid in the form of DD/PO only in favour of DMRC Ltd drawn on schedule commercial bank & payable at Delhi/New Delhi.

12. The Interest Free SD shall remain unchanged for (+/-) 25 % variation in area.

13. In case of joint venture/Consortium, the Interest Free Security Deposit shall be submitted in the name of the JV/Consortium. However, splitting of the Interest Free Security Deposit/Performance Security (while ensuring the Interest Free Security Deposit/Performance Security is in the name of JV/Consortium) and its submission by different members of the JV / Consortium for an amount proportionate to their percentage stake in joint venture/Consortium is acceptable.
14. "As is where is basis": The Licensee shall be licensed with the said Licensed Premises, equipment, installations, fittings and fixtures on ‘as is where is basis’ and the Licensee shall not make any additions or alterations in the Licensed Space, installations including electric installations and wiring without the prior permission of DMRC in writing and when permitted by the DMRC the said additions and alterations shall be carried out by the Licensee at his own cost and he shall not be entitled for any compensation for any additions/alterations carried out by them in the Licensed Premises and the same shall vest in DMRC. The Licensee shall install its own fixtures and equipment in the said Licensed Premises after duly obtaining all necessary approvals from the licensor, permissions and licenses from the Municipal Corporation, DoT and such other Statutory Authorities at its own cost and expense.

15. Goods and Service Tax (GST) and surcharge thereon, as applicable from time to time presently 18%, shall also be additionally paid by the Licensee along with license fee and other charges. The property tax applicable, if any, on the property of DMRC shall be borne by DMRC. All other statutory taxes, statutory dues, local levies, as applicable (except those mentioned above) shall be charged extra and shall have to be remitted along with the License Fee for onward remittance to the Government/Authority. The Licensee shall indemnify DMRC from any claims that may arise from the statutory authorities in connection with this License.

16. Payment of stamp duty on License Agreement or any other document to be executed in pursuance of this Bid shall be borne by Licensee.

17. A joint checking of services of Licensee shall be carried out by DMRC team on bi-monthly basis and in case of any shortfall in the services, a token penalty of Rs. 5000/- shall be imposed on the Licensee.

18. Licensee shall submit block diagram of network & technical specification of equipments to be used before implementation of work.

19. DMRC telecom network and tetra network must not be affected in any case by the network of Licensee. Before commencement of licensee services, initial testing is to be done for any interference with DMR network.

20. Registration of License agreement: The Registration of License Agreement should be done within 30 (thirty) days of signing of License Agreement of respective schedule by the successful bidder/licensee (registration fee, stamp duty etc to be fully born by the successful bidder/licensee )and the duly registered documents are to be submitted to DMRC individually for records. Any amendment in the contract/license agreement , if required to be registered , shall also be registered within 30 (thirty) days from the date of amendment and duly registered documents shall be submitted to DMRC for record. In case the registration of the License agreement/amendment is not done within 30 (thirty) days of signing of license agreement/amendment, it shall be treated as "material breach of contract” in terms clause number of 16 of draft License agreement. The successful bidder/licensee shall be given 30 (thirty) days time to cure the default to the satisfaction of the DMRC within the cure period. DMRC may terminate the license agreement of respective schedule after the expiry of cure period dully forfeiting the interest free security deposit/performance security and any other amount paid by the successful bidder/licensee.

7. Submission of Bids by Bidders

1. No Bidder shall submit more than one Bid for this RFP Document.

2. Notwithstanding to anything contrary contained in this RFP the detailed terms specified in the DLA shall have overriding effect provided that any condition or obligation impact on the bidder hereunder shall continue to have effect in addition to its obligation within license agreement.
3. The RFP Document is to be taken as mutually explanatory and, unless otherwise expressly provided elsewhere in this RFP Document, in the event of any conflict between RFP and DLA, the priority shall be in the following order:

a). License Agreement

b). RFP Document;

i.e. the License Agreement above shall prevail over RFP Document.

4. For participation in e-tendering process, the Bidder(s) has to be registered on DMRC’s e-tendering portal https://eprocure.gov.in/eprocure/app. On registration they will be provided with a User ID and a system generated password enabling them to submit their Bids online using Digital System Certificate (DSC) and to witness various activities of the process. The authorized signatory of intending Bidder, as per Power of Attorney (POA), must have valid class-II or class III digital signature. The RFP Document can only be downloaded or uploaded using Class-II or class III digital signature of the authorized signatory. If needed prospective Bidder can be imparted training on “online tendering process”.

5. The Bid should be furnished in the format at Annexure 2 to 9.3, clearly providing the details for fulfilling Eligibility Criteria. The bidder shall clearly indicate financial offer in both figures and words in INR. In the event of any difference between figures and words the amount indicated in words shall be valid. The RFP Documents shall be signed by the Bidder’s Authorised Signatory.

6. Cost of RFP Document/RFP-Bidders is required to deposit a non-refundable cost of RFP Document (as specified in Notice Inviting Bid/Tender) along with its Bid. The cost of RFP Document shall be acceptable only by RTGS, NEFT & IMPS. The scanned copies of transaction receipt for payment of Bid security and Bid document cost shall be submitted online along with bid. The Bids of the Bidders who fail to submit the cost of RFP Document online before the prescribed date and time shall be summarily rejected.

7. Bid Security:-

a). The mode for payment of tender cost/bid security is to be done by RTGS, NEFT & IMPS. No other mode of payments will be accepted. The bidder will be required to upload scanned copies of transaction of payment of tender cost and/Tender fee at the time of bid submission.

b). The mode for payment of bid/tender security is to be done only by RTGS, NEFT & IMPS for this tender & no other mode of payment will be accepted. The bidders will be required to upload the scanned copies of transaction of payments of bid/tender security at the time of bid submission.

c). To facilitate above transaction through RTGS, NEFT & IMPS, the details of following bank account of DMRC are as follows:

<table>
<thead>
<tr>
<th>Name of Bank</th>
<th>Bank Address</th>
<th>Account Name &amp; No</th>
<th>Account Type</th>
<th>IFSC code</th>
</tr>
</thead>
<tbody>
<tr>
<td>Punjab National Bank</td>
<td>ECE House Branch, Connaught Place, New Delhi 110001</td>
<td>DMRC Ltd O&amp;M Expenditure account, 1120005800000032</td>
<td>Current Account</td>
<td>PUNB0112000</td>
</tr>
</tbody>
</table>
d). The Bid Security of unsuccessful Bidders shall be refunded after award of license, without considering any interest thereof. The Bid Security of the Selected Bidder shall be adjusted against the Interest Free Security Deposit/Performance Security.

e). If the Selected Bidder withdraws/ alters his Bid at any stage, his Bid Security shall be forfeited by DMRC.

8. DMRC has adopted single stage two packet bidding system for selection of a suitable highest bidder for granting of license.

9. The Bid shall be submitted online by the Bidder in two parts comprising of Technical Bid and Financial Bid. The Technical Bid shall include the details for fulfilling Eligibility criteria as laid down in this RFP Document. The Financial Bid shall include the financial offer of the Bidder on the same due date as mentioned in the RFP Document. The offer of Bidder, who does not fulfil the Eligibility criteria, shall be summarily rejected. The Bidder shall enclose with its Bid an undertaking stating/providing the necessary supporting documents, including audited accounts and financial statements, certificate(s) from its statutory auditors.

10. **Technical Bid**: The bidder shall on or before the date and time given in the notice inviting Tender, upload their Tender on E-tendering portal https:// . The Bidder shall upload scanned copies of, subject to minimum of, following documents in Technical Bid -


   b). Documents as per Eligibility Criterion stipulated in RFP/Bid Document.

   c). Annexure-2 and Annexure-3: On official letter head of company duly signed and stamped on each page by authorized representative as unconditional acceptance of terms and conditions given thereof.


   e). Annexure 7


   g). Self-attested copies of the PAN Card and GST Registration Certificate (of lead member in case of JV/Consortium).

   h). Attested copies of Memorandum and Articles of Association in case of companies or bodies corporate and copy of partnership deed in case of the Partnership Firm.

11. **Financial Bid**: The Bidder shall quote the single Bid Variable as rate of "License Fee in INR for 3 locations per month per station for 1.0 (One) Sqm of space at each in the Financial Bid. Please read carefully “Evaluation of Bids” section of this RFP Document before quoting Bid Variable. The financial bid shall be filled in the Bill of Quantity (BOQ) format available on https://eprocure.gov.in/eprocure/app under the subject tender.

12. The documents including this RFP Document and all attached documents, provided by DMRC shall remain and become the properties of DMRC and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid. The Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this clause shall also apply mutatis mutandis to Bids and all other
documents submitted by the Bidders, and DMRC shall not return to the Bidders any Bid, document or any information provided along therewith.

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

14. **Site visit and verification of information:** Bidders are encouraged to submit their respective Bids after visiting DMRC premises and ascertaining themselves with the site conditions, traffic, location, surroundings, climate, availability of power, water and other utilities for provision of placement of equipment, access to station / site, handling and storage of materials, weather data, applicable laws and regulations and any other matter considered relevant by them.

15. **Pre-Bid Conference:** The date and time for Pre-Bid conference of the Bidders has been notified in Notice Inviting Bid/Tender. During course of Pre-Bid conference, the participants may seek clarifications and put suggestions for considerations. DMRC shall endeavour to provide clarifications and such further information as it may consider appropriate and valuable suggestions shall be deliberated upon by DMRC. DMRC’s point of view/response to queries shall be uploaded on website. Please note that individual communication shall not be issued to any participant.

16. It shall be deemed that by submitting a Bid, the Bidder has:

   a). made a complete and careful examination of the bidding documents;
   b). received all relevant information from DMRC;
   c). accepted the risk of inadequacy, error or mistake in the information provided in the bidding documents or furnished by or on behalf of DMRC relating to any of the matters referred to in RFP document;
   d). satisfied itself about all matters, things and information herein above necessary and required for submitting an informed Bid, execution of the License Agreement in accordance with the bidding documents and performance of all of its obligations there under;
   e). acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the bidding documents or ignorance of any of the matters hereinabove shall not be a basis for any claim for compensation, damages, claim for performance of its obligations, loss/ profits, etc. from DMRC, or a ground for termination of the License Agreement by the Licensee;
   f). acknowledged that it does not have a Conflict of Interest; and
   g). agreed to be bound by the undertakings provided by it under and in terms hereof.

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

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

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

b). Any Addendum / Corrigendum issued hereunder shall be uploaded on e-tendering web portal i.e. https://eprocure.gov.in/eprocure/app

c). In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, DMRC may, in its sole discretion, extend the Bid Due Date.

d). The Bidders are requested to get in touch with e-tendering web portal i.e.https://eprocure.gov.in/eprocure/app for all updates on the RFP Document such as addendums, replies to queries, postponement of Bid schedules etc. No claims or compensation shall be entertained on account of the Bidder having not read/noticed the updates, etc.

20. Preparation and Submission of Bids

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

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

c). The Bidder shall have to submit their Bids (Technical Bid & Financial Bid) online in electronic format only with digital signatures and after uploading the mandatory scanned documents towards cost of RFP Document and towards Bid Security and other documents as required in the RFP Document.

d). The Bidder has to produce the original documents as and when required by DMRC. The failure of the Bidder or licensee to furnish the said original documents will entail summarily rejection of its Bid.

e). Before submission of online Bids, Bidders must ensure that scanned copies of all the necessary documents have been uploaded with the Bid.

f). The Bidders should carefully note the following instructions:

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

ii). The printout of Bid/RFP Documents should be taken on an ‘A4’ size good quality paper. The printout should be same as available on website. The print should be legible and indelible.

iii). In case of any correction/addition/alteration/omission in the Bid/RFP Documents made available by DMRC, observed at any stage, the Bid shall be treated as non-responsive and shall be rejected out-rightly.

g). The bid shall only be received electronically through the web portal

21. Bid Submission Date: The Bids shall be received electronically only through e-tendering web portal i.e https://eprocure.gov.in/eprocure/app. No Bids will be accepted in physical form and in case it has been submitted in physical form it shall be rejected summarily. Bids should be submitted before
due date provided in the manner and form as detailed in this Bid/RFP document. DMRC will not be responsible for any delay in online submission of the Bids due to any reason whatsoever. Any bid application received after due date and time as prescribed in Bid/RFP document shall be summarily rejected.

22. Notwithstanding anything contained in this RFP Document, DMRC reserves the right to accept or reject any Bid offer and to annul the Bidding Process and reject all Bid offers, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefore. The Bidders shall not have a conflict of interest that affects the Bidding Process. Any Bidder found to have conflict of interest shall be disqualified. A Bidder shall be deemed to have a conflict of interest affecting Bidding Process if a constituent of one Bidder is also a constituent of another Bidder.

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

24. The bid shall only be received electronically through the website https://eprocurment.gov.in/procurement/app. No bid will be accepted in physical form and in case it has been submitted in physical form it shall be rejected summarily. Bid documents submitted by fax, telex, telegram or e-mail shall not be entertained and shall be summarily rejected. The Bidders are advised to keep in touch with e tendering portal https://eprocure.gov.in/eprocure/app for update.

25. Bidders shall note that the maximum file size that can be uploaded is 5 MB. All the uploaded files in bid submission should be named properly and arranged systematically. No special character/space should be there in the uploaded file name.

26. Bid received after last date and time of submission (9e-tender) of online shall not be accepted under any circumstances.
8. Evaluation of Bids

1. Bid Opening:
   a) The Technical Package of all Bidders who have submitted a valid Bid Security and cost of Bid/RFP Document shall be opened on stipulated date and time at e-tendering web portal https://eprocure.gov.in/eprocure/app. Bidders may visit web-site https://eprocure.gov.in/eprocure/app to know latest Technical Opening information after completion of opening process. If such nominated date for opening of Bid 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 Bid. The Bid of any Bidder who has not complied with one or more of the foregoing instructions may not be considered.
   b) On opening of the Bid, DMRC will first check the cost of Bid/RFP Document and Bid Security received through online mode by cross verifying with the uploaded documents.
   c) If the documents do not meet the requirements of the DMRC, a note will be recorded accordingly by the Bid Opening Authority.
   d) The digitally signed Financial Bid which Bidders have uploaded online will be opened on a subsequent date after evaluation of technical packages. Financial Bid of only those Bidders whose submissions are found substantially responsive and eligibly compliant to the RFP conditions will be opened. The time of opening of Financial Bid shall be informed through website only. Bidders can visit to website https://eprocure.gov.in/eprocure/app for further information.

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

3. Selection of Bidder who qualifies the Eligibility Criteria:

4. A bidder has to offer single quote for Licensee Fee for all the three offered locations for space per sqm per month for 1.0 Sqm (one) space at each stations/locations. The License Fee per sqm per month for 1.0 Sqm (one) of space shall be same for all 3 stations/Location. The technically eligible Bidder, who quotes the highest rate of License Fee for Space per sqm per month, shall be treated as the highest bidder (H1) and shall be selected. In case of same bid /offer by 2 bidders (or more) the bidder having higher turnover shall be considered as H1.

5. After selection, Letter of Acceptance (the “LOA”) shall be issued, in duplicate, by DMRC to the Selected Bidder(s) and the Selected Bidder shall, within 7 (Seven) days of the issuance of the LOA, sign and stamp and return the duplicate copy of the LOA in token of un-conditional acceptance and acknowledgement of LOA. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, DMRC may, unless it consents to extension of time for submission there of, cancel the LOA and appropriate the Bid Security of such Bidder as Damages on account of failure of the Selected Bidder to unconditionally accept the terms of LOA.

6. Selected Bidder shall be required to submit/ pay the required Interest Free Security Deposit as per LOA within thirty days (30) of date of issue of LOA without consideration of any interest and up to 45 days with 3% flat interest on balance amount remaining unpaid after 30 days from the date of issuance of LOA. If the Selected Bidder fails to submit Interest Free Security Deposit within 30 days of date of the issue of LOA, unless extended by DMRC at its sole discretion or deposit the required dues as mentioned in LOA along with interest maximum within 45 days of issue of LOA, the LOA shall be liable to be cancelled and amount of Bid Security shall be forfeited by DMRC. The Selected Bidder voluntarily and unequivocally agrees not to seek any claim, compensation, damages or any other consideration, whatsoever on this account.

7. The Licensed Premises shall be handed over to Selected Bidder within 07 (seven) days of signing of license Agreement.
8. Selected Bidder shall be required to pay advance license fee for 1st quarter ("Advance License Fee") before expiry of fitment period of 30 days for first date of handing over of said location.

9. After acknowledgement of the LOA and payment of entire dues in accordance with LOA, the Selected Bidder shall execute the License Agreement within 30 days of receipt of the LOA payment. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the License Agreement.

**Stages of Activity:**

<table>
<thead>
<tr>
<th>S/N</th>
<th>Stage of Activity</th>
<th>Time Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Submission of Interest Free Security Deposit / Performance Security to DMRC by the Selected Bidder</td>
<td>Within 30 days of date of issue of Letter of Acceptance</td>
</tr>
<tr>
<td>2</td>
<td>Handing over of station to Selected Bidder</td>
<td>Within 07 days of signing of license Agreement.</td>
</tr>
<tr>
<td>3</td>
<td>Duration of License Period</td>
<td>6 years from handing over of first lot of said location subject to Lock-in period of 2 years</td>
</tr>
<tr>
<td>4</td>
<td>Signing of License Agreement</td>
<td>Within 30 days of receipt of LOA payments.</td>
</tr>
<tr>
<td>5</td>
<td>Commencement of License Fee</td>
<td>License Fee shall commence immediately after the expiry of fitment period of 30 days.</td>
</tr>
<tr>
<td>6</td>
<td>Payment of FIRST QUARTERLY Advance License Fee to DMRC by Licensee.</td>
<td>Before expiry of fitment period of 30 days.</td>
</tr>
<tr>
<td>7</td>
<td>Registration of License Agreement</td>
<td>The registration lease/license agreement should be done within 30 days of signing of agreement by the Licensee /lease and the duly registered documents to be submitted to DMRC for record. In case the registration of the license agreement/ amendment is not done within 30 days of signing of License agreement /amendment, it shall be treated as “Material Breach of Contract”. The Licensee will be given 30 days time to cure the default. In case the Licensee fails to remedy the breach/default. In case the licensee fails to remedy the breach/default in this regard to the satisfaction of DMRC within 30 days cure period, DMRC may terminate the License agreement after the expiry of cure period duly forfeiting the security deposit and any other amount paid by Licensee.</td>
</tr>
</tbody>
</table>
9. **Instructions for Online Bid Submission:**

1. The bidders are required to submit soft copies of their bids electronically on the Central Public Procurement (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.

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

3. **REGISTRATION**
   
a). Bidders are required to enrol on the e-Procurement module of the CPP 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.

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

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

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

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

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

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

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

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

5. **PREPARATION OF BIDS**
   
a). Bidder should take into account any corrigendum published on the tender document before submitting their bids.

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

c). Bidder, in advance, should get ready the bid documents to be 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.

d). 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.

6. 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 “online” to pay the tender fee / EMD as applicable and enter details of the instrument.

d). Bidder should prepare the EMD/bid security as per the instructions specified in the tender document. The scanned copies of transaction receipt for bid security and cost of bid documents to upload along with bid 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.

g). 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.

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

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

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

7. ASSISTANCE TO BIDDERS

a). 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.

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

1. The Bidding Process shall be governed by-, and construed in accordance with, the laws of India and the Courts at New Delhi shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Bidding Process. 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.

2. During License Period, all disputes between the Selected Bidder and DMRC shall be settled as per the Dispute Resolution procedure elaborated in the Draft License Agreement *(Annexure-10)* after signing the License Agreement.

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

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

5. **DMRC’s Remedies:** - Upon the occurrence of any event of default under the license agreement by the LICENSEE, then DMRC in addition to other rights or remedies it may have, shall have the right to terminate/revoke the license agreement upon thirty (30) days of written notice to the LICENSEE and also the right, with or without the termination of license, of re-entry upon and taking possession of the Licensed Premises and DMRC may remove all persons and property from the licensed premises; such property may be removed and stored in any other place in the station building or in any other reasonably secure place for the account of and at the expense and risk of the LICENSEE. The LICENSEE hereby shall waive all claims for damages which may be caused by the re-entry of DMRC and taking possession of the Licensed Premises or removing or storing the furniture and property as herein provided and shall save DMRC harmless from any costs or damages occasioned DMRC thereby, and no such re-entry shall be construed to be a forcible entry. DMRC will continue to reserve the right to enter into a separate license agreement for the said premises without any obligations or rights towards the original LICENSEE.

6. **Surrender/ Termination of License Agreement by Licensee:**

7. If the Licensee is desirous of terminating the license hereby created before expiry of the lock-in period of 2 years, the License Agreement shall deemed to be terminated on the date mentioned in termination/ surrender notice, subject to confirmation by DMRC. In such a case, the balance Interest Free Security Deposit/ Performance Security and advance license fee shall be forfeited in favour of DMRC after adjustment of outstanding dues, if any, payable to DMRC. No grace period shall be
provided to licensee in such a case. DMRC may also recover the balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Security, from the other contracts of licensee in DMRC. Balance outstanding dues, if are more than Interest Free Security Deposit, shall also be recoverable from the licensee before licensee is permitted to remove their establishment(s) or else DMRC will seize their property treating at Zero/Nil value. DMRC shall be free to dispose-off the said property / goods in whatsoever manner as it deems fit. Licensee shall have no claim for compensation or consideration / damages on this account.

8. The Licensee shall have option to exit from the License Agreement immediately after completion of lock-in period of 2 years. For this, the licensee shall give 180 days prior intimation to DMRC which can be given before completion of defined lock-in period of 2 years. In this instant case the prior notice can be given after 1\1/2 (One and half) years but option to exit is available only after 2 years. In such a case, balance Interest Free Security Deposit/ Performance Security of the Licensee shall be refunded after adjusting the outstanding dues, if any, payable on the part of Licensee. DMRC may also recover the balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Security, shall also be recoverable from the licensee before licensee is permitted to remove their establishment(s) or else DMRC will seize their property at Zero/nil value. DMRC shall be free to dispose-off the said property / goods in whatsoever manner as it deems fit. Licensee shall have no claim for compensation or consideration / damages on this account.

9. If the Licensee is desirous of terminating the license after expiry of lock-in period of 2 years without serving any intimation period or shorter intimation period than 180 days, the agreement shall deemed to be terminated on completion of such improper intimation period. In such cases, the Interest Free Security Deposit/ Performance Security shall be refunded to the Licensee after adjustment of license fee for period shorter than 180 days (notice period) and outstanding dues, if any. DMRC may also recover the balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Security, from the other contracts of licensee in DMRC. Balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Security, shall also be recoverable from the licensee before licensee is permitted to remove their establishment(s) or else DMRC will seize their property at Zero/Nil value. DMRC shall be free to dispose-off the seized property / goods in whatsoever manner as it deems fit. Licensee shall have no claim for compensation or consideration / damages on this account.

10. **Natural Completion of License Agreement:** In case of successful completion of the full term of 6(six) years of the License period, balance Interest Free Security Deposit/ Performance Security of the Licensee shall be refunded after adjusting the outstanding dues. If, balance outstanding dues are more than Interest Free Security Deposit/ Performance Security, shall also be recoverable from the licensee before licensee is permitted to remove their equipment or else DMRC will seize their property at Zero/Nil Value. DMRC may also recover the balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Security, from the other contracts of licensee in DMRC. DMRC shall be free to dispose-off the seized goods in any manner as deemed fit & Licensee shall have no claim for compensation, damages etc on his account.

11. **Termination of License Agreement by DMRC:**

   1. Provided that in the event of Licensee’s Event of Default, DMRC shall give to the Licensee 15days time to cure the default except as specified otherwise prior to considering the events specified therein as Licensee’s events of default and in the event the Licensee remedies the default to the satisfaction of the DMRC within the cure period, the event shall not be considered as a Licensee Event of Default.
2. If the Licensee failing to cure the default within 15 days it shall constitute Material Breach of Contract under this Agreement. It shall entitle DMRC to disconnect all utilities provided to the Licensee and to terminate license agreement along with forfeiture of Interest Free Security Deposit after adjustment of dues payable by the licensee to DMRC. No representation of licensee shall be entertained after the expiry of cure period.

3. **Termination on Operational Ground**: DMRC reserves the right to terminate or withdraw a portion of the licensed space by giving three months advance notice on operational ground. The License agreement accordingly shall stand terminated/ modified after expiry of three months’ notice and the Interest Free Security Deposit/ Performance Security shall be refunded after adjusting outstanding dues, if any, payable by the Licensee. The Licensee voluntarily agrees not to seek any claim, compensation, damages or any other consideration whatsoever on any ground in this regard.

4. **Termination due to Force Majeure conditions**: The License Agreement may be terminated for Force Majeure Reasons as specified in License Agreement.
### Details of Locations & Space

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Station</th>
<th>Area inside CTER/Data Centre</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>New Delhi metro station (AEL)</td>
<td>1.00 Sqm</td>
</tr>
<tr>
<td>2.</td>
<td>Shivaji Park metro station</td>
<td>1.00 Sqm</td>
</tr>
<tr>
<td>3.</td>
<td>D-21 Corporate Park</td>
<td>1.00 Sqm</td>
</tr>
</tbody>
</table>
Letter comprising the Bid
(On Official letterhead of the Bidder)

No:  
Dated:  

To,

GM (Property Business),
3rd Floor, A Wing, Metro Bhawan,
Fire Bridge Lane, Barakhamba Road,
New Delhi-110001.

Sub: Bid for licensing space at New Delhi, Shivaji Stadium and D-21 corporate park for Placement and Operation of Telecom for Providing leased Line Internet Service.

Dear Sir,

With reference to your RFP Document Number -------------- , I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for Licensing of space for providing Leased Line internet service at New Delhi, Shivaji Stadium, and D-21 Corporate Park. The bid is unconditional and unqualified.

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

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

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

4. I/ We declare that:

(a) I/ We have examined and have no reservations to the Bidding Documents, including Addendum / Corrigendum, if any, issued by DMRC; and

(b) I/ We do not have any conflict of interest in accordance with provisions of the RFP document; and

(c) I/ We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as stipulated in the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with DMRC; and

(d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP, no person acting for us or on our beOne has engaged or shall engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

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

Page 31 of 106  
Signature of Bidder………………………….
6. I/We acknowledge and undertake that I/We fulfil the Eligibility Criteria. I/We have enclosed necessary documents in support of the Eligibility Criteria in the manner prescribed in RFP/RFP Document.

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

8. In the event of my/our being declared as the Selected Bidder, I/we agree to enter into a License Agreement in accordance with the draft that has been provided to me/us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.

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

10. I/We offer Bid Security to DMRC in accordance with the RFP/RFP Document. The documents accompanying the Bid, as specified in RFP, have been submitted in a separate envelope.

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

12. The Financial Offer has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, Draft License Agreement (Annexure-9), addenda/corrigenda, our own estimates of costs and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of the project.

13. I/We agree and undertake to abide by all the terms and conditions of the RFP/Bid Document.

14. I/We agree and undertake to be jointly and severally liable for all the obligations of the Licensee under the License Agreement for the License Period in accordance with the Agreement.

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

16. I/We hereby submit RFP Documents i.e. RFP documents and Draft License Agreement duly signed on each page as token of unconditional acceptance of all terms and conditions set out herewith.

17. I/We declare that the submitted RFP Documents are same as available on e-tender web portal i.e. https://eprocure.gov.in/eprocure/app. I/We have not made any modification/corrections/additions etc. in the RFP Documents. I/We have checked that no page is missing and all pages are legible and indelible. I/We have properly bound the RFP Documents. In case at any stage, it is found that there is any difference in the downloaded RFP Documents from the original RFP Documents available at DMRC’s website, DMRC shall have the absolute right to reject my/our bid or terminate the License Agreement after issue of Letter of Acceptance, without any prejudice to take any other action as specified for material breach of conditions of Bid/License Agreement. In witness thereof, I/we submit this Bid under and in accordance with the terms of the RFP Document.

Yours

Date: (Signature, name and designation of the Authorised signatory)

Place: Name and seal of Bidder
Tender Acceptance Letter

(To be given on Company Letter Head)

Date:

To,
GM (Property Business),
3rd Floor, A Wing, Metro Bhawan,
Fire Bridge Lane, Barakhamba Road,
New Delhi-110001.

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _________________________
Name of Tender /RFP: ___________________________________________________________

Dear Sir,

1) I/ We have downloaded / obtained the tender document(s) for the above mentioned ‘Tender/Work’ from the web site(s) namely: __________________________________________ as per your advertisement, given in the above mentioned website(s).

2) I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. _______ to ______ (including all documents like annexure(s), schedule(s), etc.,), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.

3) The corrigendum(s) or addendum(s) issued from time to time by your department/ organisation too have also been taken into consideration, while submitting this acceptance letter.

4) I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.

5) I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.

6) I / We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organisation shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)
Details of the Bidder

1. (a) Name: 
   (b) Country of incorporation: 
   (c) Address of the corporate headquarters: 
   (d) Address of registered office in India: 
      (in case of foreign Companies)

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

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

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Name of Member</th>
<th>Percentage stake in the JV/Consortium</th>
<th>Role*</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
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<tr>
<td>2</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Signed: ____________________________

(Name of the Authorised Signatory)

For and on behalf of

(Name of the Bidder)

Designation

Place:

Date
Undertaking for downloaded tender document

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

Company Name _____________________________

Name_________________________________

Signature___________________ Date: ___________

Postal Address ______________________________

E-Mail ID __________________________________

Phone ___________________ FAX ______________
Annexure-6

Power of Attorney of Bidder

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

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

For

______________________

Accepted

______________________ (signature)

(Name, Title and Address) of the Attorney

Note: -

• 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.

** It should be on non-judicial stamp paper of Rs.100/- duly notarized and supported by certified copy of Board of Resolution passed for this purpose (in case of company).
Consortium Agreement/Memorandum of Understanding duly notorized

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

This Consortium Agreement/Memorandum of Agreement is executed at New Delhi on this _____ day of __________, 2018.

BETWEEN

Mr. ____________________________ R/o____________________________________ OR M/s ____________________________

a Company incorporated under the Companies Act, 2013 and having Corporate Identification Number _________________ and its Registered Office at __________________

acting through its ______________, duly authorized by a resolution of the Board of Directors dated ________ (hereinafter referred to as the ‘Participant member’ which expression unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in interest, legal representatives, administrators, nominees and assigns) of the OTHER/SECOND PART

AND

Mr. ____________________________ R/o____________________________________ OR M/s ____________________________

a Company incorporated under the Companies Act, 2013 and having Corporate Identification Number _________________ and its Registered Office at __________________

acting through its ______________, duly authorized by a resolution of the Board of Directors dated ________ (hereinafter referred to as the ‘Participant member’ which expression unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in interest, legal representatives, administrators, nominees and assigns) of the third PART]

Whereas Delhi Metro Rail Corporation Limited (hereinafter referred to as ‘DMRC’) has invited Bids for the Licensing of ________________________________________________________ (“Project”) in terms of the RFP Documents issued for the said purpose and the eligibility conditions required that the Bidders bidding for the same should meet the conditions stipulated by DMRC for participating in the bid by the Consortium for which the Bid has been floated by DMRC.

AND WHEREAS in terms of the RFP Documents all the parties jointly satisfy the eligibility criteria laid down for a Bidder for participating in the bid process by forming a Consortium between them.

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

AND WHEREAS it is necessary for the members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on be One of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s bid for the Project and its execution.
NOW THIS CONSORTIUM AGREEMENT/MEMORANDUM OF AGREEMENT HEREBY WITNESSES:

1. That in the Licensed Premises contained herein the Lead Member and the Participant Member having decided to pool their technical know-how, working experiences and financial resources, have formed themselves into a Consortium to participate in the Bid process for Licensing of ______________________________________________________ in terms of the Bid invited by Delhi Metro Rail Corporation Ltd., (DMRC).

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

3. That all the members of the Consortium have satisfied themselves that by pooling their technical know-how and technical and financial resources, the Consortium fulfils the prequalification/eligibility criteria stipulated for a Bidder, to participate in the bid for the said Bid process for ______________________________________________________executing the Project.

4. That the Consortium have agreed to nominate _____ as the Lead Member who shall be authorized to represent the Consortium 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 RFP 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 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 further authorizes the Lead Member to represent the Consortium 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.

6. That the share-holding of the members of the Consortium for this specified purpose shall be as follows:

   (i) The Lead Member shall have _____ per cent (___%) of share-holding with reference to the Consortium for the specified Project.

   (ii) The Participant Member shall have ____ (___%) of share-holding with reference to the Consortium for the specified Project. That in case to meet the requirements of RFP Documents or any other stipulations of DMRC, it becomes necessary to execute and record any other documents amongst the members of the Consortium, they undertake to do the needful and to participate in the same for the purpose of the said Project.

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

8. That the Members of the Consortium undertake to specify their respective roles and responsibilities for the purposes of implementation execution of the Project if awarded to the
Consortium in the Memorandum& Articles of Association of the Consortium to be got incorporated by the members of the Consortium to meet the requirements and stipulations of DMRC.

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

1. (__________________)  2. (__________________)  3. (__________________)
   Authorized Signatory  Authorized Signatory  Authorized Signatory
   (__________________)  (__________________)  (__________________)
   For (Name of company)  For (Name of company)  For (Name of company)

Enclosure: Board resolution of each of the Consortium Members authorizing:
(i) Execution of the Consortium Agreement, and
(ii) Appointing the authorized signatory for such purpose.
Annexure 7.1

(On non Judicial stamp paper of Rs. 100/- duly notorized Form of Tender)

Undertaking as per clause No 2.4 L &M for non banning of business

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 Ministries has not banned/debarred business with us as on the date of tender submission. Also any work executed either individually or in a JV/Consortium, has not been rescinded/terminated by DMRC after award of contract to us during last 3 years (from last days of the previous month of tender submission) due to our non-performance.

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

Stamp & Signature of Authority Signatory

Note:

1. In case of JV/Consortium, the undertaking shall be submitted by each member of the JV/Consortium.
2. The undertaking shall be signed by authorized signatory of the tenderer. In case of JV/Consortium by the authorized signatory of the constituent members counter signed by the authorized signatory of tenderer.
Certificate of Statutory Auditor with regard to Eligibility of the Bidder

(On the Letterhead of the Statutory Auditors)

We have verified the relevant statutory and other records of M/s ............................................(Name of bidder), and certify that the cumulative turnover of M/s .............................( Name of the Applicant) from the all business in the last 3 (three) years completed financial years is Rs. .........................

Year wise details of Average Annual Turn over from all business are as under:

<table>
<thead>
<tr>
<th>Name of Bidder or member of JV</th>
<th>Turn Over</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2015-16</td>
</tr>
<tr>
<td>Name of Bidder or member (1)  of JV</td>
<td></td>
</tr>
<tr>
<td>Name of Bidder or member (2) of JV</td>
<td></td>
</tr>
<tr>
<td>Name of Bidder or member (3) of JV</td>
<td></td>
</tr>
</tbody>
</table>

Total

Name & address of applicant’s Bankers

Signature and seal of the Statutory Auditors clearly indicating his/her membership numbers

Note: (i) Turnover as brought out in the audited annual financial result annual financial result is to be indicated in the above table and certified by the statutory auditor of the applicants.

(ii) Average Annual turn over from all sectors of business for each member of JV shall be indicated separately without considering of ratio of participation in the current tender.

Annexure-9

(On Rs. 100/- stamp paper duly notarized)

Page 41 of 106 Signature of Bidder.................................
Undertaking for Responsibility

___________________ as a lead member of the consortium of _______________ companies - namely _______________________________________________________________ (Complete name with address)

jointly & severely undertake the responsibility in regards to the License Agreement with DMRC in respect of Licensing of __________________________:-

1. That, we solely undertake that __________________ (Name of the Company/ consortium member) shall conduct all transactions/ correspondences and any other activity in connection with License Agreement pertaining to ____________________________ with DMRC.

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

3. That, we further confirm that, the stake holding of lead member- __________________ (Name of the company/ consortium member) shall always remain more than 51% and we, all consortium members ensure that there shall be no change in the stake holding of the members of the Consortium during the tenure of License Agreement.

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

(Authorised/ CEO of all _________ consortium members to sign on undertaking with witness signatures)

1. __________________

2. __________________

3. __________________

4. __________________

5. __________________

6. __________________

Witness 1.

2.

Annexure-9.1

Declaration Form

Page 42 of 106 Signature of Bidder..........................
1. Customer Name :-----------------------------------------------------------------------------------

2. Address :---------------------------------------------------------------------------------------

3. Services provided :--------------------------------------------------------------------------------

4. Contact person with details:
   Name :---------------------------------------------------------------------------------------------------
   Telephone Number :---------------------------------------------------------------------------------------
   Email Address :------------------------------------------------------------------------------------------

5. Licensee Details :

<table>
<thead>
<tr>
<th>Service Type</th>
<th>License Type</th>
<th>License Number/Registration ID</th>
<th>License issue date</th>
<th>Validity till</th>
</tr>
</thead>
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<td>Voice</td>
<td></td>
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</tr>
<tr>
<td>Data</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Copy of registration/License to be attached.

**All field are required to be filled mandatorily**

We declare that above information provided by us is correct and DMRC shall not be held responsible against any liabilities incurred such as losses cost and expenses and our failure to comply with existing telecom regulations and laws.

(Signature Witness) (Signature Witness)

Name------------------------- Name---------------------

Date------------------------- Date-----------------------

Annexure 9.2

Affidavit

( duly notarized)
RFP for Licensing of Space on New Delhi, Shivaji Stadium and D21 Corporate Park of DMRC for Placement and Operation of Telecom Equipment for Providing leased Line Internet Service.

Page 44 of 106

Signature of Bidder…………………..

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

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

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

2.0. I say that I have submitted information with respect to our eligibility for Delhi Metro Rail Corporation’s (hereinafter referred to as “DMRC”) Request For Proposal (‘RFP’) for licensing of .......................... 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.

3.0. 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.

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

5.0. 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 tendering process for the said project. The costs and risks for such disqualification shall be entirely borne by us.

6.0. 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
DRAFT LICENSE AGREEMENT
(License Agreement No.________________________)

THIS AGREEMENT entered into at Delhi on this the ______ day of _________________ 2018,

BETWEEN

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

AND

M/s ......................................, a Company incorporated under the provisions of Companies Act,1956/2013 and having its Registered office at .............................................................. (hereinafter referred to as the ‘Licensee’ through its duly authorized signatory Sh.------------------ which expression shall unless repugnant to the context or meaning thereof include the successors and assigns) of the Second Party

WHEREAS

1. DMRC is engaged in the business of constructing, operating & maintaining Mass Rapid Transport Network. DMRC, with a view to augment its non-operating revenue, had invited Bids (E-Tender) from the eligible parties for licensing of space of 1.00 Sqm at New Delhi, Shivaji Stadium, and D-21 CORPORATE PARK of DMRC network for Placement and Operation of telecommunication equipment for providing leased line internet services at New Delhi, Shivaji Stadium, and D-21 CORPORATE PARK to the Enterprises clients.

a) Leased line Internet service (“Permitted Activity”) is the permitted activity under scope of this tender. The scope for provision of internet services can be widened by provision of Voice services, MPLS or any other advance similar services in future on requirement basis on mutually agreed terms and conditions.

b) Pursuant to evaluation of the bids received, and based on fulfillment criteria as laid down in RFP document DMRC has accepted the bid of M/s ......................................and has issued M/s ...................................... a Letter of Acceptance (LOA) bearing No. ________ dated _______(‘LOA’), requiring inter alia, the execution of this License Agreement, within 30 days of handing over of Licensed Premises.

c) Based on Terms and Conditions of RFP Document and after due inspection and verification of the building and Licensed Premises and understanding all the Terms and Conditions of this Agreement and other documents relating to the competency and all other relevant records, the Licensee is satisfied in all respects with regards to the right and authority of the Licensor to enter into this Agreement.

d) The selected bidder shall perform the obligations and exercise the rights under the Letter of Acceptance (LOA), including the obligations to enter into the License Agreement, pursuant to the LOA for undertaking the License.

e) Accordingly, DMRC has agreed to provide Licensee a portion of its premises hereinafter referred to as the Licensed Premises on payment of license fee and other charges with applicable taxes for
undertaking the Permitted Activity, on the terms and conditions contained in this License Agreement.

f) The Licensee has represented that it has obtained requisite permissions and authority as per applicable law to undertake the Permitted Activity at the Licensed Premises. The Licensee shall design, procure, manufacture, fabricate, install, commission, manage, operate and maintain the Licensed Premises as specified in this Agreement at its own cost. All the locations and designs proposed by the Licensee are subject to approval by DMRC with regard to operational feasibility, aesthetics, and safety & security concerns.

g) The DMRC has accordingly agreed to provide the Licensed Premises on license to the Licensee for carrying out the Permitted Activity on the terms and conditions contained in this Agreement.

Each individually a “Party” hereto, and collectively the “Parties”.

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

A. The following documents shall be deemed to form integral part of and be read and construed as part of this agreement, namely:

   I. Letter of Acceptance dated ___________
   II. Request for Proposal (RFP), its Addendums & Corrigendum
   III. Any other document issued by / of DMRC forming part of the Bidding Process

B. The Licensee hereby covenants as follows:-

   I. Licensee hereby assumes responsibility for installation of telecommunication equipment for providing internet services to enterprises customers at New Delhi, Shivaji Stadium, and D-21 CORPORATE PARK at Airport Express Line of DMRC. The Licensee shall design, procure, manufacture, fabricate, install, commission, manage, operate and maintain the premises as specified in this Agreement at its own cost. All the locations and designs proposed by the Licensee are subject to approval by DMRC with regard to operational feasibility, aesthetics and safety & security concerns.

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

   III. The Licensee confirms having examined the potential location at said premises in detail and fully understands and comprehends the technical requirements for Placement and Operation of equipments for providing leased line internet service at New Delhi, Shivaji Stadium, and D-21 CORPORATE PARK. The Licensee also confirms full satisfaction as to the business viability of licensing premises at the Metro Stations and hereby voluntarily and unequivocally agrees not to seek any claim, damages, compensation or any other consideration, whatsoever on this account. Licensee also confirms having made independent assessment of present and future market potential and no future claim what so ever regarding change in market circumstances shall be used by it as an alibi or excuse for non-payment of License Fee and other amounts due to DMRC under this License Agreement.

   IV. Licensee shall also adhere to-
a) Procedure of DMRC regarding release of electric supply and specification of materials to be used for use of electric supply, Air-conditioning work, Fire Protection System, Fire NOC as detailed at Annexure-10.4.

b) Fire retardant Material for renovation/ refurbish of premises as per Specification at Annexure-10.2

V. That DMRC and LICENSEE represent and warrant that they are empowered, authorized and able to enter into this agreement.

VI. That the Licensee shall invariably provide the services as per terms and conditions of the tender to the DMRC clients operating on New Delhi, shivaji stadium metro stations and Corporate Park of DMRC. The charges /tariff plans for services shall be uniform for the customer & are to be informed to DMRC.

2. Definitions-

2.1. “Agreement” means this License Agreement executed between DMRC and Selected Bidder and includes the LOA, RFP Document, any amendments, annexures and any other document forming part of the Bidding Process hereto made in accordance with the provisions hereof.

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

2.3. “Applicable Permits” means all clearances, permits, authorizations, consents and approvals required to be obtained or maintained under Applicable Laws, in connection with the Permitted Activity and the Licensed Premises during the subsistence of this Agreement.

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

2.5. “Bid Security” means the refundable amount to be submitted by the Bidder along with its Bid and as per the RFP documents to DMRC.

2.6. “Commencement Date” means the date of handing over of 1.0 (One) Sqm space to the licensee at NEW DELHI, SHIVAJI STADIUM metro stations AND D-21 CORPORATE PARK

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

2.8. “DMRC” means Delhi Metro Rail Corporation Limited.

2.9. “Fit-out Period” or “Fitment Period” means the period for carrying out fit out activities in order to operationalize the Licensed Spaces.

2.10. “Interest Free Security Deposit/Performance Security” means interest free amount to be deposited by the Licensee with DMRC as per terms and conditions of License Agreement as a guarantee against the performance of the License Agreement.
2.11. “License” means the grant of License by DMRC to the Licensee to utilize the Licensed Premises under terms and conditions of this RFP Document.

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

2.13. “License Fee” means the amount payable by the Licensee to DMRC against licensing of space as per terms and conditions of the License Agreement along with other payable charges and any kind of Central or State Taxes, local levies, statutory dues, etc. as per prevalent law.

2.14. “License Period” means as described in License Agreement.

2.15. “Licensed Premises” or “Licensed Space” means the space, on “as is where is basis”, to carry out Permitted Activity.

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

3. Objective and Scope

Objectives of License Agreement are set herewith:

a). Licensing of space in DMRC network at New Delhi, Shivaji Stadium and D-21 Corporate Park on Airport Express Line in CTER room/Data Centre room for placement and operation of telecommunication equipment for providing leased Line internet services at New Delhi, Shivaji Stadium, and D-21 CORPORATE PARK of DMRC to the enterprises customers as per terms and conditions set forth in the RFP document.

b). To augment non-operational revenue of DMRC through Licensing of Space.

3.1. Scope-

Notwithstanding anything stated herein, the license in respect of the Licensed Premises granted under this Agreement is only for Placement and Operation of telecommunication equipment for providing leased Line internet services at New Delhi & Shivaji Stadium metro stations and D-21 CORPORATE PARK of DMRC. The Licensed Premises shall be provided to Licensee to carryout Permitted Activity as per terms and conditions of this Agreement.

a) Licensee shall provide Leased Line internet services to the DMRC clients at New Delhi & Shivaji Stadium, and D-21 CORPORATE PARK of DMRC Space have been Licensed to commercials clients at above metro stations of Airport Lines for offices and other purpose. These clients’ need leases line internet service. In addition to Airport Line, D-21 CORPORATE PARK is commercial hub close to IGI Airport and Dwarka sub city. DMRC have Licensed appx 5500 Sqm commercials space to its various clients for offices purpose. Besides this, approximately 14000 Sqm space is available for leasing out and tender for the same is under process. These clients require leased line internet service for their day to day official work. With the leasing of available space the volume of business for services is likely to expand for internet services at D-21Corporate park.

b)  The Licensee will be Licensed with 1.0 sqm space inside CTET/CTER Room as detailed at Annexure-10.1, for use by Licensee for placement and operation of equipment for providing leased line internet services (except Wi-Fi) at New Delhi & Shivaji Stadium metro stations and D-21 CORPORATE PARK to DMRC Property Business clients.
a) DMRC shall lease one pair of optical Fibre laid by DMRC between New Delhi metro station and D-21 Corporate Park if required by Licensee, at applicable charges and GST thereon in the RFP.

b) The DMRC Leased Optical Fibre between New Delhi and D-21 Corporate Park shall be used by Licensee only for Leased Line Internet to be provided to DMRC commercial Clients at New Delhi & Shivaji Stadium metro stations and D-21 CORPORATE PARK of DMRC. If at any stage, it is found that the Leased fibre between New Delhi and D-21 Corporate Park is used by Licensee for any other purpose not covered under scope of this Tender, it shall amount to breach of contact.

c) The above scope of work is hereinafter referred to as “Permitted Activity” subject to the terms and conditions specified in the RFP Document/Draft License Agreement and the guidelines stipulated herein in relation to the Permitted Activity.

d) The Licensee shall pay a fixed amount of monthly License Fee and other charges along with applicable taxes, quarterly in advance, as per the terms of this Agreement to DMRC.

e) The sites shall exclusively belong to the DMRC, without creating any right, title or interest of whatsoever nature in the said Licensed Premises in favour of the Licensee.

f) The Licensee shall ensure compliance with permissible radiation limits as laid down by Municipal Corporation / State Government / Department of Telecommunications etc from time to time.

g) The Licensee shall be responsible for obtaining necessary permissions from Department of IT/Telecommunications (DOT) and comply with all the guidelines issued by DoT from time to time. Any Law/Instruction issued by local authority, in this regard, shall also be adhered to.

h) The Licensee shall first utilize the telecommunication infrastructure/ optical fibre of DMRC on commercial terms whenever technically feasible with prior approval of DMRC before considering alternate facilities.

i) Licensee shall interface with Civil/Electrical/Signal & Telecom etc during execution of work. Licensee shall also attend progress review meeting held at site offices on regular basis.

j) After completion of work, as built-up drawings shall be submitted to DMRC.

k) The Licensee shall use its own network of cable from Data Centre room to premises of different clients for providing Internet services. Cable tray charges shall be applicable as per clause 8.2 of the Draft License agreement.

3.3. The Licensee hereby covenants as follows:-

a. Licensee hereby assumes responsibility for providing leased Line Internet services (except Wi-Fi) to DMRC clients at New Delhi & Shivaji Stadium and D-21 CORPORATE PARK of DMRC by Placement and Operation of telecommunication Equipment. The Licensee shall design, procure, manufacture, fabricate, install, commission, manage, operate and maintain the Licensed Premises as specified in this Agreement at its own cost. All the locations and designs proposed by the Licensee are subject to approval by DMRC with regard to operational feasibility, aesthetics and safety & security concerns.

b. Licensee irrevocably agrees to make all payments including License Fee as per this Agreement as and when due, without delay or demur and without waiting for any formal advice from DMRC in this regard.
c. The Licensee confirms having examined the potential location at said Metro location in detail and fully understands and comprehends the technical requirements for Permitted Activity. The Licensee also confirms full satisfaction as to the business viability of licensing premises at the Metro Sections and hereby voluntarily and unequivocally agrees not to seek any claim, damages, compensation or any other consideration, whatsoever on this account. Licensee also confirms having made independent assessment of present and future market potential and no future claim what so ever regarding change in market circumstances shall be used by it as an alibi or excuse for non-payment of License Fee and other amounts due to DMRC under this License Agreement.

d. Licensee shall also adhere to:-

   i. Procedure of DMRC regarding release of electric supply and specification of materials to be used for electric supply, Air-conditioning work, Fire Protection System, Fire NOC as detailed at Annexure-10.4.

   ii. Fire retardant Material for renovation/ refurbish of premises as per Specification at Annexure-10.2

e. That DMRC and Licensee represent and warrant that they are empowered, authorized and able to enter into this Agreement.

3.4. Licensee shall be responsible for the following activities:-

a) The Licensee shall operate the Licensed Space for providing leased line internet services (except Wi-Fi) by Placement and Operation of telecommunication Equipment. The Licensee shall submit the design/ layout of the location of placement of equipment along with other relevant details. DMRC shall consider the plan with respect to aesthetics, operational feasibility, and safety & security concerns. If the (part of) plan is not approved by DMRC, Licensee is required to submit revised plan for approval. All further modification/ revision in plans are required to be approved by DMRC.

b) Designing of all units / structures to complement station architecture design for installation of telecommunication equipment.

c) Procurement, fabrication, installation & erection of equipment. The equipment inventory shall be within the Licensed Premises only. Licensee shall prepare the plan for approval from DMRC.

d) Appoint competent nodal officer to interact with concerned DMRC representative to bring clarity in understanding of spaces, coordinate and implement decisions taken.

e) Operate, manage and maintain the entire Licensed Premises.

f) Obtain all approvals, permits, etc. from all competent and required authorities, including different tiers of government, statutory, local, civic authorities, Department of Telecommunications (DoT) etc. at its own cost.

g) Comply with all statutory requirements in connection with License Agreement.

h) Ensure regular and timely payments of all amounts due to DMRC and discharge all obligations as per License Agreement.
i) Payment of all statutory taxes, local levies, statutory dues including GST, etc. as and when due.

j) GST (presently 18%) and any other surcharge thereon, as applicable from time to time, shall also be additionally paid by the Licensee. Payment of all statutory taxes, local levies, statutory dues, etc. (except property tax which shall be borne by DMRC) as and when due shall also be paid by the licensee.

k) Licensee shall also adhere to procedure of DMRC regarding release of electric supply and specification of materials to be used for use of electric supply, Air-conditioning work, Fire Protection System, Fire NOC as detailed at Annexure-10.4 and Material Specification for renovation/refurbish of Licensed Premises as per Annexure-10.3

l) A joint checking of services of Licensee shall be carried out by DMRC team on bi-monthly basis and in case of any shortfall in the services, a token penalty of Rs. 5000/- shall be imposed on the Licensee.

m) If at any stage, it is found that the leased optical Fibre between New Delhi and D-21 Corporate Park is used by Licensee for purpose other than scope of this License agreement, a penalty amounting to Rs. 1,00,000/- (Rs. One Lakh) shall be imposed per instance per Station/Location.

n) Licensee has to submit block diagram of network & technical specification of equipments to be used before implementation of work.

o) DMRC telecom network and tetra network must not to be affected in any case by the network of Licensee. Before commencement of licensee services, initial testing is to be done for any interference with DMRC network.

p) Licensee shall submit block diagram of network & technical specification of equipments to be used before implementation of work. All cables used to be of FRLS2ZH type.

q) The licensee shall invariably provide the services as per terms and condition of this tender for the DMRC’s clients operating at New Delhi, Shivaji stadium metro stations and D-21 Corporate Park of DMRC unless any clients has discontinued to avail the services. Any change/ terms of plan for services should be uniform to all the customers and are to be informed to DMRC. The Licensee must provide terms of plan as per prescribed guidelines/limits to DOT/TRAI/telecom commission etc. the licensee shall ensure that any agreement or understanding executed between Licensee and licensee’s customers shall strictly adhere to compliances of this license agreement executed between DMRC and Licensee.
4. **Disclaimer**

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

4.2. The Licensee acknowledges that prior to execution of this Agreement; it has carefully assessed business prospects from providing internet service that it will be fully responsible for all its assessment in this regard.

4.3. The Licensee confirms having seen / visited / assessed the identified locations and fully understands and comprehends the technical, financial, commercial and investment requirements.

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

5. **Licensed Premises:** DMRC hereby agrees to provide space of 1.0(one) sqm of its premises inside CTER Room/Data Centre Room at New Delhi, Shivaji Stadium metro stations and D-21 CORPORATE PARK of Airport express line on license basis to the Licensee solely for Placement and Operation of telecommunication Equipment for Providing leased Line Internet service. The space inside CTER/Data Centre is also shared by other Telecom Operators. Additional space may be provided to the Licensee based on availability and feasibility at the sole discretion of DMRC. Additional space may be provided to the Licensee based on availability and feasibility and at the sole discretion of DMRC. In case of handing over of additional area no fitment period shall be provided. Interest free security deposit/performance security shall also be updated for the additional area within 15 days from the date of handing over of additional space. The tenure of such addition area/location shall be co-terminus with the License Agreement. Additional area up to 25% of tendered area and within fitment period shall be provided on pro rata basis of prevailing licensee fee. Additional area beyond this time frame of fitment period and/or more than 25 % of tender area the same shall be allocated at negotiated/market rate. The Licensed Premises shall be only for permitted activity.

6. **Permitted Activity:** Licensee shall provide Leased Line internet services at station area of New Delhi, Shivaji Stadium metro stations and D-21 CORPORATE PARK of DMRC for use.

7. **Tenure of License**

7.1. The Licensed Premises shall be handed over for installation telecommunication equipment for providing leased line internet services within 07 days from the date of signing of License agreement as stipulated in Letter of Acceptance.

7.2. Commencement Date- License Agreement shall commence from date of first handing over of location at New Delhi & Shivaji Stadium metro stations and D-21 CORPORATE PARK.

7.3. License Agreement shall be valid for a period of 6 (Six) years subject to lock-in period of 2 years starting from the Commencement Date of the license agreement unless otherwise terminated as provided in Termination clause. The License period of six(6) may be further extended by three(3) years on satisfactory completion of the License period of six(6) year and on mutually agreed terms and condition/negotiated rate.

7.4. The tenure of License for any additional space or location handed over subsequently shall be co-terminus with the station/space handed over in first lot.
7.5. In case of successful completion of the full term of the License period i.e. 6 (six) years of License Agreement, Interest Free Security Deposit/ Performance Guarantee of the Licensee shall be refunded after adjusting the outstanding dues, if any.

8. License Fee

8.1. **Commencement of License Fee:** License Fee shall commence immediately after fitment period of 30 days (i.e. w.e.f 31st day of date of handing over of sites) Fitment period shall commence from date of handing over of the Licensed Premises. The Licensee shall complete its fitment in all respects within this specified fitment period. The License Fee shall commence immediately after the expiry of fitment period of 30 days.

8.2. The Licensee shall pay to DMRC, on quarterly basis in advance, all payments required as per details and rates indicated in the table below-

<table>
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<tr>
<th>Sr</th>
<th>Item</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>License Fee for 1.00(one One) Sqm Space in CTER/Data Centre room</td>
<td>Rs. XXXXXXX/- Per sqm/Location/month (Accepted rates of Selected Bidder) +GST as applicable (presently 18%)</td>
</tr>
<tr>
<td>2.</td>
<td>Maintenance Charges for Space</td>
<td>Rs. 3473/- per station/Location per month.</td>
</tr>
<tr>
<td>3.</td>
<td>Cable Tray Charges</td>
<td>Rs. 1,764/- Per Location Month +GST applicable (Presently 18%)</td>
</tr>
<tr>
<td>4.</td>
<td>Refundable Electrical Consumption deposit (interest free)</td>
<td>Rs.1,500/KVA</td>
</tr>
<tr>
<td>5.</td>
<td>Energy consumption charges (Energy consumption as per installed Energy Meter)</td>
<td>Rate of electricity for temporary or permanent electrical connection shall be charged as per concerned DISCOM prevalent tariff orders issued by DERCC</td>
</tr>
<tr>
<td>6.</td>
<td>Leasing of one pair Optical Fibre including maintenance charges (OFC) between New Delhi and D-21 Corporate Park.(if Applicable)</td>
<td>Rs. 2781/- per Km / per location+ GST</td>
</tr>
<tr>
<td>7.</td>
<td>Linking of optical fibre with equipment (if applicable)</td>
<td>Rs. 5618/- per location per month +GST</td>
</tr>
</tbody>
</table>

* For provision for a new cable tray route as per specific requirement of the licensee, full cost of cable tray lying shall be charged from the Licensee.

8.3. DMRC shall license one pair of Optical Fibre, as per availability, and feasibility to licensee on demand on applicable rates + GST per Km per month.

9. Payment Terms:

9.1. The License Fee and other dues shall be payable quarterly in advance to DMRC, by the last working day of previous running quarter. However, the first quarterly License Fee shall be paid before expiry of fitment period of 30 days from the date of handing over. License Fee shall be charged on the actual area handed over to Licensee subject to minimum area of 1.00 (One) sqm.
9.2. The License Fee and maintenance charges of space in CTER Room/Data Centre room, cable tray charges and any other charges like charges for leasing of OFC and linking of optical Fibre shall be escalated & increased by 5% on completion of every one year of License period on compounding basis.

9.3. The Licensee voluntarily and unequivocally agrees to make all payments to DMRC as may be due before the due date, without waiting for any formal advice from DMRC.

9.4. The reconciliation of License Fee and other dues shall be carried out annually. Based on reconciliation, the adjustment of License Fee payable to DMRC shall be carried out along with payment of quarterly License Fee.

9.5. The payment of dues should preferably be made/credited by RTGS/NEFT/pay order mode to DMRC designated account. The details for DMRC’s account for e-payment have been provided separately. Licensee may submit the dues in the form of Demand Draft in favour of DMRC Ltd. drawn on a scheduled commercial bank payable at Delhi/New Delhi.

9.6. Non-payment of License Fee and other dues.
   a) Non-payment of License Fee and other dues within the prescribed date shall constitute Material Breach of Contract and Licensee’s Event of Default under this Agreement and shall entitle DMRC to terminate the License Agreement as per provisions stipulated in this Agreement. Besides, the Licensee shall pay an interest of 18 percent per annum on the amounts of License Fee and other dues payable remaining outstanding after the due date and falling in arrears. Interest shall continue to accrue on compounding on monthly rolling basis until the License Fee and other dues are finally paid. Such interest shall be charged on outstanding dues for the actual day(s) of delay in payment.
   b) Licensee shall periodically advise the details of payments made to DMRC. In the case of non-submission of such details, initially Third party dues i.e. statutory dues / liabilities shall be settled (mandatory liabilities of DMRC), then others dues / liabilities like electricity, OMC etc, and lastly License Fee shall be accounted for.
   c) The Licensee agrees voluntarily and unequivocally to make all payments as may be due before the due date, without waiting for any formal advice / invoice from DMRC.
   d) In case payment is not made by due date, a 15 day notice to cure the Licensee’s Event of Default shall be issued. In the event of Licensee failing to cure the Default, DMRC shall be entitled to terminate the License with 30 day notice and shall be free to forfeit Interest Free Security Deposit/Performance Security after adjustment of all dues what so ever and take such other action available to it under this Agreement and as per Law. The utilities being provided to the Licensee may be disconnected after 15 days of termination notice if the Licensee fails to deposit the outstanding dues.
   i. Any representation or any request by the Licensee in this regard shall only be entertained only if the Licensee deposits 100% dues as per issue / demand within 15 days of issue of Licensee’s Event of Default Notice, along with a written request in the matter. The utility services including electric supply to the Licensed Premises shall be discontinued on the 16th day of issuance of notice.
   ii. The Licensee shall vacate the Licensed Premises within 30 days of termination of this Agreement. A certificate from concerned Station Manager in proof of Licensee having vacated the Licensed Premises will be required to be submitted by the Licensee. Any claim of vacation / non-vacation without the endorsement of Station Managers shall not be entertained.
iii. Interest Free Security Deposit/Performance Security shall be forfeited on termination of contract after adjustment of all the dues what so ever. Balance outstanding dues, if remaining after adjustment of outstanding dues from interest free Security Deposit / Performance Security, shall also be recovered from the Licensee.

9.7. In no case, payments shall be allowed to remain outstanding for a period of more than 60 days. If at any stage, the dues remain outstanding for the period of more than 60 days, this license Agreement shall stand automatically terminated without giving any notice to the Licensee and Interest Free Performance Security shall stand forfeited as per provision of the license agreement

9.8. In case of non-vacation of Licensed Premises within stipulated period after termination on account of non-payment of License Fee and other dues, the Licensee voluntarily agrees to permit the Licensor “to disconnect all utility services including electric supply to the Licensed Premises and to seal the Licensed Premises & seize the licensee’s establishment at 0(zero) net value & free to dispose off the same in any manner.. The Licensee agrees voluntarily and also undertakes not to seek any claim, compensation or any other consideration whatsoever, which may arise due to such disconnection and sealing by the Licensor.

10. Interest Free Security Deposit / Performance Security

10.1. The Licensee/selected bidder shall submit Interest Free Security Deposit / Performance Security to DMRC equivalent to Annual (12 months) License Fee of space and leasing charges for optical Fibre applicable for final year of the License Agreement and based on area under possession of Licensee and as per quoted rate/per sqm/month as on date of submission of Interest Free Security Deposit/ performance security. In case of subsequent handing over of additional area enhanced at the request of the Licensee, Interest Free Security Deposit shall be enhanced and updated as per updated area under possession of Licensee. The interest free security deposit is accepted in the form of DD/PO only. Accordingly interest free security deposit shall be paid in the form of DD/PO only in favour of DMRC Ltd. drawn scheduled commercials Bank & payable at Delhi/New Delhi.

10.2. The interest free security deposit shall remain unchanged for variation of (+/- ) 25% in the tender area of 1.00Sqm / location.

10.3. In case of Joint Venture/Consortium, the Interest Free Security Deposit/Performance Security shall be submitted in the name of the JV/Consortium. However, splitting of the Interest Free Security Deposit/Performance Security (while ensuring the Interest Free Security Deposit/Performance Security is in the name of JV / Consortium) and its submission by different members of the JV / Consortium for an amount proportionate to their percentage stake in joint venture/Consortium is permissible/ acceptable.

10.4. DMRC reserves the right for deduction of DMRC’s dues from Licensee’s Interest Free Security Deposit for: -

a) Any amount imposed as a fine by DMRC for irregularities committed by the Licensee.

b) Any amount which DMRC becomes liable to the Government/Third party due to any default of the Licensee or any of his director/ employees/ representatives/ servant/ agent, etc.

c) Any payment/ fine made under the order/judgment of any court/consumer forum or law enforcing agency or any person duly empowered in his be One.

d) Any outstanding payment/ claims of DMRC which remain due after completion of relevant actions as per agreement.
10.5. Once the amount as above is debited, the Licensee shall replenish the Security Deposit / Performance Security to the extent the amount is debited within 15 days period, failing which, it shall be treated as Licensee’s Event of Default.

11. **Taxes and Other Statutory Dues**

11.1. GST and surcharge thereon, as applicable from time to time, shall also be additionally paid by the Licensee. (Presently @ 18%)

11.2. The property tax on the property of DMRC and MCD tax, if applicable shall be borne by DMRC.

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

11.4. Payment of stamp duty on agreement, if any, to be executed in pursuance of this agreement shall be borne by Licensee.

11.5. Appropriate Charges towards insurance of the said Licensed Premises throughout the License Period including third party insurance.

11.6. Registration of License agreement: The Registration of License Agreement of respective schedule should be done within 30 (thirty) days of signing of License Agreement of respective schedule by the successful bidder/licensee (registration fee, stamp duty etc to be fully borne by the successful bidder/licensee) and the duly registered documents are to be submitted to DMRC individually for records. Any amendment in the contract/license agreement, if required to be registered, shall also be registered within 30 (thirty) days from the date of amendment and duly registered documents shall be submitted to DMRC for record. In case the registration of the License agreement/amendment is not done within 30 (thirty) days of signing of license agreement/amendment, it shall be treated as “material breach of contract” in terms clause number of 16 of draft License agreement. The successful bidder/licensee shall be given 30 (thirty) days time to cure the default to the satisfaction of the DMRC within the cure period. DMRC may terminate the license agreement of respective schedule after the expiry of cure period duly forfeiting the interest free security deposit/performance security and any other amount paid by the successful bidder/licensee.
12. Regulations for Preparation and Utilisation of Licensed Premises-

12.1. ‘As is where is basis’: The Licensee shall be licensed with the said Licensed Premises, equipment, installations, fittings and fixtures on ‘as is where is basis’ and the Licensee shall not make any additions or alterations in the Licensed Space, installations including electric installations and wiring without the prior permission of DMRC in writing and when permitted by the DMRC the said additions and alterations shall be carried out by the Licensee at their own cost and they shall not be entitled to any compensation for any additions carried out by them in the Licensed Premises and the same shall vest in DMRC. The Licensee shall install its own fixtures and equipment in the said Licensed Premises after duly obtaining all necessary approvals from the Licensor, permissions and licenses from the Municipal Corporation, DOT and such other Statutory Authorities at its own cost and expense.

12.2. Licensee shall prepare and submit the design/layout plan of placement of Equipment for approval of DMRC. DMRC shall consider the approval in accordance with procedure given in Regulations for Preparation and Utilisation of Licensed Premises of this Agreement. The Licensee shall submit Layout plan of space showing placement of equipment for approval of DMRC before installation of equipment at the Licensed Space.

12.3. Approval of Plan: All the sites proposed by the Licensee in the plan shall be subject to approval by DMRC with regard to
   a) Structural stability,
   b) operational feasibility,
   c) aesthetics,
   d) Safety & security concerns.

12.4. In this regard, the layouts/designs of the licensee shall be checked by DMRC and upon approval, permission shall be granted for installation of equipment.

12.5. If the plan does not conform to the requirement of this Agreement, DMRC may reject the plans / proposals, duly specifying the reason(s) thereof. In such case, Licensee shall resubmit its plan/proposal after incorporating necessary modification for approval. In this regard, the layouts/designs of the licensee shall be checked by DMRC and upon approval, permission shall be granted for installation of equipment.

12.6. Alterations and Renovations: -
   a) The Licensee will be allowed to carry out any alterations or renovations within the said Licensed Premises but without altering or damaging the main/shell structure of the said premises. The Licensee shall need to take prior written approval from DMRC through a written notice prior to commencement of any alteration works and if necessary DMRC reserves the right to ask for and review the renovation plan/drawings before providing consent.

   b) The Licensee shall be responsible for the costs of removing debris from the Licensed Premises and will be responsible for all damage to the common areas of the complex like flooring, lift cars etc. during the process of alteration. Any special cleaning or drain clearance necessary as a result of the alteration works and any other costs incurred by DMRC including any extra security costs, which are caused by, or in connection with, the works will also be to the Licensee’s account. The occupant will have to bear the cost of the damage plus service charges. However before incurring any such costs the occupants will be briefed on the requirements by DMRC.
12.7. If any approval is required to be taken from any local authority for installation of such telecommunication equipment, the same is the sole responsibility of the Licensee. Licensee shall be responsible to obtain any or all permission and/or clearances from any/all authorities, governmental or otherwise and DMRC shall not be liable or responsible for any of the act or omissions committed on the part of the Licensee.

12.8. In case of any damage to DMRC property during installation, for actual costs whatsoever for restoration to its original position will be recovered from the Licensee and same will not be challenged in whatever manner.

12.9. The Licensee shall at their own risk and cost prepare the cable trays and clamps etc where such provision is not available. No claim or compensation on this account will be entertained by the licensor.

12.10. All the equipment must be placed within the licensed premises only.

12.11. Licensee shall ensure that Licensee and its employees or other persons involved in the execution of the work does not in any way impinge on the safety and security of metro operations, safety & convenience of commuter, safety of metro properties and its assets. Any physical damage or injury to the commuters or passer-by due to lapses on the part of the Licensee shall be the sole responsibility of the Licensee only and DMRC will have no legal obligations or liability towards the injured. In case of serious accident caused due to negligence of the Licensee, resulting in injury, death to commuters or DMRC employees or loss to DMRC property, it shall constitute Material Breach of Contract and considered Licensee’s Event of Default that shall entitle DMRC to terminate this license Agreement with 30 days written notice.

12.12. Access to Licensed space for the purpose of placement and installation of equipment and its maintenance shall be regulated by the office of the General Manager/Property Business and the Licensee is required to take necessary permissions in this regard from the office of General Manager/Property Business as per extant policy of DMRC. It is clarified that the permission to the Licensee shall not be unduly denied.

12.13. Licensee shall ensure that equipment installed does not interfere with the sensitive electronic equipment installed inside the station and tunnel by DMRC including TETRA based train radio system. If any interference is noticed, than the Licensee shall take all necessary steps at his own risk and cost to remove such interference. Failure to do so within a period of 2 (two) working days authorizes the Licensor to take all necessary steps to prevent this interference at the risk and cost of the Licensee. In addition a penalty of Rs. 5000/- for each occasion of interference may be imposed by the Licensor. Test reports and any other supportive documentation as may be required/ requested by DMRC, will have to be supplied immediately. A clearance certificate has to be obtained from the signal and telecom department of DMRC to this effect.

12.14. Solid Waste or waste: - A separate area may be earmarked within the Licensed Premises for the purpose of storage, which has proper system for extrication pollutants and waste materials. The Licensee shall have to make arrangements for disposal of solid waste, which will be got removed from the Licensed Premises on a daily basis to ensure perfect cleanliness. The Licensee shall have to make arrangements for the solid waste to be separated into glass, plastic and food waste and for the food waste to be treated in a shredder to be converted into a paste. The waste will need to be expelled into a common dump or waste area provided /indicated by DMRC. If solid waste is found disposed off on DMRC land or Licensed Premises a penalty/fine of Rs. 5000/- will be imposed by DMRC for each occasion.
12.15. No advertisement/branding in any format shall be allowed. If at any point of time, Licensee is found to be advertising at any location in any format, a penalty of Rs 25,000/- per location per instance shall be imposed on Licensee. In case of second such instance the penalty will be doubled. However, Licensee can put a signage of size 1.5 ft X 3 ft at any location in its Licensed Space only showing generic name of the Licensee. The signage may be illuminated or non-illuminated at the Licensee’s option. The Licensee shall need to obtain a prior written approval from DMRC before putting up any form of signage. DMRC reserves the right of refuse or to suggest an alternate to the same. The signage shape and location etc. shall be subject to architectural controls that may be issued by DMRC.

12.16. The Licensee shall submit details along with contact details of his authorized representative(s) which shall be available at the Metro Station(s), at a short notice, for inspection of spaces including measurement of area, failing which inspection done by DMRC official(s) shall be final and binding to the Licensee.

12.17. Licensee shall at its own expense and cost employ/engage suitable personnel for providing efficient services in respect of storage and operation of the said products and services in the said Licensed Premises.

12.18. Licensee shall appoint a Manager/ Supervisor whose scope of services shall be as follows;

   a) Supervise the operations in the said Licensed Premises.

   b) They shall be responsible for cleanliness and hygiene in the said Licensed Premises and to ensure that the services are conducted in a clean, proper and efficient manner.

   c) Employ and engage as their own employees, trained, skilled and qualified staff and endeavour to maintain and provide services to full satisfaction and to pay their wages and salaries regularly and promptly.

   d) Ensure that fire detection and suppression measures were installed inside the Licensed Premises and kept in good working condition. The Fire Office/authorized personnel of the Licensor shall have unfettered access to the said Licensed Premises, for inspection/checking of fire detection and suppression measures etc. The instructions issued by the Licensor’s fire officer shall be obeyed fully without any demur. Any costs associated with carrying out the instructions of the fire officer/authorized personnel of the Licensor shall be borne solely by the Licensee.

   e) Licensee should ensure that all electrical wiring, power outlets and gadgets are used and maintained properly, for guarding against short circuits/fires. The Licensee should also ensure that all notified statutory provisions and standards are observed in this regard.

12.19. DMRC’s covenants and represents that it has good and marketable title to the said Licensed Premise, free and clear of all liens, claims, mortgages or deeds of trust affecting the Licensee’s use of the Licensed Premises, or the rights granted to the Licensee hereunder:

   a) DMRC covenants and represents that it has full and complete authority to enter into this License Agreement under all terms, conditions and provisions set forth in the agreement, and so long as the Licensee keeps and substantially performs each and every term, provision and condition contained in this Agreement, the Licensee shall peacefully and quietly enjoy the Licensed Premises without hindrance or disturbance by DMRC or by any other person claiming by, through or under DMRC.
b) That on the Licensee paying the License Fee hereby reserved and observing and performing the several covenants and stipulations on its part and the conditions herein contained shall peacefully hold and enjoy the Licensed Premises throughout the License Period without any interruptions by the DMRC or by any person or persons claiming through under or in trust for him.

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

12.20. The Licensee voluntarily and unequivocally agrees to provide unfettered and unconditional access to the Licensed Premises for security/fire checks by security/fire officers of the Licensor and also agrees to comply with all directives as may be given from time to time by the security/fire officers of the Licensor. Non-compliance may be treated as Licensee’s Event of Default.

12.21. Licensee shall install equipment and its fixtures conforming to international standards of high quality as per guidelines of DOT, TERM, etc.

13. **Maintenance and Repair of Licensed Premises**

13.1. Licensee shall keep and maintain the Licensed Premises in neat, clean condition and in safe & sound manner during all the time of License Period as required by the DMRC O&M administration/municipal authorities. Any defective, weak or corroded structure should be replaced immediately with new proper structure after due certification from reputed agency. In case of any incident / injury caused by equipment or installations due to error / omission attributable on the part of Licensee, the Licensee shall be responsible for all compensation. Ensure that fire detection and suppression measures installed inside the Licensed Premises are kept in good working condition.

13.2. Licensee shall bear the cost of minor day-to-day repairs and maintenance. All major repairs, attributable to DMRC due to inherent constructional defects in DMRC structure, shall be the responsibility of DMRC. If the major repairs or maintenance required to be carried out by DMRC are not carried out within reasonable time, the Licensee will have the right to get the needful done and deduct the cost thereof from the amount payable to DMRC.

13.3. The Licensee shall carry out all checks and maintenance or repair works with adequate advance notice in such a planned manner that there is minimal disruption of the operations of the Station.

13.4. Licensee shall be at liberty on the termination of this License to remove or take away such fixtures, fittings and electric appliances installed by it upon leaving the Licensed Premises, as far as possible, in the same conditions structurally, reasonable wear and tear and acts of God and nature excepted.

13.5. The said Licensed Premises, which have been handed over to the licensee under this agreement, shall be kept in good condition and maintained properly by the licensee at their own cost. If the property is not handed over in good condition as required under this agreement, DMRC reserves the right to seek exemplary damages and indemnification.

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

a) Any staff of Licensee found in drunken condition / indulging in bad conduct.
b) Any staff of the Licensee found creating nuisance on duty

c) Improper maintenance & defacement of the Metro Property.

d) Dishonour of drafts and PO given by Licensee in favour of DMRC.

e) Misbehaviour with staff and commuters of DMRC.

f) Not following safety and security norms as may be indicated by authorized representative of DMRC.

13.7. The amount of penalty shall become double the specified amount after three years from the date of commencement of License Agreement.

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

14. **DMRC’s Infrastructure/ Facilities**


a) Electricity supply will be provided as per terms and conditions indicated in Annexure – 10.4. The Licensee shall bear the amount of all the bills/costs for the electricity that may be consumed due to the operation of equipment in the spaces licensed under this license agreement. Licensee shall use energy efficient equipment. Licensee shall follow the I.E. Rules, Acts for safety of equipment, public & Staff.

b) Rate of electricity chargeable from Licensee shall be at the rate at which Electricity Company/Distribution Company/Agency would levy on such a customer, had he obtained supply directly from Electricity Company / Distribution Company /Agency. DERC policy and Electricity Act (as amended from time to time) shall be applicable. The Licensee shall make provision of TOD meter as per DERC guidelines.

c) All fittings/erections including electrical cabling, calibration and installation of Pre-Paid Energy Meters, electrical MDI/TOD, etc. are to be installed as per DMRC’s specifications.

d) DMRC may provide electricity at one point from the panel installed at ASS Room of station. All works related to fixing/connection of requisite MCB/MCCB in existing bus bar and further distribution along with electrical energy meter on payment of required charges as specified in Annexure-9.4. The Licensee may also undertake electrical works for extension of power from nominated source under DMRC supervision and complying all codal provisions & DMRC specifications. The Licensee shall follow the provisions stipulated in “Rules and Guidelines for Release of Electric Power” (Annexure-9.4) as amended from time to time.

e) In case of restricted availability of power supply/breakdown, the station power requirements would get first priority and this may result in restriction/restoring of power supply to the licensee in such situations. In such situations or any supply disruptions due to strikes of employees, breakdowns of machinery and plant, lockout, failures of incoming supply of DMRC or such causes where the supply of DMRC is affected by a cause or causes over which DMRC has no control, DMRC shall not be liable for any claims for loss, damage or compensation whatsoever, arising out of failure of supply due to any of the afore mentioned causes.

14.2. **Water & Drainage facility**: - No water and drainage facility will be provided by the DMRC.

14.3. **Telephone**: DMRC may give permission for installation of cables for telephone/telecommunication equipment subject to technical feasibility.
14.4. **Parking:** - The parking facilities provided as part of the Station parking may be used and all charges, fees and rules will apply as applicable to the general public and the commuters.

14.5. **Encroachment:** - The Licensee will strictly not encroach upon common areas / circulating areas or any other space, and restrict his operation to within the arealicensed. If any encroachment has been found at any location, the license fee of such encroached area shall be charged at double the rate of license fee applicable on that date from the date of previous inspection on which the space was found as per approved plan or date of handing over, whichever is later and shall be charged till a vacation certificate of that encroached area from the concerned Station Manager or his authorized representative is submitted to DMRC or the encroached space is got approved from the DMRC, whichever is later.

14.6. **Re-connection Charges:** - The licensee voluntarily agrees to make all payments as may be demanded by the Licensor towards reconnection of utilities including electricity supply which may have been disconnected by the Licensor for whatsoever reasons. The Licensee undertakes not to seek any claim, compensation, consideration or damages due to such disconnection and reconnection.

14.7. **Security Arrangement:** - The Licensee shall ensure safety and security of its equipment installed at the Licensed Premises. DMRC in any case will not take any responsibility and claim and compensation of Licensee shall not be entertained in this regard. However, in the event of any theft/loss of any nature to DMRC properties due to Licensee default the licensee will indemnify and keep indemnified DMRC for any losses on this account.

14.8. **Services Provided by DMRC:** - Reasonable security services for the station building, cleaning, trash removal and washing of the station building premises, Adequate Lighting in the common areas and exterior lighting outside the station building. In the event that any one of the services provided for by DMRC may be interrupted or suspended by reason of accident, repair, alterations, strikes, lockout, and except as hereinafter provided, DMRC shall not be liable to the Licensee therefore, provided however that DMRC shall use its best efforts to restore such services as soon as reasonably possible.

15. **Force Majeure**

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

   a)  Earthquake, Flood, Inundation, Landslide.

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

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


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

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

The License Fee for the portion affected due to Force Majeure shall be exempted for the affected period on pro-rata basis if the period of Force Majeure persists for more than 7 days.
15.2. Such Force Majeure occurrence shall be notified by the Party which is rendered wholly or partially unable to perform any of its obligations under this Agreement because of a Force Majeure occurrence to the other party within 15 days of such occurrence. If such Force Majeure continues for a period of three months, the party notifying the Force Majeure condition may be entitled to, though not being obliged, to terminate this agreement by giving a notice of 7 days to the other party and interest free Performance Security & Security Deposits shall be refunded by DMRC to the Licensee after adjusting outstanding dues, if any.

16. Material Breach of Contract / Events of Default - Following shall be considered Material Breach of the Contract by Licensee resulting in Licensee’s Events of Default:-

16.1. If the Licensee makes any of the following changes in Ownership:
   i. Any change in percentage stake of JV/Consortium by the members without prior written permission of DMRC.
   ii. Dilution of stake of Lead Member in the JV/Consortium below 51% at any time during the License Period.
   iii. Dilution of stake of any consortium member in JV/ Consortium below 15% during the license period

16.2. The Licensee shall maintain the validity of certificates required in Technical Requirements and eligibility criteria of RFP Document during the Tenure of License Agreement, failing which it shall be treated as a Breach of Contract.

16.3. If at any time during the subsistence of the License Agreement, there is non-conformity to the License Agreement or to norms of regulatory authorities, or any time during the License Agreement, the Licensee indicates its unwillingness to abide by any clause of this License Agreement or repudiates the Agreement.

16.4. If the Licensee fails to pay License Fee or other amounts payable by licensee within stipulated period. Even non-payment of one month License Fee will be considered an Event of Default.

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

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

16.7. If the licensee fails to get registration of license agreement amendment of license Agreement at appropriate registration authority within 30 (thirty) days of signing of the license agreement/amendment of license agreement. The Licensee get a 30 days cure period to remedy the default.

16.8. If Licensee is in violation of any Clause of this Agreement and after due written notice from DMRC fails to cure the Default to the satisfaction of DMRC.

16.9. The failure by Licensee to observe or perform any of the covenants, conditions or provisions of the agreement, where such failure shall continue for a period of 15 working days, after receipt of written notice thereof by DMRC to the Licensee, provided however, that if the nature of the Licensees default is such that it cannot be cured solely by payment of money and that more than 15 working days may be reasonably required for such cure, then the Licensee shall not be deemed to be in default if the Licensee shall commence such cure within such 15 day period and shall thereafter diligently process such cure to completion:
16.10. The filing by or against the Licensee of a petition to have the Licensee adjudged bankrupt or a petition of re-organization or arrangement under any law relating to bankruptcy;

a) The appointment of a trustee or receiver to take possession of substantially all of Licensees assets;

b) The attachment, execution or other judicial seizure of all of LICENSEEs assets.

16.11. DMRC’s Remedies: - Upon the occurrence of any event of default under the license agreement by the LICENSEE, then DMRC in addition to other rights or remedies it may have, shall have the right to terminate/revoke the License agreement upon thirty (30) days of written notice to the LICENSEE and also the right, with or without the termination of license, of re-entry upon and taking possession of the Licensed Premises and DMRC may remove all persons and property from the licensed premises; such property may be removed and stored in any other place in the station building or in any other reasonably secure place for the account of and at the expense and risk of the LICENSEE. The LICENSEE hereby shall waive all claims for damages which may be caused by the re-entry of DMRC and taking possession of the Licensed Premises or removing or storing the furniture and property as herein provided and shall save DMRC harmless from any costs or damages occasioned DMRC thereby, and no such re-entry shall be construed to be a forcible entry. DMRC will continue to reserve the right to enter into a separate license agreement for the said premises without any obligations or rights towards the original LICENSEE.

Surrender/ Termination of License Agreement by Licensee:

17.1. If the Licensee is desirous of terminating the license hereby created before expiry of the lock-in period of 2 years, the License Agreement shall deemed to be terminated on the date mentioned in termination/ surrender notice, subject to confirmation by DMRC. In such a case, the balance Interest Free Security Deposit/ Performance Security and advance license fee shall be forfeited in favour of DMRC after adjustment of outstanding dues, if any, payable to DMRC. No grace period shall be provided to licensee in such a case. DMRC may also recover the balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Security, from the other contracts of licensee in DMRC. Balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Security, shall also be recoverable from the licensee before licensee is permitted to remove their establishment(s) or else DMRC will seize their property treating as Zero/Nil value. DMRC shall be free to dispose-off the said property / goods in whatsoever manner as it deems fit. Licensee shall have no claim for compensation or consideration / damages on this account.

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

17.3. If the Licensee is desirous of terminating the license after expiry of lock-in period of 2 years without serving any intimation period or shorter intimation period than 180 days, the agreement shall
deemed to be terminated on completion of such improper intimation period. In such cases, the Interest Free Security Deposit/ Performance Security shall be refunded to the Licensee after adjustment of license fee for period shorter than 180 days (notice period) and outstanding dues, if any. DMRC may also recover the balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Security, from the other contracts of licensee in DMRC. Balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Security, shall also be recoverable from the licensee before licensee is permitted to remove their establishment(s) or else DMRC will seize their property at Zero/Nil Value. DMRC shall be free to dispose-off the seized property / goods in whatsoever manner as it deems fit. Licensee shall have no claim for compensation or consideration / damages on this account.

18. Natural Completion of License Agreement: In case of successful completion of the full term of 6(six) years of the License period, balance Interest Free Security Deposit of the Licensee shall be refunded after adjusting the outstanding dues. If, balance outstanding dues are more than Interest Free Security Deposit/ Performance Security, shall also be recoverable from the licensee before licensee is permitted to remove their establishment or else DMRC will seize their property at Zero/Nil Value. DMRC may also recover the balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Security, from the other contracts of licensee in DMRC. DMRC shall be free to dispose-off the seized goods in any manner as deemed fit & Licensee shall have no claim for compensation, damages etc on his account.

19. Termination of License Agreement by DMRC:

19.1. Provided that in the event of Licensee’s Event of Default, DMRC shall give to the Licensee 15days time to cure the default prior to considering the events specified therein as Licensee’s events of default and in the event the Licensee remedies the default to the satisfaction of the DMRC within the cure period, the event shall not be considered as a Licensee Event of Default.

19.2. If the Licensee failing to cure the default within 15 days it shall constitute Material Breach of Contract under this Agreement. It shall entitle DMRC to disconnect all utilities provided to the Licensee and to terminate license agreement along with forfeiture of Interest Free Security Deposit after adjustment of dues payable by the licensee to DMRC. No representation of licensee shall be entertained after the expiry of cure period.

19.3. Termination on Operational Ground: On operational ground DMRC reserves the right to partially or fully withdraw any licensed premises by giving three months advance notice. DMRC shall endeavour to provide alternate premises, if available and acceptable to the licensee. However, if licensee is not willing to shift their equipment to the alternate premises due to any reason, the respective premises shall be treated as withdrawn/terminated by DMRC and the respective interest free security deoist shall be adjusted against outstanding in next invoice or refunded after adjustment of outstanding dues in case of termination of agreement. The licensee shall be bound to vacate the premises within given time period at his own expenses. The Licensee voluntarily agrees not to seek any claim, compensation, damages or any other consideration whatsoever on any ground in this regard.

19.4. Termination due to Force Majeure conditions: The License Agreement may be terminated for Force Majeure Reasons as specified in License Agreement.

19.5. If any of the above Material Breach and Licensee Events of Default happens, then:-

a) DMRC, after giving due notice of 15 days to the Licensee to Cure the Default as per other relevant provision of License agreement, shall be entitled to terminate the License Agreement after giving a 30days termination notice. For the avoidance of Doubt, it is clarified
that the cure period available to the Licensee shall be as provided in various Clauses and sub-clauses of this Agreement.

b) In consequent to termination of License Agreement on Licensee Event of Default, the Interest Free Security Deposit/Performance Security shall be forfeited in favour of DMRC after adjustment of all dues what so ever. Balance outstanding dues, if remaining after adjustment of outstanding dues from interest free Security Deposit / Performance Security, shall also be recovered from the licensee.

20. **Upon termination of this Agreement for any reason whatsoever:**

20.1. **Handing over on Termination / Completion / Surrender:** In case of Termination / Completion / Surrender of the License Agreement, the Licensee shall hand over the vacant spaces to concerned Station Manager peaceful vacant possession of all Licensed Premises in the good condition except for reasonable wear and tear and acts of God and nature. Licensee shall remove all the equipment, fixtures, panels, etc. from DMRC premises within 30 days of termination of agreement failing which the Licensee equipments, fixture shall become properties of DMRC at 0(Zero) value. Utility services, including power supply, to the licensed premises shall be discontinued from date of Agreement Termination. If the property is not handed over in good condition as required under this agreement, DMRC reserves the right to seek exemplary damages and indemnification.

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

20.3. The termination of this Agreement shall not release either party from its obligation to pay any sums then owing to the other party nor from the obligation to perform or discharge any liability that had been incurred prior thereto. DMRC may also recover the balance outstanding dues, if are more than Interest Free Security Deposit/Performance Security, from other contracts of licensee in DMRC. Balance outstanding dues, if are more than Interest Free Security Deposit/Performance Security, shall be recoverable from the licensee before licensee is permitted to remove their establishment(s) or else DMRC will seize their property. DMRC shall be free to dispose-off the property / goods in whatsoever manner as it deems fit. Licensee shall have no claim for compensation or consideration / damages.

20.4. Consequent to issue of termination letter, the said premises will becomes free of all encumbrances for re-marketing.

21. **Dispute Resolution**

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

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

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

21.4. **Jurisdiction of Courts**: The Court at Delhi/New Delhi shall have the exclusive jurisdiction to try all disputes between the parties arising out of this agreement.

22. **Miscellaneous**

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

22.2. The Licensee shall comply with all the provisions of Labour Laws & regulation in force including but not limited to the Contract Labour (Regulation & Abolition) Act-1976 including any subsequent amendment thereof and the rules made there under. Licensee shall indemnify DMRC Administration for any loss and damages suffered due to violation of its provision.

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

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

22.5. The Licensee hereby indemnify the DMRC against any loss, damage or part of license liabilities (including attorney’s fees) arising as a result of any act of omission or commission on its part on part of its personnel or/and in respect of non-observance of any statutory requirements or/and non observance of any condition which relates to this agreement.

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

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

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

a) That the Licensee shall not have or claim any interest in the said Licensed Premises as a tenant/sub-tenant or otherwise:

b) That no right as a tenant/sub-tenant or otherwise is purported or intended to be created or transferred by DMRC in favour of Licensee in or in respect of the said Licensed Premises, except to carry out their activities over the granted space under this License Agreement; and

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

22.9. The relationship between DMRC and Licensee under and/or in pursuance of this Agreement is as between Principal and Principal. Consequently, neither party shall be entitled to represent the other and/or make any commitment on beOne of and/or with traders or any other party. Furthermore, no relationship in the nature of Partnership or Association of persons is hereby being created or intended to be created between DMRC on the one hand and Licensee on the other hand in connection with and/or relating to business to be operated by Licensee at the said Licensed Premises.

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

22.11. **Employees conduct:** The Licensee shall ensure that all persons employed behave in an orderly and disciplined manner and that the said employees are prohibited from carrying on any unlawful, unfair activities or demonstrations. The Licensee shall, within 45 days of handing over of the stations, submit the details/Bio data of personnel, it intends to employ/deploy for carrying out the work of equipment installation. The personnel deployed shall be decent, courteous and without any adverse or criminal background. In this connection, Licensee shall be required to furnish declaration to DMRC with respect to all his personnel deployed. Further, within 45 days of issue of LOA, Licensee shall submit police verification report in respect of all its personnel (to be deployed for the work of media installation) to DMRC. All the Licensee’s personnel shall be required to possess ID card while working in DMRC’s premises as per prevailing procedure. Access inside the stations in paid areas shall be through smart cards as per prevailing applicable charges, in addition to the valid ID cards.
22.12. **Misuse:** - The Licensee shall use the granted space under the Agreement only for those services provided therein and shall not use the same for any other purposes. In case, the Licensee carries on any business or uses the said Licensed Premises for any other purposes the Licensee shall be deemed to have been misused and DMRC (Licensor) shall immediately terminate the Agreement. All liabilities for misused charges and misuser proceedings, if so initiated shall be that of the Licensee only. The Licensee shall indemnify and keep indemnified DMRC for any losses on this account.

22.13. **Compliance with the Law:** - The Licensed Premises and the fixtures and the appurtenances thereto (except those installed by DMRC) conform to every applicable requirement of law or duly constituted authority or the requirements of the carriers of all insurance on or relating to the Licensed Premises. The Licensee at its sole risk and expense, at all times during the term thereof promptly comply with all such requirements. The Licensee shall comply with all applicable statutes, ordinances, rules and regulations of central, state governments, municipal bodies, and all applicable rules and also regulations of the Delhi Fire department. The Licensee shall also comply with all rules and regulations under the Metro Railways (Operations and Maintenance) Act 2002 and also to instructions issued from time to time from the O/o Dy-General Manager/Property Business i.e. Property Business Cell, DMRC. Non – compliance with rules/ regulations/ notices and laws may be treated as breach of contract and may lead to termination of contract and forfeiture of interest free security deposit and other payments. Licensee shall comply with and abide by the judgments passed from time to time by Hon’ble Supreme Court / High Court or any other judicial / quasi judicial body / authority. The same shall be the responsibility of Licensee.

22.14. **Transfer:** - The Licensee, during the tenure of this Agreement shall not transfer, assign or part with the Licensed Premises or any portion thereof permanently or temporarily to anybody else and shall not be allowed to take any person to share the accommodation nor in partnership without the prior written permission of the Licensor, nor shall they be entitled to allow any person to occupy the Licensed Premises or to use any part thereof save with the prior permission in writing of the Licensor except otherwise provided in this Agreement.

23. **Notices**

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

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

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

23.4. Only written instructions/ notices of any party shall be entertained by the other party.

In Witness whereof the parties hereto have caused this agreement to be signed in their respective hands as of the day and year first before written.
RFP for Licensing of Space on New Delhi, Shivaji Stadium and D21 Corporate Park of DMRC for Placement and Operation of Telecom Equipment for Providing leased Line Internet Service.

…..-……2018

(……………………..)

FOR AND ON BEHALF OF DELHI METRO RAIL CORPORATION LIMITED

Authorized Signatory.

…..-……2018

FOR AND ON BEHALF OF LICENSEE

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

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

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LICENSEE
### Details of Location

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Station</th>
<th>Area inside CTER/Data Centre Room</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>New Delhi Metro station (AEL)</td>
<td>1.00 Sqm</td>
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<td>2.</td>
<td>Shivaji Stadium Metro Station</td>
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<td>3.</td>
<td>D-21 Corporate Park</td>
<td>1.00 Sqm</td>
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### Material Specification for renovation/ refurbish of premises

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Items/Products</th>
<th>Approved Vendors</th>
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<tbody>
<tr>
<td>1</td>
<td>VITRIFIED TILES</td>
<td>Kajaria</td>
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<td>Euro Tiles</td>
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<td>Oracle Granito Limited (Marbito Vitrified Tiles)</td>
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<td>Nitco</td>
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<td>Items/Products</td>
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| 8      | PU COATED FLOORS             | Action Tesa (Action Buildwell)  
Pergo  
Cipy Polyurethanes  
H C Associates  
Pidilite  
Shalimar Paints  
Sika |
| 9      | GRC PAVING TILES             | Unistone  
Nimco Prefab  
Hindustan Tiles |
| 10     | PAVERS & CHEQUERED TILES     | UniStone Products (India) Pvt Ltd  
CCC Builders Merchant Delhi Pvt Ltd  
Nimco Prefab  
Hindustan Tiles  
Terra Firma (Now Terra Firma GRC & Concrete Industries)  
Nilco  
Hindustan Tiles  
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OrasieGranito Limited (Marbito Vitrified Tiles) |
| 11     | MOSAIC TILES                 | Bisazza (Glass Mosaic Tiles)  
Mirdul Enterprises  
Italia  
Kenzai  
Opio  
Eon Ceramics |
| 12     | EMULSION PAINTS              | ICI Dulux  
Modi Industries  
Acro Paints  
Asian  
Berger  
Nerolac  
Jenson & Nicholson  
Kamdhenu Paints  
Shalimar Paints  
Sherwin Williams Paints |
| 13     | SYNTHETIC ENAMELS            | ICI Dulux  
Acro Paints  
Asian  
Berger  
Nerolac  
Jenson & Nicholson  
Kamdhenu Paints  
Shalimar Paints |
**Approved - vendors – list**

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<td>SP Fabricators Pvt Ltd</td>
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<td>Façade India Testing Inc</td>
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<td>ALUMINIUM COMPOSITE PANEL</td>
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<td>ReynobondMarketed through Kawneer India Stockists</td>
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<td>HECTAFINECONSTECH INDIA PVT LTD</td>
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<td>ALPOLIC (A Mitsubishi product)</td>
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<td>AL STONE INTERNATIONAL</td>
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<td>Aludecor Lamination Pvt Ltd</td>
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<td>Alupan Composite Panels Pvt Ltd</td>
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<td>20</td>
<td>GRC PRODUCTS</td>
<td>UniStone Products (India) Pvt Ltd</td>
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<tr>
<td></td>
<td>(GARC Screen Panels etc.)</td>
<td>Hindustan TERRA FIRMA GRC &amp; CONCRETE Industries</td>
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<td>21</td>
<td>WAX PLASTER</td>
<td>Unitile India Pvt Ltd Oikos India Pvt Ltd Acro Paints</td>
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<td>22</td>
<td>GYPBOARD CEILINGS</td>
<td>Gyproc (Saint Gobain) Lafarge Boral Gypsum India Pvt Ltd</td>
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<tr>
<td>23</td>
<td>CALCIUM SILICATE BOARD</td>
<td>Promat Hilux Acon Pan Aeroline</td>
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<tr>
<td>24</td>
<td>SS MS / GI POWDER COATED CEILING</td>
<td>Hunter Douglas Armstrong Durfum</td>
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<tr>
<td>25</td>
<td>ADHESIVES FOR TILES</td>
<td>Pidilite Araldite (Huntsman Advanced Materials Toyo Ferrous Crete (P) Ltd Sumany Ezy Grout MYKLaticrete Mapei Unistone Ultimate Tile Adhesive</td>
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<td>26</td>
<td>TILE JOINT FILLER</td>
<td>Bal Adhesives and Grouts &quot;Roff Rainbow Tile mate&quot; of Roff Construction Chemicals Pvt Ltd Winsil 20/ malibu-tech Silicon Sealant of GE Bayer Silicone &quot;Zentrival FM&quot; of MC-Bauchemie (India) Pvt Ltd MYKLaticrete Toyo Ferrous Crele (P) Ltd Mapei Unistone Super Grout</td>
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<td>27</td>
<td>POLY SULPHIDE SEALANTS</td>
<td>Pidilite STP Limited Sika CICO BASF FOSROC SWC</td>
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<tr>
<td>28</td>
<td>SILICONE SEALANTS</td>
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<td>29</td>
<td>SILICON WATER REPELLENT SOLUTION</td>
<td>GE Bayer Silicones Metroark STP Limited</td>
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### Approved - vendors – list

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<td>30</td>
<td>POLYURETHANE SEALANTS</td>
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<td>SIKA</td>
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<td>PLYWOOD</td>
<td>DuroplySharda Ply Wood Industries</td>
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<td>Green Ply wood</td>
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<td></td>
<td></td>
<td>Virgo Lam (M/s Virgo Industries - Virgo Plywoods Ltd)</td>
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<tr>
<td></td>
<td></td>
<td>SwastikPlyboard Ltd (Swati Plyboard)</td>
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<td>Merino</td>
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<tr>
<td>32</td>
<td>BLOCKBOARD</td>
<td>Duroply-Sharda Ply wood Industries</td>
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<td>Merino</td>
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<tr>
<td>33</td>
<td>LAMINATE</td>
<td>Decolam / Decolite (A Bakelite Hylam Product)</td>
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<td>Formica Corporation</td>
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<td></td>
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<td>Sundek International Decorative Liminates</td>
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<td>BAKELITE HYLAM LTD</td>
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<td>Greentam Asia Pacific Pvt Ltd</td>
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<td>Merino</td>
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<td>34</td>
<td>PRE-LAMINATED PARTICLES BOARD</td>
<td>Novopan (GVK Group)</td>
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<td>Ecoboard</td>
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<td>Action Tesa (Action Buildwell)</td>
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<td>Bhutan Board</td>
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<td>FLUSH DOORS</td>
<td>Kanchan Ply</td>
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<td>SwastikPlyboard Ltd (Swati Plyboard)</td>
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<td>Kutty's</td>
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<td></td>
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<td>Diamond Flush Doors/Star Metal Forms P Ltd</td>
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<td>RaaVeeta</td>
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<td></td>
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<td>Alpro Panels</td>
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<tr>
<td>36</td>
<td>COMPACT LAMINATION DOORS</td>
<td>Merino</td>
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<tr>
<td></td>
<td></td>
<td>Greenlam Asia Pacific Pvt Ltd sturdo rest rooms and cubicals</td>
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<tr>
<td></td>
<td></td>
<td>Green Ply wood</td>
</tr>
<tr>
<td>37</td>
<td>PRESSED STEEL DOOR FRAMES</td>
<td>Agew Steel Manufactures Pvt Ltd</td>
</tr>
<tr>
<td></td>
<td></td>
<td>SenHarvic Windows Private Limited</td>
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<td>Oaynus</td>
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<td>38</td>
<td>FIRE DOORS</td>
<td>Signum Fire Protection (I) Pvt Ltd</td>
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<tr>
<td></td>
<td></td>
<td>Godrej &amp; Royce Manufacturing Company Limited</td>
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<td>Radiant Fire Protection Engineers Pvt Ltd.</td>
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</tbody>
</table>
### Approved - vendors – list

<table>
<thead>
<tr>
<th>Sl. No.</th>
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<tbody>
<tr>
<td>39</td>
<td>SANITARYWARAE</td>
<td>NAVAIR International Ltd</td>
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<td>Sehgal&amp;Sehgal</td>
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<td>ShaktiMet</td>
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<td>40</td>
<td>SANITARY &amp; BATH FITTINGS</td>
<td>Mayur/Othello</td>
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<tr>
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<td>Jaquar and Company Pvt Ltd</td>
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<td>Kingsion (Plastocraft Sanitary India Pvt Ltd</td>
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<td>Cauret</td>
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<td></td>
<td></td>
<td>Marc</td>
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<td>41</td>
<td>FRAMELESS GLASS PARTITION</td>
<td>Dorma</td>
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<td>FIXTURES</td>
<td>Hafele</td>
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<td>Dorset</td>
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<td>Insta Hardware</td>
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<td>Hardwya</td>
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<td>42</td>
<td>SPIDER FITTINGS/PATCH FITTINGS</td>
<td>Ozone</td>
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<td>Kitch</td>
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<td>ANCHOR FASTENERS</td>
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<td>BOSCH FISCHER</td>
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<td>Canon Fasteners</td>
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<td>Boun Group</td>
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<td>STONE GLADDING CLAMPS</td>
<td>Hilti India Pvt Ltd</td>
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<td>BOSCH FISCHER</td>
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<td>DOOR HARDWARE</td>
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<td>Ozone</td>
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<td>Heffich India Pvt Ltd</td>
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<td>DRAINAGE PIPES</td>
<td>TirupatiPlastomatics</td>
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<td>Duraline</td>
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## Approved Vendors – List

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<td>47</td>
<td>DUCTILE IRON PIPES</td>
<td>Electro steel</td>
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<td>Jindal (Hissar)</td>
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<td>CAST IRON (A) S/S PIPES &amp; FITTINGS (IS:1536)</td>
<td>Kesoram, KDPL, NECCO, HEPCO</td>
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<td>49</td>
<td>GI &amp; MS PIPES (IS: 1239 PART I &amp; II, IS: 3589)</td>
<td>Jindal (Hissar), Surya, SwastikPlyboard Ltd (Swati Plyboard), Prakash</td>
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<td>50</td>
<td>GI FITTING MALLEABLE (IS: 1879 PART 1 TO X)</td>
<td>Zoloto, Unik, &quot;R&quot;, KS, DRP</td>
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<td>51</td>
<td>UPVC PIPES &amp; FITTINGS (IS: 4985-1981)</td>
<td>Finolex, Supreme, Prince, Polypack, Jindal Plast (India)</td>
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<td>52</td>
<td>CPVC PIPES &amp; FITTINGS</td>
<td>Flowguard - Astral, Ajay, Ashirwad</td>
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<td>53</td>
<td>STONEWARE PIPES 7 GULLY TRAPS (IS:651)</td>
<td>Perfect, Anand, R.K., Priya</td>
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<td>54</td>
<td>RCCDSPIPES (IS:458)</td>
<td>Pragati, Jain Spun, Daya Spun, Usha</td>
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<td>55</td>
<td>COPPER PIPES &amp; FITTINGS</td>
<td>Mehta Tubes, Rajoo, Maxflow</td>
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<td>56</td>
<td>HOPE PIPES &amp; FITTINGS</td>
<td>Gebreti, Reliance (hasti), Nosif</td>
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<td>STAINLESS STEEL PIPES</td>
<td>Remi, Jyooti Apex, Kamdhenu</td>
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<td>58</td>
<td>PPR PIPES &amp; FITTINGS</td>
<td>Supreme, Prince, Uro-Allwin</td>
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<tr>
<td>59</td>
<td>POLYBUSYLENE (PB)</td>
<td>Georg Fischer</td>
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<td>Sl. No.</td>
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<td>MODIFIED BITTUMINOUS MEMBRANE ROOF WATERPROOFING</td>
<td>Multiplas Standard of Integrated Waterproofing Membrane Limited / SUPER THERMOLAY/POLYFLEX of STP Limited &quot;LOTUS-3&quot; of the Structural Waterproofing Co. Limited Sika Kemco KrytonBuildmat MBT FOSROC</td>
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<td>INTEGRAL CRYSTALLINE WATERPROOFING METHOD</td>
<td>KrytonBuildmat Penetron Mapei Vandex International Ltd</td>
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<td>62</td>
<td>POWDER COATINGS</td>
<td>Berger Nerocoat Jenson &amp; Nicholson Jatun Radiant anodisersPvt Ltd</td>
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<td>63</td>
<td>ALUMINIUM SECTIONS</td>
<td>Hindustan Aluminium Jindal Aluminium Ltd Bhoruka Bharat Aluminium Company Limited/vedanta BALCO Hindalco</td>
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<td>HOLLOW SECTIONS, PIPES</td>
<td>Surya Pipes Hi - Tech pipes JSW JSPL Bihar (Bihar Tubes Ltd)</td>
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<td>M.S. TUBES/SECTIONS</td>
<td>Tata Metal Livod Metal NSL Limited Bihar Tube Ltd Swastik Pipes Ltd JSWISPAT Rana</td>
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<td>SS WORKS</td>
<td>Dharam Industries (FABRINOX) Ozone Jindal Stainless (JSL)</td>
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<td>67</td>
<td>ROOFING SHEETS</td>
<td>Roof fit (Fibre Glass Roofing, Metal Roofing, galvalume Sheets) I Loyd Insulations India Limited</td>
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<tr>
<td>68</td>
<td>METAL ROOFS</td>
<td>&quot;TRACDEK&quot; Interarch Building Products Pvt Ltd (Metal Roofing Sheet) TATA Bluescope (Metal coated and Pre-painted Sheets &quot;Zincalume&quot; &quot;Colortonedd&quot;)</td>
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<tr>
<td>Sl. No.</td>
<td>Items/Products</td>
<td>Approved Vendors</td>
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<tr>
<td>69</td>
<td>POLYCARBONATIC SHEETS</td>
<td>&quot;Lexan&quot; (SABIC Innovative Plastics) Danpalon</td>
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<td>70</td>
<td>TENSILE FABRIC</td>
<td>Fenan</td>
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<td>Mehler</td>
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</table>
Rules and Guidelines for Release of Electric Power

1. Electric power required for commercial activity within footprint of metro station is required to be sourced from existing available source of DMRC 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, Applicant’s 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 Applicant. However, for elevated stations Applicant may provide AC at his own cost conforming to detailed specifications attached at Annexure-E.

4. DMRC will attempt to provide electricity at one point; Applicant 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 as applicable @15%. Alternatively, Applicant may also undertake electrical work for extension of power from nominated source under DMRC supervision and complying all codal provisions as listed in DMRC specifications, upon payment of requisite fees of Rs. 10,000/- per feeder (one feeder with energy meter).

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

6. Applicant 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 in Annexure-D. Applicant is also required to comply with necessary provision for fire safety in accordance with stipulations attached at Annexure-F. The work executed by Applicant 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 Applicant 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 Applicant 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 Applicant at which concerned DISCOM would be charging, had they obtained electric connection from them.
### Format of Application for Temporary Power Supply

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

### Procedure

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

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

3. Applicant to ensure that rules and specifications for electrical works, fire safety requirements have been understood by them and necessary approval wherever required has been taken / applied for.
## Format of Application for Permanent Power Supply

<table>
<thead>
<tr>
<th>SN</th>
<th>Item</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Name of the Applicant</td>
<td>:</td>
</tr>
<tr>
<td>2</td>
<td>Station</td>
<td>:</td>
</tr>
<tr>
<td>3</td>
<td>Reference to allotment letter (Copy to be attached)</td>
<td>:</td>
</tr>
<tr>
<td>4</td>
<td>Load Requirement (KW)</td>
<td>:</td>
</tr>
<tr>
<td>5</td>
<td>Details of submission of Advance Consumption Deposited as per load</td>
<td>:</td>
</tr>
<tr>
<td>6</td>
<td>Details of Cable installed along with earthing (Make and rating)</td>
<td>:</td>
</tr>
<tr>
<td></td>
<td>Attach cable test report</td>
<td>:</td>
</tr>
<tr>
<td>7</td>
<td>Details of MCCB/MCB installed (make and rating)</td>
<td>:</td>
</tr>
<tr>
<td>8</td>
<td>Details of ELCB installed (make and rating)</td>
<td>:</td>
</tr>
<tr>
<td>9</td>
<td>Details of MDI / TOD Energy installed (Make and rating)</td>
<td>:</td>
</tr>
<tr>
<td></td>
<td>Attach Original Meter Test Report</td>
<td>:</td>
</tr>
<tr>
<td>10</td>
<td>Please confirm whether lockable DB with earthing has been provided and sealed by DMRC representative</td>
<td>:</td>
</tr>
<tr>
<td>11</td>
<td>Attach Cable layout plan (submitted by license &amp; signed by concerned E &amp; M supervisor)</td>
<td>Attached / 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)</td>
<td>Attached / Not Attached</td>
</tr>
<tr>
<td></td>
<td>signed from Electrical contractor holding valid license</td>
<td></td>
</tr>
</tbody>
</table>

### Procedure

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

2. Electrical Department and Fire Department shall carry out inspection at site and if found complied, permanent electric connection shall be released.
Electrical Installation Test Report

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

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

It will be responsible on be one of Applicant for non-compliance of any of the above. Copy of my valid electrical Contractor license is attached.

Seal & Signature of the Applicant  
Seal & Signature of Electrical Contractor

(Holding Valid License )
Specifications for Electrical Works

1. Applicant 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 Applicant. The Applicant hereby voluntarily and unequivocally agrees not to seek any claim, damages, compensation or any other consideration whatsoever on account of time and cost associated in making provision of electricity.

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

4. For elevated stations, all wires shall be FRLS. Cables shall be armoured, XLPE, FRLS. In case of Underground stations, all wires and cables shall be armoured, XLPEFRLSZH 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. TPNMCB and ELCB are required in case of three phases. ELCB, cables, MCB rating for main connection shall be as per Table 1.

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

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

8. All materials specification must follow standards, codes and specification as used by DMRC in the E&M works.

9. In case, the Applicant draws power more than the sanctioned load, electricity connection may be disconnected. The electricity connection will be restored on first occasion only when Applicant pays necessary penalty as per DERC norms and removes excess load.

10. Only Galvanized Cable tray, Conduit, Cable Ladder shall be allowed.

11. Internal wiring of luminaries (Light Fittings) and Signage’s 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: 1 -- Rating of Electric Items

<table>
<thead>
<tr>
<th>Power Requirement (KVA)</th>
<th>Rating of MCB (A, 10kA)</th>
<th>Rating of ELCB (A, mA)</th>
<th>Cable Size Copper (Sq.mm.) DB to Applicant premises</th>
</tr>
</thead>
<tbody>
<tr>
<td>ELEVATED STATION</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0.0 - 0.1</td>
<td>1.0</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 - 1.0</td>
<td>2</td>
<td>16, 30</td>
<td>1.5</td>
</tr>
<tr>
<td>1.0 - 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>
<tr>
<td>UNDER GROUND STATIONS</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0.0 - 0.1</td>
<td>1.0</td>
<td>16, 30</td>
<td>3 Core x 4 Sq. mm (for single phase )</td>
</tr>
<tr>
<td>0.1 - 0.2</td>
<td>1</td>
<td>16, 30</td>
<td>3 Core x 4 Sq. mm (for single phase )</td>
</tr>
<tr>
<td>0.2 - 1.0</td>
<td>2</td>
<td>16, 30</td>
<td>3 Core x 4 Sq. mm (for single phase )</td>
</tr>
<tr>
<td>1.0 - 0.7</td>
<td>3</td>
<td>16, 30</td>
<td>3 Core x 4 Sq. mm (for single phase )</td>
</tr>
</tbody>
</table>
**List of Approved Makes**

<table>
<thead>
<tr>
<th>SN</th>
<th>Item</th>
<th>Approved Makes</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>GI Conduit Pipes</td>
<td>BEC, AKG, NIC, Steel Craft -- ISI Marked</td>
</tr>
<tr>
<td>2</td>
<td>GI Conduit Accessories</td>
<td>Confirming to BIS as per approved samples</td>
</tr>
<tr>
<td>3</td>
<td>Copper Conductor FRLS, PVC insulated wires</td>
<td>National, Ecko, Finolex, Havells, Grandly, NICCO, Asian, Poly Cab</td>
</tr>
<tr>
<td>4</td>
<td>Copper Conductor FRLSZH, PVC insulated wires</td>
<td>Polycab, Ducab Dubai, Cords Cables, KEI.</td>
</tr>
<tr>
<td>5</td>
<td>FRLS Cables</td>
<td>Fort Gloster, NICCO, Finolex, Asian/RPG, KEI, Havells, Polycab, CCI, Universal</td>
</tr>
<tr>
<td>6</td>
<td>FRLSZH, PVC Cables</td>
<td>Polycab, Ducab Dubai, Cords Cables, KEI, Rashi Cables.</td>
</tr>
<tr>
<td>7</td>
<td>Switches &amp; Socket outlets</td>
<td>Crabtree, Anchor, MDS, LK (Schneider)</td>
</tr>
<tr>
<td>8</td>
<td>MCB, RCCB (ELCB)</td>
<td>L&amp;T Hager, MDS, Siemens, GE, Merlin-Gerin, ABB, Schneider</td>
</tr>
<tr>
<td>9</td>
<td>Distribution Boards</td>
<td>L&amp;T Hager, MDS, Siemens, ABB, INDO, ASIAN, Havells, GE, Schneider</td>
</tr>
<tr>
<td>10</td>
<td>Energy Meters with MDI/TOD (pre-paid)</td>
<td>L&amp;T, Secure, Ducati.</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. Spit 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 step less type mechanical thermostat or electronic thermostat as per IS:11338:1985.

4. The filter pads provided shall be washable.

5. The cabinet of the evaporator unit and condensing unit shall be made from galvanized steel sheet of 1.0mm thick with galvanized coating thickness of 120 gm / sq. mtr and shall be provided with stiffness for robust construction and shall have rounded corners, steel parts/front panel etc. shall have stove 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 paintings are also acceptable in lieu of stove enamelled finish.

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

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


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

10. Refrigerant used shall be Freon-22.

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

12. The indoor units made of ABS/HIPS shall be of flame retardant and impact resistant life. ABS/HIPS indoor unit cabinet shall pass inflammability test requirement for Grade V-O as per UL-94. For impact resistance the unit duly packed, when dropped from a height of 1 Mtr. shall show no damage.

13. Display shall be LED/LCD and provided on indoor unit or on Handset or on both. These displays shall be selectable.
14. Remote control (Cordless) shall be provided with one On/Off timer, selecting Fan speed (Three speeds) and setting up of temperature.

15. Installation of pipes, Insulation and cables beyond 6Mtrs, if required:
   i. Suction line copper pipe of 0.70mm thickness.
   ii. Liquid line copper pipe of 0.70mm thickness.
   iii. Expanded polyethylene foam or other suitable insulation tubing for suction line copper pipe.
   iv. Drain pipe (15mm die 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 is also included.
Annexure-10.3 F

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 Litres can be converted in same ratio i.e. 5Kg = 9 Litres) Extinguishing medium inside extinguishers must be of their respective approved IS specification and of capacity: |
| AREA |
| Up to 10 Sq. m. | Above 10Sq. m. and below 50 Sq. m. | Above 50 Sq. m. and below 100 Sq. m. |
| One Fire Extinguisher of 2 KG capacity | One Fire extinguisher of 4 KG capacity | Two Fire extinguishers, one of 5 KG and another of 9 Litres Water Type |

The existing shops up to an area of 250 Sq. m. are integrated design part of a Metro Station. In addition to other Fire Safety measures each shop is to be provided with Fire Extinguisher as per Table -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, Applicant is required to obtain details of recommended suppression and detection system from DMRC in the beginning.
Annexure-10.3 G

Declaration duly notorized

For Elevated Stations - On Non Judicial Stamp Paper of Rs. 100/-]

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

OR

________________________, a company incorporated under the provision of the Companies Act 1956/Companies Act, 2013, a sole proprietorship, a partnership having its registered office at ____________________, (hereinafter referred as “Applicant”, which expression shall unless repugnant to the context or meaning thereof, include its successors and assigns), do hereby swear and declare as under:

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

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

The Applicant hereby agrees and undertakes:

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

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

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

4. that the applicant shall pay the full amount mentioned in the Monthly/Bi-monthly Consumption Bill as raised by DMRC before the last date mentioned in such Monthly/Bi-monthly Bill. Applicant shall provide Test Report/Calibration report in regard to Energy Meter installed. DMRC may ask Applicant 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 Applicant will have to provide a Low voltage switch-board with MCBs&ELCB’s of required capacity with Electronics Static Energy Meters having provision of MDI, TOD etc. of required capacity at his cost conforming to relevant BIS standards and of approved make along with test certificate shall be arranged by the applicant. The meter shall be installed and sealed by DMRC, either within the premises of the applicant or at a common meter room/board. Applicant shall not tamper with or disturb the meter in any manner whatsoever, and shall be responsible for its safety.

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 O&M wing.

13.3 Only FRLS cable of required size shall be used for tapping off supply from DMRC fixed supply to Applicant premises in rigid GI Conduit pipe.

13.4 Applicant will also do wiring within his shop/stall by using GI conduit or fire resistance PVC casing/capping. The Applicant 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 maximum connected load up to 10kW, Electrical load requirement exceeding 10 KW will be given on 3-phase, 415V, 50Hz subject to availability.

13.6 Applicant shall be given only normal power supply available in station premises. Applicant 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 Applicant shall not be permitted to use any standby Diesel Generator Sets. Applicant will only be 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. Applicant will have to pay applicable demand charges as per the Total Connected Load Only.

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

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

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

13.12 Applicant will not be allowed to provide Room Heating appliance of any kind.

13.13 The power shall be supplied normally at the rate of 1.0 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 Applicant. Additional power up to 10 kW on single phase and thereafter on three phase system if required by the Applicant will be supplied subject to availability at an additional cost and conditions to be stipulated by DMRC.

13.14 In case, Applicant 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 Applicant 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 Performance Guarantee.

13.15 In case, the Applicant is found misusing Electricity or tampering with the Energy meter, a token penalty of Rs. 1000/- will be charged from him along with disconnection of power supply. Reconnection of power supply will be done only after charging Rs. 100/- as reconnection fee and clearance of all dues duly obtaining approval of Competent Authority of DMRC.

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 Applicant but that of a commercial arrangement where the applicant has taken on lease/license premises of DMRC and the Electricity connection is being provided as a part of the above arrangement.

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

Date:

Place:

Signature of Applicant

(Full name)

Signed and delivered in the presence of:

Witness 1

Witness 2

Signature__________________________  Signature__________________________

Full Name__________________________  Full Name__________________________

Complete Address____________________ Complete Address____________________

Phone No.__________________________  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.

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

[For Under Ground Stations - On Non judicial stamp paper of Rs. 100/-]

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

OR

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

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

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

The Applicant hereby agrees and undertakes:

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

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

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

4. That the applicant shall pay the full amount mentioned in the Monthly/Bi-monthly Consumption Bill as raised by DMRC before the last date mentioned in such Monthly/Bi-monthly Bill. Applicant shall provide Test Report/Calibration report in regard to Energy Meter installed. DMRC may ask Applicant 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 From the DMRC DB to main MCB / MCB of shops only XLPE insulated armoured copper conductor LSZH cables shall be used. Applicant will have to provide a Low voltage switch-board with MCBs&ELCB’s of required capacity with Electronics Static Energy Meters having provision of MDI, TOD etc. of required capacity at his cost conforming to relevant BIS standards and of approved make along with test certificate shall be arranged by the applicant. The meter shall be installed and sealed by DMRC, either within the premises of the applicant or at a common meter room/board. Applicant shall not tamper with or disturb the meter in any manner whatsoever, and shall be responsible for its safety.

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 O&M wing. The Applicant 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 Applicant will also do wiring within his shop/stall/KIOSK by using GI conduit. The Applicant shall use FRZHLS copper wire of the required size (the wiring scheme, the type of wiring, size of wires, various loads, plug point, light, fan etc. shall be as per DMRC’s approval).

13.5 DMRC 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 Applicant shall be given only normal power supply available in station premises. Applicant 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 Applicant shall not be permitted to use any standby Diesel Generator Sets. Applicant will only be 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. Applicant will have to pay applicable demand charges as per the Total Connected load only.

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

13.10 Applicant 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 Applicant.

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

13.12 Applicant 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 Applicant. Additional power up to 5 KVA on single phase and thereafter on three phase system if required by the Applicant will be supplied subject to availability at an additional cost and conditions to be stipulated by DMRC.

13.14 In case, Applicant 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 Applicant 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 Performance Security.

13.15 In case, the Applicant is found mis-using Electricity or tampering with the Energy meter, a token penalty of Rs.1000/- will be charged from him along with disconnection of power supply. Reconnection of power supply will be done only after charging Rs. 100/- as reconnection fee and clearance of all dues duly obtaining approval of Competent Authority of DMRC.

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 Applicant but that of a commercial arrangement where the applicant has taken on lease/license premises of DMRC and the Electricity connection is being provided as a part of the above arrangement.

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

Date:
Place:
Signature of Applicant

(Full name)

Signed and delivered in the presence of:

Witness 1
Witness 2

Signature___________________________
Signature___________________________

Full Name___________________________
Full Name___________________________

Complete Address____________________
Complete Address____________________

Phone No.___________________________
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.

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

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Format for making payment through RTGS/NEFT/ESC Mode

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

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

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

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

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

1. RTGS/NEFT/ECS mode of payments shall require prior approval of DMRC for which Licensee/ Party/ Company must take consent from the Property Business Cell of DMRC Ltd. in the standard format attached at Annexure–III(1).

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

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

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

I/We_________________________________ (name of the Licensee/ Company/ Party) hereby agree to the above mentioned procedure/ terms and conditions related to submission of payments through RTGS/NEFT/ECS mode.

Date: _____/______/_______  Name and designation of authorized representative of Licensee/ Party/ Company
FORMAT FOR INTIMATION FOR DEPOSITION OF PAYMENTS VIA RTGS/NEFT/ECS IN PB CONTRACTS

1. Name and address of Licensee/Party/Company

2. Customer ID

3. Lease out No

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Signature of Bidder
4. Invoice No. and Date ________________________________________________

5. Period of Invoice _________________________________________________

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

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

Gross amount to be deposit

Less statutory deductions such as TDS, VET, S. Tax etc.

Net amount to be deposit

7. TDS registration No. of client/Licensee ______________________________________

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

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

Note: DMRC’s authorized bank name and account No. to which payments to be made – M/s. Syndicate Bank, Arunanchal Building 19, Barakhamba Road New Delhi RTGS/NEFT Code – SYNB0009036, A/c No. – 90363210000015

Name and designation of authorized representative of Licensee/ Party/ Company

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

______________________________
To be filled by DMRC Officials

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

1. _______________________________________________________________________

2. _______________________________________________________________________

3. _______________________________________________________________________

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

Dated: ____/____/_______

Signature of Manager/AM-Property Business
FORMAT FOR APPROVAL FOR SUBMISSION OF PAYMENTS VIA RTGS/NEFT/ECS IN PB CONTRACTS

To,

Delhi Metro Rail Corporation Ltd.
O/o- Dy. General Manager/ Property Business.
3 rd Floor, Metro Bhawan,
Barakhamba Road,
Delhi – 110 001

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

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

Sir,

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

Thanking you

Name and designation
of authorized representative
of Licensee/ Party/ Company

___________________________________

To be filled by DMRC Officials

On the request for the _________________(name of Licensee/ Party/ Company), they are allowed to deposit the payment via RTGS/ NEFT/ ECS mode in DMRC’s authorized bank name and account No. to which payments to be made – Punjab National Bank, ECE House, KG Marg New Delhi RTGS/NEFT Code – PUNB0112000, A/c No. – 1120005800000023 subject to submission of format for intimation for deposition of payment via RTGS/NEFT/ECS in PB contracts every time seven (7) before due date for approval of DMRC Ltd. and submission of confirmation of deposition of payments before the due date.

Dated: ___/___/______

___________________________________

Signature of Manager/AM-Property Business

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Signature of Bidder..............................
Format for Handing/Taking Over Note

Site admeasuring ______ x ______ = ________ Sqm. at ____________________ NEW DELHI & SHIVAJI STADIUM metro stations AND D-21 CORPORATE PARK Corporate Park of DMRC is handed over to Sh. __________________ of M/s ______________ on __________________ at ___________ hrs. ______________ in the presence of PB, E & M, S&T, Works and Station Manager.

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

_________________________  _______________________
Licensee                        PB Cell

_________________________  _______________________
E & M                          Works

_________________________
S&T

_________________________
SM
RFP for Licensing of Space on New Delhi, Shivaji Stadium and D21 Corporate Park of DMRC for Placement and Operation of Telecom Equipment for Providing leased Line Internet Service.